

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Ms. Monica Madrigal Lopez, President**  
**Mrs. Debra M. Cordes, Member**  
**Mr. Denis O'Leary, Member**  
**Mrs. Veronica Robles-Solis, Member**  
**Ms. Jarely Lopez, Member**

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Ms. Janet Penanhoat**  
Interim Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Victor Torres**  
Assistant Superintendent,  
Human Resources  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## AGENDA

### REGULAR BOARD MEETING

Wednesday, December 16, 2020

**5:00 PM - Regular Board Meeting**  
**Closed Session to Follow Regular Meeting**

## REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER- VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

### Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 869 2209 2677

**\*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.

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

Broadcasted by Charter Spectrum, Channel 20 &  
Frontier Communications, Channel 37

## **Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

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

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

Mrs. Bertha Anguiano, Principal, Cesar Chavez School, will introduce Jonathan Perez, 1st grade student in Mrs. Laura Silva's class, who will lead the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

The District's Mission and Vision Statement will be read in English by Jazmine Itzel Reyes, 8th grade student in Mrs. Sahagun's class and in Spanish by Ilan Alfonso Murillo, 5th grade student in Ms. Salas's class at Cesar Chavez School.

### **A.4. Presentation by Cesar Chavez School**

Mrs. Bertha Anguiano, Principal, Cesar Chavez School, will provide a short presentation to the Board regarding Chavez. Tokens of appreciation will be forwarded via U.S. Mail to the Chavez students that participated in the Board Meeting.

### **A.5. Recognition of Outgoing Trustee (Aguilera-Fort)**

Superintendent Aguilera-Fort and the Board of Trustees will recognize Trustee Denis O'Leary as outgoing member of the Oxnard School District Board of Trustees.

### **A.6. Oath of Office (Aguilera-Fort)**

Superintendent Aguilera-Fort will administer the Oath of Office to Ms. Katalina Martinez, who was newly elected to the Oxnard School District Board of Trustees, as well as to Ms. Jarely Lopez and Ms. Monica Madrigal Lopez, who were re-elected on November 3, 2020.

### **A.7. Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

### **A.8. Organization of the Board (Aguilera-Fort)**

Organization of the Board of Trustees for 2020-2021:

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Board Bylaws, BB 9323 – Meeting Conduct**



Part I:

a. Recognition of Ms. Monica Madrigal Lopez, as outgoing President of the Board of Trustees.

b. Election of President 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**A.9. Schedule of Board Meetings for 2021 (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2021 and make a determination about how many Board meetings are to be held during the 2021 calendar year, and when.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**A.10. Appointment/Reappointment of Board Representatives to District Committees (Dr. Aguilera-Fort)**

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

Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2020 Rep: Trustee Cordes

2021 Appointee: \_\_\_\_\_

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

Budget Advisory Committee

2020 Rep: Trustee Cordes

Alternate: Trustee Madrigal Lopez

2021 Appointee: \_\_\_\_\_

Alternate: \_\_\_\_\_

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**A.11. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current appointment of representatives to the Oxnard School District Employee Health and Welfare Benefits Trust and make a determination regarding the appointments of the Board Member and Retiree Representatives. The third representative is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

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1. Re-appoint Monica Madrigal Lopez as the 2021 Board Member Representative, or propose a new representative.
2. Appoint Robin S. Lefkovits as the 2021 Retiree Representative, or propose a new representative.

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

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**A.12. Presentation of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)**

It is the recommendation of the District's Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the December 2020 Semi-Annual Implementation Program Update for adoption at its next regular meeting in January 2021.

**Section B: PUBLIC COMMENT/HEARINGS**

**B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)**

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en ZOOM vía video conferencia o por teléfono están disponibles en:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

**B.2. Public Hearing: Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year**

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**2020-2021 (Penanhoat)**

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 prior to its adoption at this December 16, 2020 Board meeting.

**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:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

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

**C.1. Approval to Utilize the Governor’s “Proclamation of a State of Emergency” due to COVID-19 for the Procurement of Materials, Goods and Services (Penanhoat/Franz)**

It is the recommendation of the Director of Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the suspension of the competitive bidding requirements for COVID-19 related purchases in excess of \$95,200.00, as per the Governor’s “Proclamation of a State Emergency” due to COVID-19.

**C.2. Ratification of Change Order #001 for Field Contract #FC-P21-01052 – Precision Plumbing-Mechanical (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees ratify Change Order #001 for Field Contract #FC-P21-01052, McAuliffe School Grease Interceptor Replacement, to Precision Plumbing-Mechanical, in the amount of \$5,378.32, to be paid from Deferred Maintenance Funds.

**C.3. Certification of Signatures (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**C.4. Disposal of Surplus Personal Property (Penanhoat/Franz)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the October 2020 list of surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

**C.5. Enrollment Report (Penanhoat)**

District enrollment as of October 7, 2020 (CALPADS) was 15,067. This is 663 less than the same time last year.

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District enrollment as of October 30, 2020 was 15,094. This is 624 less than the same time last year.

District enrollment as of November 30, 2020 was 15,121. This is 586 less than the same time last year.

**C.6. 2020-2021 1st Quarter Williams VCOE Activity Report (Torres/Magaña)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2020-2021 1st Quarter Williams VCOE Activity Report, as presented.

**C.7. Approval of Memorandum of Understanding #20-117 between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District re: The Effects of the COVID-19 Pandemic and their Effects on the 2020-2021 School Year (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Memorandum of Understanding #20-117 Between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District regarding the effects of the COVID-19 pandemic and their effects on the 2020-21 school year, as presented.

**C.8. Approval of Memorandum of Understanding #20-118 between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Concerning the District's Response to the Coronavirus (COVID-19) Pandemic-Campus Assistants: Flexible Assignments (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve Memorandum of Understanding #20-118 between the District and CSEA Concerning the District's Response to the Coronavirus (COVID-19) Pandemic-Campus Assistants: Flexible Assignments, as presented.

**C.9. Establish/Abolish/Increase/Reduce Hours of Position (Torres/Lin)**

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

**C.10. Personnel Actions (Torres/Lin)**

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

**C.11. Acceptance of Gifts (Aguilera-Fort)**

Mr. Michael T. Wagemann, community member, presented a monetary donation in the amount of \$200.00 to be used to purchase classroom supplies for students at San Miguel Preschool. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Mr. Wagemann.

**C.12. Acceptance of Gifts (Aguilera-Fort)**

Kinsa Inc. presented to OSD a donation of 10,500 Bluetooth Connected Digital Thermometers. The total value of the donation is \$315,000.00. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Kinsa Inc.

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**C.13. Annual and Five–Year Developer Fee Report and Approval of Resolution #20-17 (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2014-15 through 2019-2020 fiscal years, and adopt Resolution #20-17.

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.14. Approval of Amendment #2 to Agreement #18-16 - Flewelling & Moody Architecture Inc. (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees approve Amendment #2 to Agreement #18-16 with Flewelling & Moody Architecture Inc., to extend the current agreement term to December 31, 2021 and continue efforts to certify the remaining four (4) District projects that require DSA certification, in the amount not to exceed \$105,000.00, to be paid out of Deferred Maintenance funds.

**C.15. Approval of Renewal Agreement #20-101 with School Services of California (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #20-101 with School Services of California for services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process, in the annual amount not to exceed \$4,100.00, to be paid out of the General Fund.

**C.16. Approval of Agreement #20-107 – EdTheory, LLC (DeGenna/Edwards)**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-107 with EdTheory, LLC., to provide supplemental staffing to the Special Education Services Department on an “as needed” basis for the period of December 17, 2020 through June 30, 2021, in the amount not to exceed \$112,000.00, to be paid with Special Education Funds.

**C.17. Approval of Agreement #20-114 – Read.Write.Think., LLC (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-114 with Read.Write.Think., LLC., to provide 19 hours of virtual professional development to middle school teachers at Lemonwood School from December 17, 2020 through January 31, 2021, in the amount not to exceed \$5,400.00, to be paid from Supplemental/Concentration Intervention Funds.

**C.18. Approval of Agreement #20-115 – Read.WriteThink., LLC (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-115 with Read.Write.Think., LLC., to provide a series of five, one-hour workshops designed to support caregivers and the community at large in supporting the children of the community in leveraging literacy, in the amount not to exceed \$5,000.00, to be paid out of Title III funds.

**C.19. Approval of Agreement #20-116 John J. Labriola (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities that the Board of Trustees approve Agreement #20-116 with John J. Labriola to assist the District in

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researching existing school construction project documents for purposes of identifying relevancy to current and future Facilities operations, in the amount of \$115,500.00 (per hourly rate of \$85.00 and including mileage reimbursement), to be paid out of the General Fund.

**C.20. Approval of Field Contract #FC-P21-01816 – Interstate Restoration (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities that the Board of Trustees approve the award of Field Contract #FC-P21-01816 to Interstate Restoration for Archives Repair, in the amount of \$12,304.90 to be paid out of Deferred Maintenance Funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.21. Ratification of Amendment #1 to Agreement #19-216 - Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-216 with VCOE, to provide exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), in the amount not to exceed \$969.54, to be paid out of Special Education Funds.

**C.22. Ratification of Amendment #1 to Agreement/MOU #20-14 – kid-grit, LLC (DeGenna/Shea)**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement/MOU #20-14 with kid-grit, LLC., to provide social and emotional curriculum and training to all After School program staff during the 2020-21 school year, in the amount not to exceed \$25,000.00, to be paid out of ASES Grant Funds.

**C.23. Ratification of Amendment #1 to Agreement #20-82 – Olvera Psychological and Educational Consulting Services (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-82 with Olvera Psychological and Educational Consulting Services, to provide professional development support to the Special Education Services Department during the 2020-2021 academic year, in the amount not to exceed \$3,000.00, to be paid out of Special Education Funds.

**C.24. Ratification of Agreement #20-86 – Casa Pacifica School (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-86 with Casa Pacifica School, NPS, to provide Non-Public School (NPS) services for Student EM111207 for the 2020-2021 school year, including Extended School Year, in the amount of \$91,603.25, to be paid out of Special Education Funds.

**C.25. Ratification of Agreement #20-87 – Casa Pacifica School (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-87 with Casa Pacifica School, NPS. for Non-Public School (NPS) services for Student JR062907, for the 2020-2021 school year, including Extended School Year, in

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the amount of \$114,482.65, to be paid out of Special Education Funds.

**C.26. Ratification of Agreement #20-88 – Casa Pacifica School (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-88 with Casa Pacifica School, NPS, to provide Non-Public School (NPS) services for Student TV102807, for the 2020-2021 school year, including Extended School Year, in the amount of \$48,808.00, to be paid out of Special Education Funds.

**C.27. Ratification of Agreement #20-95 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-95 with VCOE for Paraeducator services, in the amount not to exceed \$80,702.86, to be paid out of Special Education Funds.

**C.28. Ratification of Agreement #20-99 – Alternative Behavior Strategies, LLC (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-99 with Alternative Behavior Strategies, LLC, to provide consultant services to the Special Education Services Department during the 2020-2021 school year that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

**C.29. Ratification of Agreement #20-100 – Ponzuric Learning Solutions (DeGenna/Edwards)**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-100 with Ponzuric Learning Solutions, to provide virtual training on October 28, 2020 to assist the Oxnard School District Special Education Services Department in the continued implementation of the Pattern of Strength and Weaknesses (PSW) Model for SLD Identification, in the amount not to exceed \$1,000.00, to be paid out of Special Education Funds.

**C.30. Ratification of Agreement #20-102 - Ventura County Office of Education (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-102 with the Ventura County Office of Education to provide ASL Interpreter SCP services to Student JM111710 during the 2020-21 school year, in the amount of \$72,940.00, to be paid out of Special Education Funds.

**C.31. Ratification of Agreement #20-103 - Ventura County Office of Education (DeGenna/Valdes)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Early Childhood Education Programs, that the Board of Trustees ratify Agreement #20-103 with the Ventura County Office of Education, to participate in Quality Counts Ventura County (QCVC) and receive funding to maintain and increase access to high quality preschools for children 3 to 5 years of age for the period of October 1, 2020 through June 30, 2021. Funding to be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$43,800.00.

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**C.32. Ratification of Agreement #20-104 – E.J. Harrison & Sons Inc. – District Wide Trash Pickup Services (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities that the Board of Trustees ratify Agreement #20-104 with E.J. Harrison & Sons Inc., to provide District Wide Trash Pickup Services for the period of December 1, 2020 through November 30, 2021, in the amount not to exceed \$225,000.00, to be paid out of the General Fund.

**C.33. Ratification of Agreement #20-105 – Dial Security – Alarm Monitoring/Maintenance Services (Penanhoat/Miller)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #20-105 with Dial Security, to provide Alarm Monitoring/Maintenance Services as required at all district sites for the period of 10/6/2020 through 10/5/2021, in the amount not to exceed \$128,715.52, to be paid out of the General Fund.

**C.34. Ratification of Agreement #20-106 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-106 with the Ventura County Office of Education, to provide Special Circumstances Paraeducator Services (SCP's) to special education student KC071607 during the 2020-2021 school year, in the amount of \$45,065.88, to be paid out of Special Education Funds.

**C.35. Ratification of Agreement #20-109 with School Services of California for the Recruitment of Assistant Superintendent, Business & Fiscal Services (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #20-109 with School Services of California, to provide services for the search and recruitment of an Assistant Superintendent, Business and Fiscal Services from November 17, 2020 to March 31, 2021, in the amount not to exceed \$17,700.00 plus direct out-of-pocket expenses, to be paid out of the General Fund.

**C.36. Ratification of Agreement #20-110 – Karen Schnee (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-110 with Karen Schnee, to provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete speech evaluations, in the amount not to exceed \$9,000.00, to be paid out of Special Education Funds.

**C.37. Ratification of Agreement #20-111 – Behavior Insights Inc. (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-111 with Behavior Insights Inc., to provide consultant services to Oxnard School District, Special Education Services Department that include Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees, and Assessments, including observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours), during the 2020-2021 academic school year, in the amount not to exceed \$18,000.00, to be paid out of Special Education

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Funds.

**C.38. Ratification of Agreement #20-112 – Casa Pacifica School (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-112 with Casa Pacifica School, NPS, to provide Non-Public School services for Student JS052208, for the 2020-2021 school year, including Extended School Year, in the amount of \$92,091.00, to be paid out of Special Education Funds.

**C.39. Ratification of Agreement #20-113 – Neuropsychology Partners (DeGenna/Edwards)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-113 with Neuropsychology Partners, to provide Independent Education Evaluator Services for the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations, in the amount of \$15,000.00, to be paid out of Special Education Funds.

**Section D: ACTION ITEMS**

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

**D.1. Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #20-15 to allow the district to temporarily transfer up to 85% of the cash from any district fund or account to another to meet financial obligations as needs arise.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Annual Appointment / Re-Appointment of Measure D Bond Oversight Committee (Penanhoat)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current Measure D BOC membership and make a determination regarding re-appointing the existing members of the Committee.

Public Comment:

Presentation:

Moved:

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Seconded:  
Board Discussion:  
Vote:

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Approval of Human Resources Analyst Salary Reallocation (Personnel Commission)**

It is the recommendation of the Personnel Commission that the Board of Trustees accept the salary reallocation from Range 9.0 to Range 10.0 on the Confidential Salary Schedule for the position of Human Resources Analyst.

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

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020) (Penanhoat/Crandall Plasencia)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020).

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

**ROLL CALL VOTE:**

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**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 – Revisions to BP 3280 – Sale or Lease of District-Owned Real Property (Penanhoat)**

The administration will present for first reading a revision to BP 3280 Sale or Lease of District-Owned Real Property,

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

to reflect new law (SB 820, 2020). BP 3280 will be presented for second reading and adoption at the first Board Meeting in January 2021.

**F.2. First Reading - Revisions to Board Policy AR 6174 Instruction Education for English Learners (DeGenna/Thomas)**

The administration will present for first reading revisions to AR 6174 Instruction Education for English Learners, as requested by the state auditor during Federal Program Monitoring. This item will be brought back for second reading and adoption at the first Board Meeting in January 2021.

**F.3. First Reading – Revisions to BB 9270 – Conflict of Interest (Penanhoat/Crandall)**

The administration will present for first reading a revision to BB 9270 Conflict of Interest, to reflect changes required by the Federal Program Management (FPM) review, and to be aligned with the Federal Procurement Standards. BB 9270 will be presented for second reading and adoption at the first Board Meeting in January 2021.

**F.4. Second Reading - AR 6173 / BP 6173 Education for Homeless Children (DeGenna/Ridge)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees approve and adopt Policies AR 6173 / BP 6173 as recommended by CSBA (California School Boards Association).

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**Section G: CONCLUSION**

**G.1. Superintendent’s Report (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)**

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

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

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

#### **G.4. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2016091036
- OAH Case #2019010346 (Revised)
- OAH Case #2020030010
- OAH Case #2020090305

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release/Reassignment
  
- Public Employee Appointment/Recommendation
  - Assistant Principal, Middle School/K-8
  - Manager of Equity, Family & Community Engagement

#### **G.5. Reconvene to Open Session**

#### **G.6. Report Out of Closed Session**

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

#### **G.7. ADJOURNMENT**

Moved:

Seconded:

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

---

December 16, 2020

Vote:

Time Adjourned \_\_\_\_\_

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, December 11, 2020.

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

---

December 16, 2020



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

**Recognition of Outgoing Trustee (Aguilera-Fort)**

---

Superintendent Aguilera-Fort and the Board of Trustees will recognize Trustee Denis O'Leary as outgoing member of the Oxnard School District Board of Trustees.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended that the Superintendent and the Board of Trustees recognize Trustee Denis O'Leary as outgoing member of the Oxnard School District Board of Trustees.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

**Oath of Office (Aguilera-Fort)**

---

Superintendent Aguilera-Fort will administer the Oath of Office to Ms. Katalina Martinez, who was newly elected to the Oxnard School District Board of Trustees, as well as to Ms. Jarely Lopez and Ms. Monica Madrigal Lopez, who were re-elected on November 3, 2020.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is recommended that the Superintendent administer the Oath of Office to newly elected and re-elected Board members, as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

**Organization of the Board (Aguilera-Fort)**

---

Organization of the Board of Trustees for 2020-2021:

Part I:

a. Recognition of Ms. Monica Madrigal Lopez, as outgoing President of the Board of Trustees.

b. Election of President 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Organization of the Board of Trustees for 2020-2021:

Part I:

a. Recognition of Ms. Monica Madrigal Lopez, as outgoing President of the Board of Trustees.

b. Election of President 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

Part II

c. Election of Clerk for 2020-2021

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Martinez \_\_\_\_, Lopez \_\_\_\_, Madrigal Lopez \_\_\_\_, Cordes \_\_\_\_, Robles-Solis \_\_\_\_

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

**Schedule of Board Meetings for 2021 (Aguilera-Fort)**

---

This is the time for the Board of Trustees to discuss options for changes to the Board meeting dates or times for January through December 2021. A list of potential meeting dates is presented herewith for the Board's consideration.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2021 and make a determination about how many Board meetings are to be held during the 2021 calendar year, and when.

**ADDITIONAL MATERIALS:**

**Attached:** [2021 Draft Board Meeting Schedule \(1 page\)](#)  
[2021 Board Meeting Exceptions to Recurrence & Rationale \(1 page\)](#)  
[2021 Calendar with Holidays](#)



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

**SCHEDULE OF BOARD MEETINGS  
 JANUARY – DECEMBER 2021**

(UNLESS OTHERWISE INDICATED, ALL REGULAR BOARD MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 5:00 PM)

January	20	Regular Board Meeting (Note: only ONE regular meeting in January)
February	3	Regular Board Meeting
February	17	Regular Board Meeting
March	3	Regular Board Meeting
March	17	Regular Board Meeting
April	14	Regular Board Meeting (Note: only ONE regular meeting in April)
May	5	Regular Board Meeting
May	19	Regular Board Meeting
June	2	Regular Board Meeting
June	23	Regular Board Meeting
July		No meeting in July
August	4	Regular Board Meeting
August	25	Regular Board Meeting
September	8	Regular Board Meeting
September	22	Regular Board Meeting
October	6	Regular Board Meeting
October	20	Regular Board Meeting
November	3	Regular Board Meeting
November	17	Regular Board Meeting
December	15	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE regular meeting in December)

*The meeting schedule shown above is subject to change at any time.*

Spring Break 2020-21: March 29-April 9, 2021  
 Last Day of School 2020-21: June 17, 2021  
 First Day of School 2021-22: August 19, 2021

Board Approved: 12/16/20

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

This is the time for the Board of Trustees to discuss options for changes to the Board meeting dates or times for January through December 2021. A list of potential meeting dates is presented herewith for the Board's consideration, based on the usual recurrence of the first and third Wednesday of the month. Exceptions to the recurrence and rationale are listed in the following table.

<b>Month</b>	<b>Meeting Dates</b>	<b>Rationale</b>
January 2021	One meeting - <b>January 20, 2021</b>	Winter Break December 21, 2020-January 8, 2021
April 2021	One meeting - <b>April 14, 2021</b> (2 <sup>nd</sup> Wednesday)	Spring Break March 29 – April 9, 2021
July 2021	No meeting in July	No students/school offices closed
August 2021	2 <sup>nd</sup> meeting moved to 4 <sup>th</sup> Wednesday - <b>August 25, 2021</b>	To avoid meeting during the 1 <sup>st</sup> week of school
September 2021	<b>September 8 &amp; 22, 2021</b> (2 <sup>nd</sup> & 4 <sup>th</sup> Wednesdays)	Pushed back to allow two weeks after the August 25 meeting
December 2021	One regular meeting – <b>December 15, 2021</b> (3 <sup>rd</sup> Wednesday)	Winter Break December 20-31, 2020



# 2021 Calendar

**January 2021**

N	S	M	T	W	T	F	S
53						1	2
1	3	4	5	6	7	8	9
2	10	11	12	13	14	15	16
3	17	18	19	20	21	22	23
4	24	25	26	27	28	29	30
5	31						

**February 2021**

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

**March 2021**

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

**April 2021**

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

**May 2021**

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

**June 2021**

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

**July 2021**

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

**August 2021**

N	S	M	T	W	T	F	S
31	1	2	3	4	5	6	7
32	8	9	10	11	12	13	14
33	15	16	17	18	19	20	21
34	22	23	24	25	26	27	28
35	29	30	31				

**September 2021**

N	S	M	T	W	T	F	S
35				1	2	3	4
36	5	6	7	8	9	10	11
37	12	13	14	15	16	17	18
38	19	20	21	22	23	24	25
39	26	27	28	29	30		

**October 2021**

N	S	M	T	W	T	F	S
39						1	2
40	3	4	5	6	7	8	9
41	10	11	12	13	14	15	16
42	17	18	19	20	21	22	23
43	24	25	26	27	28	29	30
44	31						

**November 2021**

N	S	M	T	W	T	F	S
44		1	2	3	4	5	6
45	7	8	9	10	11	12	13
46	14	15	16	17	18	19	20
47	21	22	23	24	25	26	27
48	28	29	30				

**December 2021**

N	S	M	T	W	T	F	S
48				1	2	3	4
49	5	6	7	8	9	10	11
50	12	13	14	15	16	17	18
51	19	20	21	22	23	24	25
52	26	27	28	29	30	31	

2021 Holidays		Notes
<b>Jan 01:</b> New Year's Day	<b>Sep 06:</b> Labor Day	
<b>Jan 18:</b> Martin Luther King Day	<b>Oct 11:</b> Columbus Day	
<b>Feb 15:</b> Presidents Day	<b>Nov 11:</b> Veterans' Day	
<b>May 31:</b> Memorial Day	<b>Nov 25:</b> Thanksgiving	
<b>Jul 04:</b> Independence Day	<b>Dec 25:</b> Christmas Day	

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

**Appointment/Reappointment of Board Representatives to District Committees (Dr. Aguilera-Fort)**

---

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

Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2020 Rep: Trustee Cordes

2021 Appointee: \_\_\_\_\_

Budget Advisory Committee

2020 Rep: Trustee Cordes

Alternate: Trustee Madrigal Lopez

2021 Appointee: \_\_\_\_\_ Alternate: \_\_\_\_\_

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is appropriate for the Board of Trustees to select from among its members representatives to the Ventura County Committee on School District Organization and the Budget Advisory Committee.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Preliminary

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

---

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

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

On December 18, 2019, the Board appointed the following representatives to the Trust:

- Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- Ms. Pam Morrison, as a retiree of the Oxnard School District.

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

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current appointment of representatives to the Oxnard School District Employee Health and Welfare Benefits Trust and make a determination regarding the appointments of the Board Member and Retiree Representatives.

1. Re-appoint Monica Madrigal Lopez as the 2021 Board Member Representative, or propose a new representative.
2. Appoint Robin S. Lefkovits as the 2021 Retiree Representative, or propose a new representative.

The third representative is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

**ADDITIONAL MATERIALS:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section A: Presentation

**Presentation of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)**

---

The December 2020 Report provides the sixteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last June 2020 six-month update (adopted by the Board in August 2020) and the time of this document’s publishing in December 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

**FISCAL IMPACT:**

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$410.1 million due to decreased estimated State aid revenues. No adjustments are proposed to the project expenditures. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding.

**RECOMMENDATION:**

It is the recommendation of the District’s Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the December 2020 Semi-Annual Implementation Program Update for adoption at its next regular meeting in January 2021.

**ADDITIONAL MATERIALS:**

**Attached:** [Master Construct & Implementation - 16th Semi-Annual Report Presentation \(9 pages\)](#)  
[December 2020 Implementation Plan Update Report \(54 pages\)](#)



# OXNARD SCHOOL DISTRICT

Ventura County

## Master Construct & Implementation Program – 16<sup>th</sup> Semi-Annual Update

*Board of Trustees Presentation  
December 16, 2020*

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6425 CHRISTIE AVENUE  
SUITE 270  
EMERYVILLE, CA 94608  
(510) 596-8170

815 COLORADO BLVD  
SUITE 201  
LOS ANGELES, CA 90041  
(323) 202-2550

1901 S. VICTORIA AVENUE  
SUITE 106  
OXNARD, CA 93035  
(805) 201-1989

**CFW**  
— INC.

# Overview

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- The sixteenth semi-annual update to the Master Construct and Implementation Program (Program) is presented this evening for Board consideration
- Major activities completed and undertaken and updates over the last six-month period include:
  - ✓ Completion of Phase 2 improvements at McKinna Elementary School including the demolition of the existing facilities and construction of new playfields, parking, and a safe walkway path for safe students and staff from J Street, through the school campus, to the new newly constructed school site
  - ✓ Submittal of the design plans to the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe and Ritche elementary schools
  - ✓ Receipt of approximately \$7.3 million in State aid reimbursements for the Lemonwood reconstruction project expected by December 2020
  - ✓ Refinancing of \$95 million of the District's outstanding General Obligation (G.O.) bonds generating over \$9 million in taxpayers savings over time
  - ✓ Payoff of the District's 2010 Certificates of Participation which were originally issued in 1997 to complete construction of Brekke Elementary
  - ✓ Issuance of approximately \$11 million in Measure "D" Series 2020C G.O. bonds

# Status of Master Construct Projects

## Completed - 100% Local Funding

✓	Project 1 Science Labs/Kindergartens (9)
✓	Harrington Elementary
✓	Lemonwood Elementary
✓	Marshall 12 Classroom Building
✓	Elm Elementary
✓	Harrington ECDC
✓	Kindergarten/Flex Classrooms: Ritchen, Ramona, McAuliffe, Brekke
✓	McKinna Elementary
✓	Lemonwood ECDC

## Pending Construction - Local and State Funding

	Rose Avenue Elementary
	Seabridge Elementary

## Pending Approval - Local and State Funding

	Ritchen Elementary Modernization
	McAuliffe Elementary Modernization
	Doris Patterson K-5/6-8



These projects have been implemented subject to the Basic strategy

These are proposed subject to the Basic and Extended strategy

These are proposed subject to the Basic and Extended strategy

# Educational Program

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- In the spring of 2018, the district developed a three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum was developed for those standards, and it was integrated with the academies at each of the school sites
- The District still provides academic instruction through the distance learning model due to COVID 19 concerns. The District was able to refine methods of instruction and provide resources that worked within the distance learning instructional model
- The District has been phasing in the use of Canvas districtwide and will be in full implementation by December 2020
- For the 2020-21 school year, distance learning schedules were developed that included three learning spaces: synchronous, asynchronous, and independent
- To improve the instructional programs and meet the academic needs of the students, a proposed reorganization plan was presented to the Board to align positions more fully with the District's educational program needs
- The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to meet the challenge of distance learning and to provide the environment in which to foster the 21st Century skills students need



# State Aid

---

- By December 2020, the District will have received approximately \$27 million in State aid grants for reimbursements to support the program
- Previous State aid receipts include approximately \$9 million for prior Driffill Elementary improvements, \$9.7 million for the reconstruction of Harrington, and \$1.1 million for modernization improvements at Fremont. The District anticipates the receipt of approximately \$7.3 million in State aid for the Lemonwood reconstruction project by December 2020
- The new construction application for the Marshall 6-8 classroom building of \$4.5 million is currently under review by the State and is anticipated to be returned to the District due to lack of current new construction eligibility
- Approximately \$56.1 million in remaining applications await funding and review by the State, including \$53.8 million in new construction and \$2.3 million in modernization
- The State has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility
- If enrollment and eligibility do not rebound in time to access the funding of the remaining applications, the District may need to consider additional local funding to make up for the shortfall for future projects
- State aid applications submitted to the applications beyond bond authority list will require a future Statewide bond for funding. It is anticipated that another Statewide bond will be placed on the ballot as soon as 2022

# Proposed Master Budget - Sources

- The Proposed Master Budget has been decreased to \$410.1 million due to decreased State Aid revenues

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 13,269,341	\$ -	\$ -	\$ 13,269,341	\$ -
Series E	\$ 23,146,769	\$ -	\$ -	\$ -	\$ 23,146,769
<b>Total Master Construct Bonds</b>	<b>\$ 141,649,963</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 81,144,412	\$ -	\$ 10,562,848	\$ 69,991,309	\$ 590,255
Est. Developer Fees	\$ 56,703,006	\$ 7,454,555	\$ 4,424,484	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 12,240,557	\$ 1,594,953	\$ 3,856,391	\$ 1,836,894	\$ 4,952,320
<b>Est. Total Sources</b>	<b>\$ 410,077,107</b>	<b>\$ 127,388,677</b>	<b>\$ 124,077,576</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>

\*Estimated State grant amounts are dependent on maintaining program eligibility

# Proposed Master Budget - Uses

- No adjustments to project costs are recommended
- It is recommended that the District proceed with the reconstruction of Rose Avenue
- The Program has been decreased to \$410 million to accommodate estimated decreases in funding
- State aid applications submitted to the applications beyond bond authority list will require a new future Statewide bond for funding

Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,885,046	\$ 25,683,386	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 386,962,566</b>	<b>\$ 142,320,439</b>	<b>\$ 95,375,536</b>	<b>\$ 99,461,643</b>	<b>\$ 49,804,949</b>
Brekke ES COP Lease Payments	\$ 4,316,718	\$ -	\$ 4,316,718	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,264,055</b>	<b>\$ -</b>	<b>\$ 9,880,555</b>	<b>\$ 2,062,500</b>	<b>\$ 2,321,000</b>
Program Reserve	\$ 8,850,486	\$ (14,931,762)	\$ 3,889,723	\$ 4,276,600	\$ 684,163
<b>Est. Total Uses</b>	<b>\$ 410,077,107</b>	<b>\$ 142,320,439</b>	<b>\$ 109,145,813</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 410,077,107</b>				

\*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

# Other Considerations

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- It is recommended that the District proceed with the reconstruction of Rose Avenue Elementary in order to provide additional 21st century learning environments and to better accommodate distance, hybrid, and in-person instructional models as needed
- The reconstruction of Rose Avenue Elementary would require local funding at this time, and the construction of Seabridge Elementary would need additional State aid reimbursements or an additional future bond sale from Measure “D” to be received before commencing with construction
- The District has issued approximately \$106.0 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.6 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated
- The District is in the process of proceeding with the next series of Measure “D” bonds in which the size of the issuance will depend on market conditions at the time of the bond sale, but the District is expected to garner approximately \$10.8 million of funds to be received and available for use by the end of the calendar year
- The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications
- Over the long term, the Board and District have discussed and are evaluating the need to further consider options to once again to seek an interim local solution to mitigate the continued delay in the receipt of State aid funds and the impact of the balance of required facility improvements

# Next Steps

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- Traditionally, adoption of the six-month update is a two-step process
- Tonight the six-month report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the six-month report will be considered at the regular January 2021 Board meeting



December 2020



OXNARD  
SCHOOL  
DISTRICT

# MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Prepared by:

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For:

**Oxnard School District**

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Debra M. Cordes, Clerk  
Denis O’Leary, Trustee  
Veronica Robles-Solis, Trustee  
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Dr. Karling Aguilera-Fort, Superintendent  
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Dr. Ana DeGenna, Assistant Superintendent, Educational Services  
Dr. Victor Torres, Assistant Superintendent, Human Resources and Support Services  
Dana Miller, Director of Facilities

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# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the sixteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last June 2020 six-month update (adopted by the Board in August 2020) and the time of this document’s publishing in December 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated master budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

## 1.1 EDUCATIONAL PROGRAM

In the spring of 2018, the District developed a three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) were mapped, and that corresponding curriculum was developed for these standards and then integrated with the academies at each of the school sites.

The District was moving forward with this implementation plan when it suddenly had to move all instruction to distance learning due to concerns regarding the developing COVID-19 pandemic. As the COVID-19 pandemic unfolded, the requirement for students, teachers, and administrators to shelter in

place as of March 16, 2020 profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model. This required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely while ensuring consistent access to online resources and finding ways to provide instruction to all students.

Although the California Department of Education (CDE) was hopeful that students could return to in-person instruction or a hybrid instructional model of distance and in-person learning in the beginning of the 2020-21 academic year, the District is still providing academic instruction through a distance learning model due to State and local protocols related to COVID-19. The District utilized the summer months to refine methods of instruction and provide resources to instructors and other academic support staff members that worked within the distance learning instructional model. The District also evaluated content management systems that could be implemented to provide a more streamlined content delivery system to students and a more effective method of assessing student achievement in a remote setting. The District selected the Canvas Learning Management Platform and has been phasing in the use of Canvas across schools with the goal of full implementation by the end of the current calendar year.

For the 2020-21 school year, distance learning schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. While continuing with distance learning, the District is monitoring and reviewing the academic achievement of students. Principals and other administrative and instructional staff have returned to the school site in order to provide greater support to the distance learning model. To improve the instructional programs and meet the academic needs of the students, a proposed reorganization plan was presented to the Board to align positions more fully with the District's educational program needs.

With the completion of the new instructional spaces of McKinna Elementary, the District now has five 21<sup>st</sup> century schools, with additional improvements made at 11 other schools in the District. These improvements provide classroom environments in which teachers have the tools to provide the instructional shifts necessary to meet the challenges of distance learning and to provide the environment in which to foster the 21<sup>st</sup> century skills students need. It is anticipated that the District will transition from a distance learning model to a hybrid instructional model of distance and in-person learning once State and local requirements are met and it is deemed appropriate to do so. Recent fluctuations in the number of COVID-19 cases in Ventura County and the surrounding area have made it difficult to determine a specific date for the implementation of a hybrid model or a return to full, in-person instruction.

## 1.2 FACILITIES PROGRAM

The District continues to implement the Basic strategy using local funding sources including proceeds from Measure "R" and Measure "D", approved by voters in 2012 and 2016 respectively, as well as developer fee receipts and other facility fund balances allocated to the Program by the Board where available. The continued implementation of Enhanced and Extended strategies remains dependent on receiving State

reimbursements for previously completed projects and the District’s ability to maintain eligibility for State new construction and modernization grants as well as Financial Hardship. The District continues to rely on the Basic and Enhanced strategies due to continued delays in the processing of submitted applications to the SFP and the recent failure to pass a new Statewide bond measure for school facilities in March 2020. This has required the acceleration of bond sales from Measure “D” to continue the implementation of the Program.

Major progress of facilities projects over the last six-month period include:

- Completion of Phase 2 improvements at McKinna Elementary including the demolition of the existing facilities and construction of new playfields, parking, and a walkway path for safe student and staff passage from J Street to the new newly constructed school site
- Submittal of design plans to the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe Elementary and Ritche Elementary
- Payoff of the District’s 2010 Certificates of Participation, which were originally issued in 1997 to complete construction of Brekke Elementary
- Receipt of approximately \$7.3 million in State aid reimbursements for the Lemonwood reconstruction project, expected in December 2020

Over the long term, the Board and District have discussed and are evaluating the need to further consider options to once again to seek an interim local solution to mitigate the continued delay in the receipt of State aid funds and the impact on the balance of required facility improvements under the Master Construct Program.

### 1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Total sources of funding are anticipated to decrease to approximately \$410 million from \$422.2 million due to decreased State aid revenues. It is recommended that the District proceed with the reconstruction of Rose Avenue Elementary in order to provide additional 21<sup>st</sup> century learning environments and to better accommodate distance, hybrid, and in-person instructional models as needed. The reconstruction of Rose Avenue Elementary would require local funding at this time, and the construction of Seabridge Elementary would necessitate additional State aid reimbursements to be received or an additional future bond sale from Measure “D” prior to commencing with construction. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding. As reported in June 2020, estimated State revenues assume the District’s ability to recapture its eligibility for applications awaiting review by the State. If enrollment and the consequent eligibility do not rebound in

time to access funding from the remaining applications when reviewed by the State Allocation Board (SAB), the District would require additional local funding in order to make up for the shortfall needed for future projects.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The State’s delay in processing applications and projected decreases in enrollment by the District has negatively affected current State aid eligibility for Program reimbursements and implementation, providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

#### 1.4 RECOMMENDATIONS

It is recommended that the Board:

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

# EDUCATIONAL PROGRAM

## 2.1 EDUCATIONAL PROGRAM OVERVIEW

The Oxnard School District continues to monitor the academic program to ensure that students are learning. There is an emphasis on effective first instruction, creating a collaborative culture, using data to drive decisions, and use evidence-based instructional practices. All of these practices enhance the work already begun with mapping standards, aligning curriculum, and integrating with the academies at the schools. In November 2020, a plan for realignment of the Educational Services Department was presented to the Board to support the District’s vision, mission, and goals for student achievement.

The Academic Goals for the District are:

- All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities
- Student will demonstrate consistent academic growth on District-based assessments
- Student will demonstrate sustainable academic growth by moving one or two levels across the different bands in the SBAC
- The number of students meeting and exceeding standards will increase
- Three to five percent additional students will move from approaching to meeting and/or exceeding standards (3 consecutive years)

## 2.2 IMPLEMENTATION PLAN AND DISTANCE LEARNING

In the spring of 2018, the District developed a three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum was developed for those standards, and it was integrated with the academies at each of the school sites. This plan detailed when grade levels would map standards, write instructional units, pilot and revise the units, and publish the units. In addition, specific staff development days for both administrators and students were determined. A flow chart was developed to answer the following four questions and determine who was primarily responsible for developing actions to ensure students were learning and were given opportunities for advanced learning activities:

1. What do students need to know and be able to do? (Essential questions in the CCSS and NGSS)
2. How will we know if they have learned it? (Assessments for the CCSS and NGSS)
3. What will we do if they have not learned it? (Multi-tiered Systems of Support)

4. What will we do if they have? (Extension and Enrichment that brings depth and complexity through student created projects)

The District was continuing to move forward with the educational implementation plan when the District had to move all instruction to a distance learning model in the spring of 2020 due to the developing COVID-19 pandemic. A tremendous effort was undertaken to accommodate distance learning in a relatively short period of time in order to complete the 2019-20 academic year. This disruption also meant that staff development was put on hold in addition to the mapping of the standards and alignment of the curriculum to the standards.

As the COVID-19 pandemic unfolded, the requirement for students, teachers, and administrators to shelter in place as of March 16, 2020 profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model. This required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely while ensuring consistent access to online resources and finding ways to provide instruction to students. In addition, online resources needed to be secured and published on the District website so that they were accessible for all students and teachers. The District had to do staff development related to distance learning, including use of new technologies and ways to connect with students, use of current technologies in a different way, and consistent use of online resources.

Although the hope was that in-person would be able to resume during the 2020-21 academic year, the District started the year with a distance learning model due to State and local regulations and public health guidelines. As with every district, this has not been without its struggles. Implementation was smoother in fall 2020 than in the spring as the District made changes based on feedback and lessons learned during the spring. The District was able to refine methods of instruction and provide resources that worked within the distance learning instructional model. For example, the District purchased a learning management platform, Canvas. Teachers upload curriculum into the system so that it is available online to both students and parents by grade and by class. There are links to assessments as well. The District has been phasing in the use of Canvas districtwide and will be in full implementation by December 2020.

For the 2020-21 school year, distance learning schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers meet with students via Zoom, Google Meets or Teams during synchronous learning time. Students are to work on completing projects and assignments related to the standards to show master of the standards during asynchronous learning time. During independent learning, student work on Lexia Core 5, Lexia Power Up and STMath, software programs the District purchased. For science, the District purchased Mystery Science software programs. Teams of teachers created grade level units for social science that were placed into Canvas. Schedules for each class are located on the District website for easy access for both students and parents.

While continuing with distance learning, the District is monitoring and reviewing the academic achievement of the students. To improve the instructional programs and meet the academic needs of the

students a proposed reorganization plan was presented to the Board to align positions more fully with the District’s educational program needs. A new emphasis was placed on improving authentic engagement, communication and collaboration with the families and community as well as providing equity between the staff, families, and community. The District desires to improve communication with staff, families, and the community as well as to provide enrichment opportunities for all students. Likewise, the District desires to address any systemic inequalities between student groups that include English learners, African American and other sub-groups and to increase engagement with these families.

It is anticipated that the District will transition from a distance learning model to some form of a hybrid instructional model that incorporates both distance and in-person learning once State and local requirements are met and it is deemed appropriate to do so. Recent fluctuations in the number of COVID-19 cases in Ventura County and the surrounding area have made it difficult to determine a specific date for the implementation of a hybrid model in addition to a return to full, in-person instruction.

### 2.3 INSTRUCTIONAL CHANGES AND 21<sup>ST</sup> CENTURY LEARNING

Instructional changes and the learning environments in which to make these changes continue to be important if students are going to be prepared for the digital workforce they will enter. Governors across the nation of both the Democrat and Republican Parties became concerned that students were not prepared for the workforce and wanted changes to the educational system. In the early 2000s business leaders, educators, academics scholars, and government leaders came up with a list of skills that were most important for students to have to be prepared for the rapidly changing digital workforce and these were called the 21st Century skills. These skills include learning and innovation skills, digital literacy, career and life skills, creativity, communication, critical thinking, analyzing, problem solving, teamwork, and collaboration. The World Economic Forum divided the skills students needed to be successfully prepared for the work force into Hard Skills and Soft Skills. The Hard Skills were reading, writing and arithmetic. The Soft Skills were creativity, curiosity, communication, critical thinking, problem solving, social skills, exploration, inquisitiveness, grit, innovate, imagination, motivation, agility, adaptability, imagination, and self-management. It is important that teachers provide opportunities for students to engage in classwork that supports learning and using these 21<sup>st</sup> century skills.

The District now has five 21<sup>st</sup> century schools with additional improvements made at 11 other schools in the District. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to meet the challenges of distance learning and to provide the environment in which to foster the 21<sup>st</sup> century skills students need. They have the necessary technology with three monitors that support both in classroom and distance learning. These learning environments also support hybrid instructional models with the teacher teaching some of the students at home while others are in class. Because the furniture is mobile and flexible, it is easily reconfigured to meet the needs for six-foot space between students if bringing students back to school in a “hub” for additional instructional support to a small group of students. In addition, multiple white boards provide students the opportunity to work at wall surfaces a distance from other students. The teacher can check their work and provide feedback from a distance as well. In addition, students can show their work on the



monitors so that instructional feedback can be given from which all students can learn. The online resources the District has procured for distance learning can continue in a hybrid learning model. These resources can provide appropriate instruction to a larger group of students allowing the teacher to work more directly with a small group of students on specific skills they are lacking or on processes to become more independent and self-directed learners who are engaged and using 21<sup>st</sup> century skills. These classrooms can be used as the model spaces for bringing students back to school in a safe and healthy manner.

The current situation also requires teachers, students and administrators to move beyond the superficial use of technology and digital devices into pedagogies that support deep learning and understanding by looking at their curriculum to determine if the assignment:

- (1) requires critical thinking on the web;
- (2) opens new lines of inquiry;
- (3) provides new opportunities for the students to engage with authentic audiences from around the world;
- (4) provides for the student to “publish” and then receive feedback from authentic audiences; and
- (5) provides the student an opportunity to create a contribution.

Curriculum and assignments will need to be altered over time to include new assignments that engage students, provide for student voice and choice, and incorporate the above strategies with the use of technology and digital devices to create deep learning and understanding, regardless of the instructional model implemented. The work the District has begun with mapping of the standards and creating online content and resources for these standards that are aligned with the academies, and developing mobile and flexible learning spaces that support 21<sup>st</sup> Century learning with robust technology position the District to implement curriculum and assignments that achieve deep learning and understanding.

# STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program. The following section provides a brief update of the considerations surrounding the COVID-19 pandemic as well as the suggested need to continue planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program.

## 3.1 COVID-19 PANDEMIC

The World Health Organization declared the outbreak of COVID-19 a pandemic in March 2020. In March 2020, the State of California issued a statewide “Shelter in Place” order resulting in school districts across the State to close schools and immediately shift to remote learning for the remainder of the school year and rethink school openings and operations for the 2020-21 academic year and beyond. Since then, the State has established a blueprint for reducing COVID-19 with revised criteria for loosening and tightening restrictions on activities including public school instruction. Every county in California is assigned to a tier based on its test positivity and adjusted case rate for tier assignment. Additionally, a health equity metric took effect on October 6, 2020. In order to advance to the next less restrictive tier, each county needs to meet an equity metric or demonstrate targeted investments to eliminate disparities in levels of COVID-19 transmission, depending on its size. As it pertains to public school instruction, schools in counties within Tier 1 are not permitted to reopen for in-person instruction, with an exception for waivers granted by local health departments for TK-6 grades. Schools that are not authorized to reopen, including TK-6 schools that have not received a waiver, may provide structured, in-person supervision and services to students under the Guidance for Small Cohorts/Groups of Children and Youth.

Schools are eligible for resuming at least some in-person instruction following California School Sector Specific Guidelines once the county is out of Tier 1 (and thus in Tier 2) for at least 14 days, which is similar to being off the County Data Monitoring List for at least 14 days. The first day a county is considered in Tier 2 is the Wednesday after the weekly county tier assignments are announced and posted on the CDPH website (Tuesdays). For example, if a county is assigned to Tier 2 on Tuesday, October 13, the first full day the county is in Tier 2 is Wednesday, October 14. The county will have completed 14 days in Tier 2 on Tuesday, October 27 and may reopen schools for in-person instruction on Wednesday, October 28. As noted above, local public health officials may continue to implement or maintain more restrictive public health measures if the local health officer determines that health conditions in that jurisdiction warrant such measures.

Higher Risk → Lower Risk of Community Disease Transmission***				
	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Measure				
Adjusted Case Rate for Tier Assignment** (Rate per 100,000 population* excluding prison cases^, 7 day average with 7 day lag)	>7	4-7	1-3.9	<1
Testing Positivity^ (Excluding prison cases^, 7 day average with 7 day lag)	>8%	5-8%	2-4.9%	<2%

As stated in the July 17, 2020 School Re-opening Framework, schools are not required to close if a county moves back to Tier 1 but should consider surveillance testing of staff. However, if a school or district had not already reopened for in-person instruction while in Tier 2 and is then moved to Tier 1, it may not reopen those schools until the county moves back to Tier 2 and remains in Tier 2 for 14 days. In the case of the Oxnard School District, the 2020-21 academic school year commenced while Ventura County was still in Tier 1. The County moved into Tier 2 on October 5, 2020 and the District began the process of implementing a hybrid instruction model; however, the County has since reentered Tier 1 as of November 16, 2020.

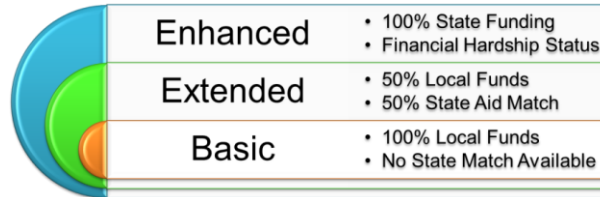
Therefore, the District continues to face the difficult task of providing a distance learning program for students as they have transitioned from the traditional school model of one teacher with a group of students in one room to distance learning with students participating remotely. The District is also having to face the challenge of establishing protocols, timing, and implementation of a hybrid learning model with the goal of resuming full-time, in-person instruction when it is deemed appropriate to do so. In the meantime, the number of COVID-19 cases in Ventura County and the surrounding area continue to fluctuate, jeopardizing a specific date for the implementation of hybrid or in-person instruction at this time. The District will need to continue to adapt to the guidance provided by local and State public health officials.

As it pertains to the facilities program, the CDE and the DSA have not provided updates to building codes or requirements for California public K-12 schools specifically related to the pandemic. Design and construction of the District’s facilities will continue to adhere to the guidance and requirements provided by the appropriate State and local agencies with jurisdiction over such projects. Any material changes to these requirements will be shared with the District and Board in a timely manner, so that decisions regarding potential impacts on the District’s educational specifications may be considered. Meanwhile, public school construction and related activities continue to be categorized as an essential infrastructure sector by the Federal Government and construction of the District’s projects have continued while adhering to local public health guidance since the “Shelter in Place” order was issued in March 2020.

### 3.2 PROGRAM CONSIDERATIONS

Since the beginning of the Master Construct Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Master Construct Program as summarized below:

**Figure 1: District Adopted Funding Strategies**



Enhanced	<ul style="list-style-type: none"><li>• 100% State Funding</li><li>• Financial Hardship Status</li></ul>
Extended	<ul style="list-style-type: none"><li>• 50% Local Funds</li><li>• 50% State Aid Match</li></ul>
Basic	<ul style="list-style-type: none"><li>• 100% Local Funds</li><li>• No State Match Available</li></ul>

During this period, the District has completed the P2P construction of Driffill, the reconstruction of Harrington, Elm, Lemonwood, McKinna, and a new classroom building at Marshall to complete its transformation into a K-8 school. Construction of TK/K, and special education facilities at various existing sites was also completed. Land has been purchased for the Seabridge and Doris Patterson K-5/6-8 schools. Likewise, Division of State Architect (DSA) design approvals have been received for the K-5 reconstruction of Rose Avenue and the new construction of Seabridge.

The Master Construct Program recommended the reconstruction of the permanent capacity of Marina West and Sierra Linda as 21st Century schools, however those projects were removed from the adopted Master Construct Program, due to lack of anticipated funding in the foreseeable future. The next phases of improvements call for the construction of a new Seabridge Elementary, reconstructing Rose Avenue School, and constructing elementary/middle school facilities at the Doris/Patterson site. Previously, the new Seabridge Elementary was planned to be constructed from existing local funds, and the reconstruction of Rose Avenue was anticipated to be dependent on future local and State funding. It is recommended that due to further delays in State reimbursements and grants that the District now proceed with the reconstruction of Rose Avenue by utilizing existing local funds and utilize future local and State funding to construct Seabridge Elementary. The new facilities planned at Doris/Patterson site are anticipated to be funded through a combination of future bond sales and State aid reimbursements.

While current enrollment trends are forecasting decline, select school sites within the District exceed the ability to house students in permanent classrooms, thus relying on portable facilities. In addition, some of these portable and permanent facilities may already be in use as support spaces or other educational programs that are not fully loaded with students throughout the day or utilize a lower classroom loading (e.g., computer labs, piano labs, academy rooms, special education, RSP programs, etc.) necessary to the conduct of the adopted educational program and not readily available to support additional classroom use immediately.

Continued investment in the new Seabridge Elementary and Doris/Patterson sites will provide long term permanent capacity and ability to remove portable classrooms and house students in the desired permanent 21<sup>st</sup> Century Learning Environments, providing more equitable facilities and planning for any growth in the future should trends and needs change. The new facilities may also provide the ability to accommodate shifts in available space during periods of constructing new classrooms or modernizing existing classrooms, reducing the need for potential interim housing during construction. It may also be useful in accommodating additional support and enrichment space that may be required in portable facilities based on the needs of the educational program or recommendations regarding its reconfiguration, if needed.

Additional 21<sup>st</sup> century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily drawn from a combination of existing local sources and anticipated State aid reimbursements. However, delays by the State in the processing of eligible District grant applications and in the limited sale of voter-approved Prop. 51 bonds have reduced grant reimbursements by the State, reducing the receipt of funds from remaining eligible projects. Delays in program implementation subject remaining projects to escalating market costs, which may reduce the number of projects that may be funded overall. Over the long-term, the District may be required, once again, to supplement the Basic Strategy and start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Master Construct Program.

# FACILITIES PROGRAM

The Master Construct Program implements planned 21<sup>st</sup> century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21<sup>st</sup> Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway.

The next phases of improvements call for the construction of new elementary and middle school facilities and reconstructing Rose Avenue school. Additional 21<sup>st</sup> Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

## 4.1 COMPLETED PROJECTS

Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. McKinna Elementary achieved Substantial Completion in February 2020 for Phase 1 improvements including the buildings and associated sitework, such as fencing, parking lot construction and landscaping. Phase 2 construction at McKinna was completed in September 2020 and included the demolition of the existing facilities and construction of new playfields, parking, and a safe walkway path for safe Students and Staff from J Street to the new newly constructed school site.

Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritche, and the acquisition of the Doris/Patterson K-5/6-8 school site. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

## 4.2 PROJECTS UNDERWAY

The design plans for the new Seabridge and reconstructed Rose Avenue schools have received Division of State Architect (DSA) approval. Planning efforts associated with the LAFCo approval for the Doris/Patterson project continue; however the project has not yet begun the design process. The design plans for the modernization efforts planned at McAuliffe and Ritche elementary schools were submitted to DSA for review in October 2020 and are anticipated to receive DSA approval in February 2021. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

### 4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. DSA approval of the plans was received in July 2019.

Construction of the project is on hold pending the availability of State reimbursements and/or matching State grants. It is important that the improvements commence before expiration of any plans approved by DSA. Specifically, a school district shall, according to DSA and governing regulations, commence construction before the two-year anniversary of DSA approval otherwise risk voiding the approval. The regulations allow DSA to renew the approval on an annual basis, not to exceed four years, but authorize DSA to require school districts to revise the plans and specifications at its discretion to meet current regulations (e.g. Title 24 code changes).

Since the completion of all work must be achieved within four years of DSA approval, it is recommended that the District proceed with the construction of Rose Avenue Elementary utilizing existing local funds on hand. Over the next six months, CFW would commence with the negotiation of a guaranteed maximum price (GMP) with the selected builder and the procurement of the necessary professional consultants to proceed with the reconstruction of the school. Once negotiations are completed, the District would establish a date to begin construction.

Subject to the District maintaining sufficient enrollment, an application for new construction School Facility Program (SFP) Financial Hardship funding was submitted to the State in October 2019 for an estimated \$21.2 million and is on the State's "beyond bonding authority" list awaiting review. Considering the current backlog of OPSC applications, the District's place in line for the project, and the current availability of State funding, it may take more than a year for OPSC to begin processing the application. If the District proceeded with the reconstruction of Rose Avenue using local funds, this application would be amended to seek a 50 percent reimbursement from the State pending availability of State funds and the District's eligibility at the time that the application is reviewed. This approach would result in a reduction in the overall amount of anticipated State aid receipts by \$10.8 million. The approved "all in"

budget for the Rose Avenue project is \$30.7 million, and no adjustment to the overall budget is recommended at this time.

#### 4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge K-5 Elementary project consists of a 48,802 square foot, two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. In October 2018, this project received DSA approval for construction. At this time, the District is still seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with construction. In June 2019, an application for a Coastal Development Permit was submitted to the City for review and approval; as of the date of this report, the project is still awaiting approval. The District subsequently received a communication from the City with requests to provide additional information and go thru the City's planning process in order to get approval. In the last six months, the District's consultants have been in communication with the City regarding the requests to further align the school's design with the surrounding neighborhood and the City's planning regulations. However, some of the requests were found to be in conflict with DSA and CDE requirements, and negotiation with the City continues. Once final approval is received the project will be rebid and a construction schedule established. The current Board approved "all in" budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, adjustments may be required subject to future bid outcomes as described above.

#### 4.2.3 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The District's LAFCo consultants have conducted meetings with the City of Oxnard to review the project and to garner initial feedback on the proposed use of the site as part of the LAFCo pre-application process. In particular, the City has requested coordination with the Teal Club developer regarding utilities and other infrastructure improvements surrounding the Doris/Patterson site. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project, and additional discussions will need to be conducted to determine a suitable scope for off-site improvements germane to the District's proposed projects. The current Board-approved budget is \$800,572 for the project's environmental planning and LAFCo efforts and \$9.2 million for land acquisition. No budget adjustments are recommended at this time.



#### 4.2.4 MCAULIFFE ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of McAuliffe Elementary, including its 28 classrooms, STEAM Academy lab and piano lab, and support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classrooms and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center is proposed, as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. In October 2020, the design team submitted the design plans to the DSA for review. DSA approval is anticipated to be obtained by February 2021. An application to the California Department of Education (CDE) is anticipated to be submitted to the CDE by December 2020. The adopted “all-in” budget for the McAuliffe project, including hard and soft costs is \$4,959,744. No change to the adopted budget is proposed at this time.



***Rendering of Sample Modernized Classroom Facilities – by IBI Group***

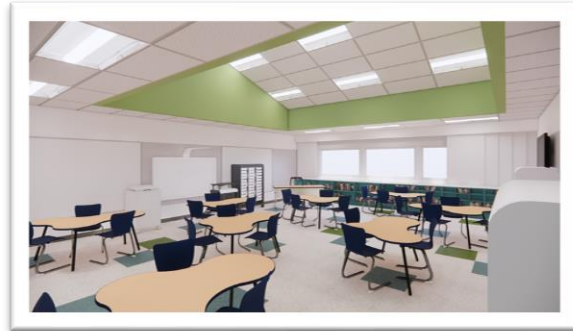


***Rendering of Modernized Library/Media Center (left) and MPR (right) Facilities – IBI Group***

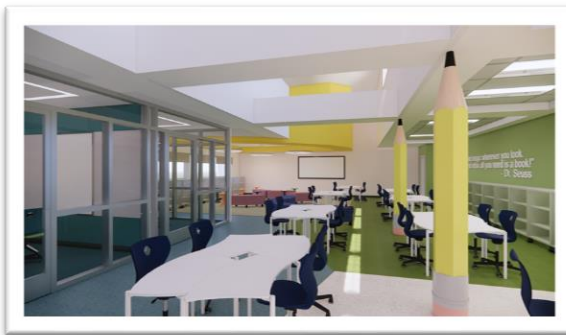
#### 4.2.5 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classrooms and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades. In conjunction with the McAuliffe modernization, the design team submitted design plans to the DSA for review in October 2020,

with DSA approval is anticipated by February 2021. A CDE application is also anticipated to be submitted by December 2020. The adopted “all-in” budget for the Ritchen project, including hard and soft costs is \$4,905,850. No change to the adopted budget is proposed at this time.



***Rendering of Sample Modernized Classroom Facilities – IBI Group***



***Rendering of Modernized Library/Media Center and STEAM Facilities – IBI Group***

### 4.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

# PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

By December 2020, the District will have received approximately \$27 million in State aid grants for reimbursements to support the program. This includes approximately \$9 million for prior Driffill Elementary improvements, \$9.7 million for the reconstruction of Harrington, \$1.1 million for modernization improvements at Fremont, and \$7.3 million for the reconstruction of Lemonwood. Approximately \$60.6 million in remaining submitted new construction and modernization applications remain in line at the State for review and funding. The next application in line for review by the State includes a \$4.5 million application for reimbursement funds for the Marshall new classroom building project. It is anticipated that this application will be returned to the District by the State because the District will likely exceed remaining new construction eligibility at the time of the application review. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. The District has issued approximately \$106 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated. The District recently completed the sale of the next series of Measure “D” of approximately \$11 million to provide additional funding for the construction of projects.

The following provides an update to the prior Program funding and expenditures provided to the Board in the June 2020 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed

activities over the next six-month period. Potential shortfalls due to SFP eligibility caused by enrollment decline, or further delays in receipt of State aid are identified and provided for review and further consideration.

## 5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program (SFP). OPSC administers various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 and modernization applications received after February 28, 2019 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State placed Proposition 13, the "Public Preschool, K-12, and College Health and Safety Bond Act of 2020," on the March 2020 ballot. Proposition 13 included a \$15 billion facilities bond to replenish facilities funding available to school districts and higher education institutions across the state, with \$9 billion to be allocated for K-12 education. The bond was not approved by voters. At this time, no decision has been made as to when the State will offer another opportunity for a statewide facilities bond to the voters.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are

summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

### 5.1.1 STATE AID MODERNIZATION

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

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2020 pupil grant is currently \$4,741 for elementary grades and \$5,014 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 1 and 2 summarize the District’s remaining estimated eligibility for State modernization grants for 311 permanent and 46 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. No changes in estimated eligibility are reported since the June 2020 report. As reported in June 2020, when an application is reviewed, the subject school site’s eligibility will be dependent on enrollment at that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

As shown in Table 1, the District may be eligible for approximately \$38.7 million in remaining matching modernization grants from permanent classrooms over time with approximately \$16.1 million is currently

available for two elementary schools (McAuliffe and Ritche) and two of the middle schools (Haydock and Frank), with Frank having the largest amount of grant eligibility available. Approximately \$5.7 million in grants are estimated to become eligible in the FY 2021-25 period. The remaining eligibility of approximately \$16.19 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive DSA project approval prior to the submittal of an application for modernization funding of a facility.

**Table 1: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	25	0		0		25	\$2,915,715	0		\$2,915,715
Chavez	36	0		0		0		36	\$4,210,008	\$4,210,008
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	44	0		44	\$5,956,632	0		0		\$5,956,632
Fremont	35	0		0		0		35	\$4,738,230	\$4,738,230
Harrington	0	0		0		0		0		\$0
Haydock	32	32	\$4,332,096	0		0		0		\$4,332,096
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,370,500	\$2,370,500
Marshall	26	0		0		0		26	\$3,081,650	\$3,081,650
McAuliffe	25	25	\$3,001,053	0		0		0		\$3,001,053
McKinna	0	0		0		0		0		\$0
Ramona	23	0		0		23	\$2,754,521	0		\$2,754,521
Ritche	24	24	\$2,825,636	0		0		0		\$2,825,636
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,489,025	\$2,489,025
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>311</b>	<b>81</b>	<b>\$10,158,785</b>	<b>44</b>	<b>\$5,956,632</b>	<b>48</b>	<b>\$5,670,236</b>	<b>138</b>	<b>\$16,889,413</b>	<b>\$38,675,066</b>

\*Current dollars

As reported in June 2020, Table 2 demonstrates remaining eligibility of approximately \$2.1 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.5 million in modernization applications have been submitted to the OPSC for grant reimbursements. Modernization funding applications will be submitted to the OPSC for the modernization improvements planned at McAuliffe and Ritche elementary schools upon receipt of DSA and CDE approval of the design plans.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.



**Table 2: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$237,050	0		\$237,050
Driffill	0	0		0		0		0		\$0
Elm	3	0		3	\$355,575	0		0		\$355,575
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,083,024	0		0		0		\$1,083,024
Harrington	5	3	\$355,575	2	\$237,050	0		0		\$592,625
Haydock	1	0		0		1	\$155,434	0		\$155,434
Kamala	6	0		5	\$592,625	1	\$118,525	0		\$711,150
Lemonwood	7	6	\$711,150	1	\$118,525	0		0		\$829,675
Marina West	2	0		0		0		2	\$293,942	\$293,942
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$118,525	0		0		0		\$118,525
McKinna	4	4	\$474,100	0		0		0		\$474,100
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$355,575	0		\$355,575
Sierra Linda	3	0		0		3	\$379,280	0		\$379,280
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>46</b>	<b>22</b>	<b>\$2,742,374</b>	<b>11</b>	<b>\$1,303,775</b>	<b>10</b>	<b>\$1,245,864</b>	<b>2</b>	<b>\$293,942</b>	<b>\$5,585,955</b>
<b>Submitted Applications</b>										
Project 1 - Fremont		8	\$1,083,024							
Project 1 - McAuliffe		1	\$118,525							
Harrington Kinder Annex				5	\$592,625					
Lemonwood K-8 Portables		6	\$711,150	1	\$118,525					
Elm Portables				3	\$355,575					
McKinna Portables		4	\$474,100							
<b>Total</b>		<b>19</b>	<b>\$2,386,799</b>	<b>9</b>	<b>\$1,066,725</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$3,453,524</b>
<b>Remaining Eligibility</b>		<b>3</b>	<b>\$355,575</b>	<b>2</b>	<b>\$237,050</b>	<b>10</b>	<b>\$1,245,864</b>	<b>2</b>	<b>\$293,942</b>	<b>\$2,132,431</b>

\*Current dollars

Should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site, as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

### 5.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity

to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2020 pupil grant is currently \$12,451 for elementary grades and \$13,169 for middle grades and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

By December 2020, the District will have received approximately \$27 million in State aid grants for reimbursements to support the program. Previous State aid receipts include approximately \$9 million for prior Driffill Elementary improvements, \$9.7 million for the reconstruction of Harrington, and \$1.1 million for modernization improvements at Fremont. The District anticipates the receipt of approximately \$7.3 million in reimbursement grant funding from the State for the Lemonwood reconstruction project by December 2020.

The next application in line for review by the State includes an application for reimbursement funds for the Marshall new classroom building project totaling approximately \$4.5 million. The District is awaiting receipt of a “15 day letter” from the State which will require a review of the District’s new construction eligibility. Upon receipt of the letter, an analysis will be conducted to review current data for new housing development and County birth rate information to review enrollment projections and new construction eligibility. Given that the District has currently exceeded remaining new construction eligibility, it is likely that the District will not qualify for this application, however this will be reviewed at time of receipt of the official “15 day letter” request. Should the District not qualify at that time, the application will be returned to the District. The District will have the option to resubmit the application; however this would result in the District losing its place in line.

In November 2020, the District received a notice from the OPSC requesting a substantial progress report for the new construction and modernization funds previously received for the Harrington reconstruction and Fremont modernization projects. A Form 50-06 (Expenditure Report to close project) and DLOPE



report (Detailed Listing of Project Expenditures) are required to be prepared for each project and are due to the State by January 8, 2021. Preparation of these reports is underway. Once the reports are complete, the District will need to have the District’s auditor conduct an audit of the funds to comply with the applicable laws and regulations and submit the final audit to the State Controller Office. The expenditure reports due to the OPSC must be submitted before the audit is completed.

Table 3 presents the latest ranked order of State workload list applications as of September 30, 2020, to be allocated to fund the remaining applications for the Master Construct projects that await funding and review by the State. As shown, \$56.1 million in applications (beyond the pending Marshall new construction application) await funding and review, including \$53.8 million for new construction and \$2.3 million for modernization. Eligibility for these funds continue to be impacted by substantial enrollment decline. Based upon State requirements, a new construction baseline eligibility completed for the District does not support funding of any new construction applications at this time.

**Table 3: Estimated State Ranked Funding Order of Submitted District Applications**

Projects	Type	Total Grant	Applications Ahead
Marshall	New Construction	\$4,484,704	Pending
	<b>Subtotal</b>	<b>\$4,484,704</b>	
Elm	New Construction	\$9,017,141	\$888,930,718
Harrington Kinder Annex	Modernization	\$638,165	\$962,259,247
Lemonwood Portables	Modernization	\$829,675	\$1,077,602,449
Ritchen Kinder	New Construction	\$840,861	\$1,406,595,728
Brekke Kinder	New Construction	\$678,482	\$1,407,403,955
McAuliffe Kinder	New Construction	\$896,499	\$1,408,049,803
Lemonwood Use of Grants	New Construction	\$2,048,164	\$1,440,732,934
Elm Use of Grants	New Construction	\$896,472	\$1,442,670,381
Marshall Use of Grants	New Construction	\$1,030,544	\$1,443,503,205
McKinna	New Construction	\$10,751,627	\$1,444,460,581
McKinna Use of Grants	New Construction	\$1,033,433	\$1,454,708,131
Elm Portables	Modernization	\$355,575	\$1,455,668,192
McKinna Portables	Modernization	\$474,100	\$1,456,073,071
Ramona Kinder	New Construction	\$629,766	\$1,460,931,276
Seabridge + Land	New Construction	\$14,337,555	Beyond Authority List
Seabridge Use of Grants	New Construction	\$846,668	Beyond Authority List
Rose Avenue	New Construction	\$10,766,932	Beyond Authority List
	<b>Subtotal</b>	<b>\$56,071,659</b>	
	<b>Total</b>	<b>\$60,556,363</b>	

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. However, in order to utilize this option, the State needs to have an ongoing active and fully funded facilities program at that time; otherwise a district may once again be subject to fluctuations in enrollment while waiting in line, which has been the case for the District over the last five years. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the

District would be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

### 5.1.3 FINANCIAL HARDSHIP FUNDING

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

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

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

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

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a hardship project.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

A new construction funding application requesting Financial Hardship was submitted to the State in October 2019 for the Rose Avenue project and is currently on the State's "Beyond Authority List" of

acknowledged but not processed applications. Should the District proceed with construction of Rose Avenue from existing funds, a revision to this application would be required when reviewed by the State.

#### 5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 4 presents State aid applications that have been filed with the OPSC and are either in the review process or are awaiting review and funding by the State, totaling approximately \$60.6 million. It also reflects the current pupil grant amounts in effect for 2020 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The majority of these applications rely on the actual or projected number of students and associated pupil grants available to house those students. The balance relies in large part on the application of a “use of grants” provision allowed by the SFP to accelerate additional funding by applying for additional grants to be used in the construction of a school facility. The “use of grants” approach allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A district is not required to actually load the classroom at the higher local standard when built.

**Table 4: Submitted State Aid Applications**

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Marshall	New Const.	316	100	216	0	0	0	\$4,089,604	\$395,100	\$4,484,704
Elm	New Const.	600	600	0	13	13	0	\$7,774,787	\$1,242,354	\$9,017,141
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$592,625	\$45,540	\$638,165
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$829,675	\$0	\$829,675
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$211,095	\$840,861
Brekke Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$48,716	\$678,482
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$266,733	\$896,499
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,048,164	\$0	\$2,048,164
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$896,472	\$0	\$896,472
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,030,544	\$0	\$1,030,544
McKinna	New Const.	675	675	0	35	26	9	\$9,327,682	\$1,423,945	\$10,751,627
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,033,433	\$0	\$1,033,433
Elm Portables	Mod.	75	75	0	0	0	0	\$355,575	\$0	\$355,575
McKinna Portables	Mod.	100	100	0	0	0	0	\$474,100	\$0	\$474,100
Ramona Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$0	\$629,766
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,463,512	\$6,874,043	\$14,337,555
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$846,668	\$0	\$846,668
Rose Avenue	New Const.	675	675	0	35	26	9	\$9,327,682	\$1,439,250	\$10,766,932
<b>Total</b>		<b>3,779</b>	<b>3,437</b>	<b>342</b>	<b>168</b>	<b>78</b>	<b>90</b>	<b>\$48,609,587</b>	<b>\$11,946,776</b>	<b>\$60,556,363</b>
<i>Total New Construction Pupils Used</i>		<i>3,304</i>	<i>2,962</i>	<i>342</i>	<i>168</i>	<i>78</i>	<i>90</i>			
<i>Total Modernization Pupils Used</i>		<i>475</i>	<i>475</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>			

At this time, the District has submitted 18 applications awaiting State reimbursement approximately \$60.6 million. In December 2020, the District is expected to receive approximately \$7.3 million in reimbursement grant funding from the State for the apportioned Lemonwood reconstruction application. Pending review of eligibility at time of receipt of the formal “15 day letter” notice for the Marshall new construction application (\$4.5 million), it is anticipated that the application will be returned to the District by the State due to the insufficient eligibility. The District will have the option to resubmit the Marshall application, which would result in the application being placed in line for future review and subject to the

District regaining its funding eligibility. The funding amounts from remaining applications awaiting review assume the District is able to regain or maintain its previous enrollment; otherwise any shortfall will need to be funded from local sources under the Basic Strategy.

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

## 5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State assistance projects. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.5 million in additional developer fee revenues as of June 30, 2020, for a grand total of \$11.9 million in collected revenues.

The District adopted a Residential and Commercial/Industrial Development School Fee Justification Study in April 2020 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.69 per square foot for residential development and \$0.436 per square foot for commercial development.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 8,199 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 8,199 future units, 5,165 are expected to be single family detached and 3,034 are expected to be multi-family attached units. By dividing the total amount of anticipated units (8,199) by the buildout period (15 years), it is anticipated that approximately 547 units may be built each year from 2020 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.69 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 547 units, the District could expect to receive an estimated \$3.2 million in developer fees annually.

In April 2020, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees, at which time this analysis will be reevaluated. Accounting for the long-term projections of development provided by Cooperative Strategies, the Program assumes that development will pick up over time and that the overall number of units to be built during Program's remaining duration will equate to the totals projected in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study completed by Cooperative Strategies.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.5 million in additional developer fee revenues as of June 30, 2020, for a grand total of \$11.9 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$56.7 million in developer fees over the life of the bonds using the current Level 2 fee of \$3.83.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

### 5.3 BREKKE ELEMENTARY CERTIFICATES OF PARTICIPATION

In May 2020, CFW, at the direction of the District, completed the prepayment of the District's outstanding municipal lease which was issued in 2010. Proceeds from the 2010 Lease refinanced the District's 1997 Certificates of Participation which had funded the completion of Brekke Elementary. There was approximately \$2,835,700 in remaining principal at the time of the prepayment. The finance team determined that approximately \$2.9 million would be required to prepay the 2010 Lease to account for interest accumulated since the last interest payment made in February 2020, and that the District would then save approximately \$500,000 in future interest costs by doing so. Based on this information, the District directed the finance team to work with the lender to effect a payoff on August 1, 2020, the first available prepayment date per the original lease documents. However, the finance team was able to secure an earlier prepayment date from the lender which saved the District some additional interest monies. In March 2020, the District transferred \$2,845,100 in March 2020 to the lease holder to effect the payoff. The District utilized Developer Fees to make the payment to the lease holder, and the resulting interest savings will be made available to the Program.

### 5.4 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

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

Measure "D" was approved by voters on November 8, 2016 and authorized \$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A, to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match

requirement for State SFP grants and leverage reimbursements from State Aid matching grants. On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

On November 24, 2020, the District sold \$10,995,134.50 in Election 2016, Series C General Obligation Bonds. The sale of bonds was authorized by the Oxnard School District Board of Trustees on November 4, 2020. The bond sale was received extremely well by the investor community as indicated by investor demand which placed orders amounting to over four times the amount of bonds available. This high demand allowed the District and the financing team to negotiate an overall lower cost of borrowing for the bonds resulting in a true interest cost of under 3.0%. The District’s strong credit rating with Standard & Poor’s (A+) also contributed to the strong investor demand. The Series C bonds include \$10,375,000 in Current Interest Bonds making up roughly 94% of the bonds sold, with the balance of \$620,134.50 sold as Capital Appreciation Bonds. The overall term of the Series C bonds is 30 years with a final maturity date of August 1, 2050. The gross cost to repay the Series C bonds is \$21,842,070 which accounts for the principal and interest payments due over the life of the bonds. This results in a debt repayment ratio of 1.99 to 1.

Accounting for the associated costs of issuance, approximately \$10.8 million of the bond proceeds will be made available for the District’s construction fund. In turn, these funds will be utilized to continue the overall implementation of the District’s Master Construct Program. In the interim, the funds may be made available, via intradistrict loans, to the District to assist in mitigating the proposed State deferrals anticipated during the current and following fiscal year. The transaction is scheduled to close on December 15, at which time the funds will be available to the District.

To date, approximately \$106.0 million in Measure “D” bonds have been issued, leaving approximately \$36.5 million in remaining Measure “D” bond authorization.

**Table 5: Summary of Measure D Bond Sales to Date**

	Series 2017A	Series 2018B	Series 2020C
<b>Par Amount</b>	\$81.0 million	\$14.0 million	\$11.0 million
<b>Total Debt Service</b>	\$172.7 million	\$30.3 million	\$21.8 million
<b>Repayment Ratio</b>	2.13 to 1	2.16 to 1	1.99 to 1
<b>Average Interest Rate (TIC)</b>	4.21%	4.15%	2.97%
<b>2020-21 Tax Rate to Repay Outstanding Measure "D" Bonds</b>		\$27.50 per \$100,000 AV	

On August 4, 2020, District staff, CFW, and the financing team sold \$90.8 million in refunding G.O. bonds the proceeds of which were used to refinance previously issued debt of the District. Historically low interest rates in the taxable municipal bond market allowed this transaction to occur, garnering over \$9



million in debt service savings over the life of the bonds. The refunding bonds had a total interest cost of approximately 2.36%, well below the previous average interest rate of 4.43% on the refunded bonds. This resulted in savings to District taxpayers by lowering interest rates based on market conditions at the time of the sale.

Since 2010, CFW has assisted the District in completing eight general obligation bond refinancing transactions to take advantage of lower interest rates. These transactions have resulted in a total savings of over \$19.2 million for taxpayers in the community. Based on the current average assessed valuation for a single-family home, homeowners in the district are estimated to save an average of \$540 over the remaining life of all bonds refinanced in the past ten years. District staff and CFW will continue to monitor the municipal market for future refunding opportunities in order to benefit the District and its taxpayers.

#### 5.4.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.6 billion for fiscal year 2020-21, the District’s statutory 1.25% gross bonding capacity is estimated at \$183 million. To comply with the California Education Code and issue additional bonds, the District applied and was granted a waiver from CDE in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 6, the District’s gross bonding capacity as of FY 2020-21 is approximately \$310.4 million, of which to date approximately \$268 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$42.3 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years. This calculation does not include the most recent Series 2020C bonds since the transaction did not close prior to the publication of this report.



**Table 6: Bonding Capacity Analysis**

<b>BONDING CAPACITY ANALYSIS</b>	
<b>Fiscal Year 2020-21</b>	
<b>ASSESSED VALUATION</b>	
Secured Assessed Valuation	\$13,883,048,757
Unsecured Assessed Valuation	\$756,805,376
<b>DEBT LIMITATION</b>	
Total Assessed Valuation	\$14,639,854,133
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$310,364,908
Outstanding Bonded Indebtedness	\$268,044,093
<b>NET BONDING CAPACITY</b>	<b>\$42,320,815</b>
% of Capacity Current Used	86.36%

\*2017 Waiver

<b>HARDSHIP ANALYSIS</b>	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$182,998,177
Outstanding Bonded Indebtedness	\$268,044,093
% of Statutory Bonding Capacity Utilized	146.47%

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 7 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.3 percent annually over the last 19 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

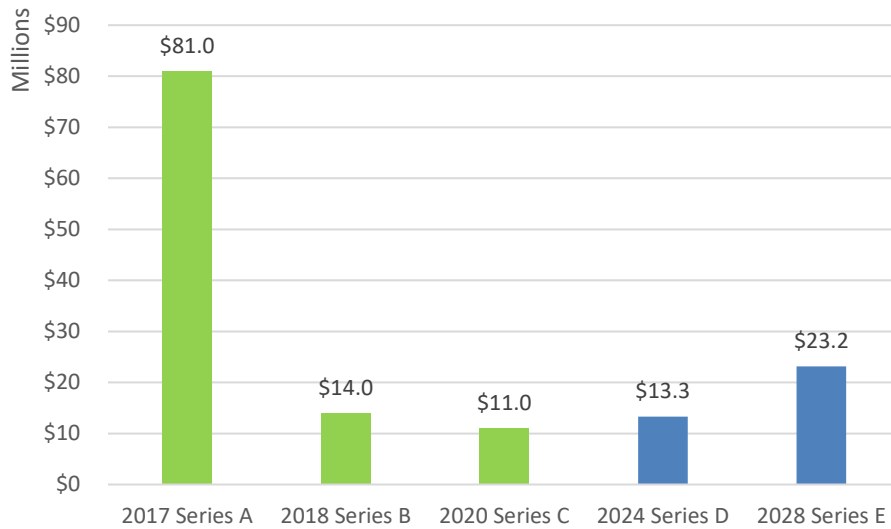
**Table 7: Historical Assessed Valuation**

Historical Assessed Value		
<u>Fiscal Year</u>	<u>Total</u>	<u>% Δ</u>
2002	\$5,456,598,521	-
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
2021	\$14,639,854,133	4.1%
<b>5-Year Annualized Average</b>		4.4%
<b>10-Year Annualized Average</b>		3.7%
<b>19-Year Annualized Average</b>		5.3%

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2020-21, the County is levying a rate of \$27.50 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 2 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales, if needed.

**Figure 2: Estimated Timing and Sizing of Future Measure “D” Bond Issuances**



In order to mitigate the effect of delays of State aid reimbursement receipts and provide additional local funding to continue implementing the program, the District is currently in process of issuing new Series C bonds from the Measure “D” authorization. The availability of additional funds is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District will have to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$13.3 million for the 2024 Series D issuance and \$23.1 million for the 2028 Series E issuance assume 4% average annual District AV growth moving forward. In addition, the average interest rate is assumed to be 3.5%, which is higher than the 2020 Series C issuance currently in process. Bond terms are assumed to be 25 years in order to utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale.

**5.4.2 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING**

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an

independent citizens’ oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$182 million in bond proceeds over a projected 8 year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. If the Board elects to bring a new bond authorization to voters for approval during 2022 election cycle, this may allow the District to further expand the Basic program by providing additional local funds to the Program in anticipation of further delays or in lieu of decreased State aid reimbursements due to enrollment decline.

## 5.5 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2020 Semi-Annual Report, the total budget was approximately \$243.1 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 8 provides a summary report of expenditures made for the Program during the period July 1, 2012 – September 30, 2020 totaling approximately \$204.1 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the June 2020 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2020 report, subsequent expenditure reports will reflect the revised budget value.

As part of the ongoing budget and expenditure tracking efforts, CFW and District staff are in the process of reconciling final costs for all projects that have been closed out. As part of the process, the allocation of districtwide expenses to individual projects will also be reconciled with the final costs. As a result, in the next semi-annual report in June 2021, there may be some variations within project subtotals although the reconciliation of districtwide expenses will not change the program totals.

From July 1, 2012 through September 30, 2020, the District disclosed expenditures of approximately \$33.7 million for additional facilities improvements not identified in the Master Construct. Of the total, \$12.9 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

**Table 8: Estimated Expenditures to Date for Projects Under Implementation**

Project	Adopted Budget	Fiscal Year Expenditures									Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020	2020-2021 <sup>1</sup>	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,318	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$7,766,587
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$74,983	\$203,487	\$8,903,667	\$12,186	\$0	\$0	\$9,194,323
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,543	\$143,651	\$254,362	\$14,392	\$7,518	\$2,634	\$504,070
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,885	\$1,493,539	\$12,213,645	\$9,696,922	\$224,482	\$2,431	\$0	\$0	\$0	\$23,776,903
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$144,283	\$854,799	\$1,449,878	\$1,745,625	\$15,505,668	\$14,836,054	\$6,966,634	\$388,855	\$675	\$41,892,471
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$370,720	\$1,189,962	\$339,712	\$3,319,527	\$13,219,193	\$13,243,527	\$1,164,669	\$0	\$32,847,310
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$164,618	\$1,782,071	\$454,508	\$407,497	\$76,353	\$2,885,046
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$662,396	\$1,883,047	\$16,641,022	\$14,954,317	\$10,044	\$34,150,827
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$55,548	\$1,099,877	\$906,902	(\$12,288)	\$0	\$2,050,040
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$420,838	\$0	\$0	\$70,442	\$0	\$0	\$491,280
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$273,552	\$0	\$0	\$273,552
Design & Improve K-5 Kindergarten Facilities											
Ritchen	\$558,160	\$14,882	\$70,554	\$350,458	\$116,773	\$119	\$0	\$0	\$0	\$0	\$552,786
Brekke	\$276,432	\$11,711	\$57,338	\$199,454	\$6,513	\$112	\$0	\$0	\$0	\$0	\$275,127
McAuliffe	\$323,548	\$11,353	\$86,742	\$214,449	\$8,898	\$107	\$0	\$0	\$0	\$0	\$321,549
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$351,773
<b>Total K-5 Kindergarten Facilities</b>	<b>\$1,509,913</b>	<b>\$89,280</b>	<b>\$271,345</b>	<b>\$1,007,272</b>	<b>\$132,184</b>	<b>\$1,155</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,501,235</b>
Design & Construct Science Labs/Academies											
Chavez	\$650,920	\$17,487	\$168,666	\$443,523	\$19,273	\$182	\$0	\$0	\$0	\$0	\$649,131
Curren	\$600,333	\$16,822	\$118,591	\$445,542	\$17,485	\$176	\$0	\$0	\$0	\$0	\$598,615
Kamala	\$621,562	\$17,236	\$155,225	\$428,878	\$18,299	\$186	\$0	\$0	\$0	\$0	\$619,825
Haydock	\$1,081,764	\$63,565	\$300,645	\$664,566	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$1,079,273
Fremont	\$1,904,348	\$85,003	\$510,586	\$1,209,201	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$1,901,216
<b>Total Science Labs/Academies</b>	<b>\$4,858,926</b>	<b>\$200,114</b>	<b>\$1,253,713</b>	<b>\$3,191,710</b>	<b>\$91,576</b>	<b>\$109,948</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,848,060</b>
Project 1 Remaining Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kindergarten Flex Classrooms											
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$920,434	\$988,351	\$0	\$0	\$1,908,786
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$753,511	\$1,706,511	\$14,054	\$0	\$2,474,076
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$148,370	\$1,897,639	\$144,929	\$0	\$2,190,937
Ritchen	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$721,927	\$1,699,989	\$178,170	\$0	\$2,600,087
<b>Total Kindergarten Flex Classrooms</b>	<b>\$9,377,088</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,544,242</b>	<b>\$6,292,490</b>	<b>\$337,154</b>	<b>\$0</b>	<b>\$9,173,886</b>
Kindergarten Annex Improvements											
Harrington	\$3,208,487	\$0	\$0	\$28,096	\$111,743	\$62,284	\$1,826,893	\$1,177,524	\$6,952	\$0	\$3,213,493
Lemonwood	\$3,655,246	\$0	\$0	\$22,506	\$31,766	\$34,226	\$27,660	\$167,137	\$3,122,754	\$0	\$3,406,049
<b>Total Kindergarten Annex Improvements</b>	<b>\$6,863,733</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,602</b>	<b>\$143,509</b>	<b>\$96,511</b>	<b>\$1,854,553</b>	<b>\$1,344,661</b>	<b>\$3,129,706</b>	<b>\$0</b>	<b>\$6,619,542</b>
Marshall K-8 12 Classroom Addition	\$12,920,376	\$0	\$0	\$81,391	\$555,488	\$172,273	\$4,056,081	\$5,347,375	\$2,771,500	\$0	\$12,984,108
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,530	(\$35,580)	(\$2,396)	\$0	\$0	\$0	\$166,553
Driffill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$76,833	\$0	\$0	\$76,833
Technology Phase 1	\$12,183,030	\$1,292,786	\$7,530,251	\$2,169,890	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$12,183,275
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$62,714	\$185,423	\$15,950	(\$125,626)	(\$29,088)	\$109,373
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$216,932	\$5,252	\$222,184
Ritchen 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$218,584	\$5,195	\$223,779
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$6,562,599	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,562,599
<b>TOTAL</b>	<b>\$243,093,523</b>	<b>\$9,691,666</b>	<b>\$11,823,625</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$21,623,508</b>	<b>\$50,620,180</b>	<b>\$51,659,899</b>	<b>\$23,458,818</b>	<b>\$71,064</b>	<b>\$204,091,713</b>

Notes:  
1. Fiscal Year 2020-21 expenditures are as of September 30, 2020  
2. Budgets have been adjusted per the June 2020 Master Construct and Implementation Program approved by Board  
3. Figures presented above are unaudited  
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

# MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$422.2 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2020 six-month review and provide recommended adjustments for the next six-month period. No adjustments to project costs are recommended at this time. An overall decrease in funding sources is anticipated primarily due to decreased estimated State aid revenues.

## 6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 9 presents the adopted Master Construct Program budget as of June 2020 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$422.2 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

**Table 9: Adopted Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
<b>Total Master Construct Bonds</b>	<b>\$ 141,922,093</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 92,272,271	\$ -	\$ 10,778,416	\$ 81,493,855	\$ -
Est. Developer Fees	\$ 56,483,165	\$ 7,454,555	\$ 4,204,644	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 13,171,170	\$ 1,594,953	\$ 3,124,978	\$ 3,154,987	\$ 5,296,252
<b>Est. Total Sources</b>	<b>\$ 422,187,868</b>	<b>\$ 127,388,677</b>	<b>\$ 122,688,288</b>	<b>\$ 118,263,126</b>	<b>\$ 53,847,777</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 386,962,566</b>	<b>\$ 142,320,439</b>	<b>\$ 94,060,010</b>	<b>\$ 100,777,169</b>	<b>\$ 49,804,949</b>
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,238,350</b>	<b>\$ -</b>	<b>\$ 6,983,442</b>	<b>\$ 4,453,360</b>	<b>\$ 2,801,548</b>
Program Reserve	\$ 20,986,951	\$ (14,931,762)	\$ 6,713,074	\$ 13,032,597	\$ 1,241,281
<b>Est. Total Uses</b>	<b>\$ 422,187,868</b>	<b>\$ 142,320,439</b>	<b>\$ 107,756,526</b>	<b>\$ 118,263,126</b>	<b>\$ 53,847,777</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 422,187,868</b>				

\*Estimated State grant amounts are dependent on maintaining program eligibility  
 \*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects and Financial Hardship for Rose Avenue

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Completion of the newly reconstructed McKinna Elementary
- Design approval from DSA for the reconstruction of Rose Avenue Elementary
- Design approval from DSA for the new Seabridge K- 5 elementary school with construction to commence pending project bidding and approval from the City of Oxnard
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Submittal of design plans to the DSA for modernization improvements at McAuliffe and Ritche elementary schools

The Program also incorporates existing ongoing lease payments for the District’s Certificates of Participation (COPs) related to prior funded improvements to Brekke Elementary and the acquisition of the new elementary and middle school sites.

Launching in 2021, Phase 3 completes the planned reconstruction of Rose Avenue and the design and construction of Doris/Patterson 6-8 school. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools, and MPR or gymnasium improvements for remaining K-5 schools, Drifill, Haydock, and Fremont. Phase 3 accounts for continued lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and the construction of new multipurpose room/gyms at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District’s lease payments for its COPs related to the Doris/Patterson land acquisition



will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

## 6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 10 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to decrease to approximately \$410 million primarily due to decreased State aid revenues. The total sources of funding also reflects the recent sale of Series C bonds.

As reported in June 2020, estimated State revenues assume the District's ability to recapture its eligibility for applications awaiting review by the State. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects. The current adopted program relies on the receipt of Financial Hardship funding to implement the construction of Rose Avenue. It is now recommended that the District proceed with the construction of Rose Avenue with existing funds, thereby reducing the estimated State aid grants.

Total State aid revenues have decreased by \$360,927 to account for State aid processing fees expended for received grants for the Fremont, Harrington, and Lemonwood projects. In addition, the proposed change from Financial Hardship to a local matching program for Rose Avenue has reduced the estimated State aid by \$10.8 million. Total developer fee revenues increased by \$219,841 primarily due to an increase in actual revenues for FY2019-20 than budgeted. Total interest earnings for the Program are anticipated to decrease from \$13.1 million to \$12.2 million based on the anticipated level of funds available. The combined total expenditures have remained at \$386.9 million. The total Program Reserve has been decreased from \$21 million to \$8.9 million to accommodate estimated decreases in funding.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$9.1 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$4.3 million for COPs issued to complete Norma Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

**Table 10: Revised Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 13,269,341	\$ -	\$ -	\$ 13,269,341	\$ -
Series E	\$ 23,146,769	\$ -	\$ -	\$ -	\$ 23,146,769
<b>Total Master Construct Bonds</b>	<b>\$ 141,649,963</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 81,144,412	\$ -	\$ 10,562,848	\$ 69,991,309	\$ 590,255
Est. Developer Fees	\$ 56,703,006	\$ 7,454,555	\$ 4,424,484	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 12,240,557	\$ 1,594,953	\$ 3,856,391	\$ 1,836,894	\$ 4,952,320
<b>Est. Total Sources</b>	<b>\$ 410,077,107</b>	<b>\$ 127,388,677</b>	<b>\$ 124,077,576</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,885,046	\$ 25,683,386	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 386,962,566</b>	<b>\$ 142,320,439</b>	<b>\$ 95,375,536</b>	<b>\$ 99,461,643</b>	<b>\$ 49,804,949</b>
Brekke ES COP Lease Payments	\$ 4,316,718	\$ -	\$ 4,316,718	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,264,055</b>	<b>\$ -</b>	<b>\$ 9,880,555</b>	<b>\$ 2,062,500</b>	<b>\$ 2,321,000</b>
Program Reserve	\$ 8,850,486	\$ (14,931,762)	\$ 3,889,723	\$ 4,276,600	\$ 684,163
<b>Est. Total Uses</b>	<b>\$ 410,077,107</b>	<b>\$ 142,320,439</b>	<b>\$ 109,145,813</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 410,077,107</b>				

\*Estimated State grant amounts are dependent on maintaining program eligibility  
 \*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

### 6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 efforts were primarily funded through Measure “R” bond proceeds and are complete. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. A new 12 classroom building was completed at Marshall Elementary School. Phase 1 also includes the completion of a kindergarten annex facility at Harrington Elementary School and the purchase of the Seabridge and Doris /Patterson school sites.

No adjustments are proposed to the Phase 1 budget. In total, the Phase 1 budget includes \$142.3 million in improvements.

**Table 11: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)**

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,773,653	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	\$0
Subtotal			\$8,574,225	\$0
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$42,171,543	\$0
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	\$0
Subtotal			\$98,890,483	\$0
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen**			\$558,160	\$0
Brekke			\$276,432	\$0
McAuliffe			\$323,548	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,509,913	\$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14		
Chavez Science Labs K-8			\$650,920	\$0
Curren Science Labs K-8			\$600,333	\$0
Kamala Science Labs K-8			\$621,562	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,081,764	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	\$0
Subtotal			\$4,858,926	\$0
Project 1 Adjustment			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,208,487	\$0
Subtotal			\$3,208,487	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$12,920,376	\$0
Technology	2013/15	2013/15	\$12,183,030	\$0
Program Improvements Subtotal			\$142,320,439	\$0
Program Reserve			(\$14,931,762)	\$0
Program Improvements Total			\$142,320,439	\$0

\*Current dollars

\*\*Includes New Special Day Classroom

## 6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary is complete. The design for the reconstructed Rose Avenue school project has received DSA and CDE approval with construction recommended to proceed under Phase 2 with existing District funds. New Kindergarten/Flex classrooms have been completed at Brekke, McAuliffe, Ritche, and Ramona elementary schools. The Lemonwood kindergarten annex is also complete. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans have been submitted to the DSA for review for the modernization improvements planned at McAuliffe and Ritche elementary schools. Per Table 12, recommended adjustments to projects include proceeding with construction for the Rose Avenue project, while moving Seabridge to a later phase. The Brekke COP payoff has been completed within Phase 2. An overall decrease of \$2.8 million to the Program Reserve is required to accommodate the proposed adjustments.

**Table 12: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)**

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$9,192,500		\$0
Subtotal				\$9,192,500	\$0
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2020	<b>2018/2024</b>	\$28,568,432	<b>\$2,885,046</b>	(\$25,683,386)
Dorris Patterson K-5 (Planning)	2020	2020	\$491,496		\$0
Dorris Patterson 6-8 (Planning)	2020	2020	\$270,791		\$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5	2018/2021	2018/2021	\$3,681,670	<b>\$30,680,582</b>	\$26,998,912
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,926,268		\$0
McAuliffe	2018	2018	\$2,551,273		\$0
Ramona	2018	2018	\$2,190,472		\$0
Ritche	2018	2018	\$2,709,074		\$0
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)	2019	2019	\$991,949		\$0
Ritche (Planning/Design)	2019	2019	\$981,170		\$0
Construct K-8 Multipurpose Room					
Driffill (Planning)	2020	2020	\$76,058		\$0
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$3,655,246		\$0
Subtotal				\$85,968,337	\$1,315,526
Technology	2020	2020	\$214,699		\$0
Program Improvements Subtotal				\$95,375,536	\$1,315,526
Program Reserve			6,713,074	<b>\$3,889,723</b>	(\$2,823,351)
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2026	<b>2020</b>	\$1,419,606	<b>\$4,316,718</b>	\$2,897,112
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Portables Lease Payments	2019	2019	\$564,000		\$0
Subtotal				\$9,880,555	\$2,897,112
Program Improvements Total				\$109,145,813	\$1,389,288

\*Current dollars

## 6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the construction of Seabridge elementary as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Construction activities associated with the planned modernization improvements at McAuliffe and Ritche are also proposed as well as the construction of a multipurpose room/gym at Driffill. Phase 3 also includes the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Haydock. The planned academic program space improvements for Brekke and Ramona are also provided in Phase 3. The Phase 3 Program Reserve is estimated to decrease by \$8.8 million.

Phase 3 also accounts for continued lease payments related to the District's outstanding Doris/Patterson COP. Table 13 provides a summary of the proposed Phase 3 budget and schedule.

**Table 13: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)**

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Construct New School Sites: Master Construct				
Dorris Patterson 6-8	2021	<b>2024</b>	\$48,786,422	\$0
Rose Avenue	2018/2021	2018/2021	\$26,998,912	\$0 (\$26,998,912)
Seabridge		<b>2018/2024</b>	\$0	\$25,683,386
Classroom/Library/MPR Modernizations				
McAuliffe	2021	<b>2024</b>	\$3,967,795	\$0
Ritche	2021	<b>2024</b>	\$3,924,680	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2021	<b>2024</b>	\$697,557	\$0
Ramona	2021	<b>2024</b>	\$1,755,474	\$0
Construct Academic Program Space: Master Construct				
Brekke	2021	<b>2024</b>	\$459,373	\$0
Ramona	2021	<b>2024</b>	\$292,151	\$0
Construct Gym & Modernize MPR				
Fremont	2021	<b>2024</b>	\$5,557,436	\$0
Modernize MPR				
Haydock	2021	<b>2024</b>	\$1,500,000	\$0
Construct K-8 Multipurpose Room				
Driffill	2021	<b>2024</b>	\$6,837,369	\$0
Program Improvements Subtotal			\$99,461,643	(\$1,315,526)
Program Reserve			\$13,032,597	\$4,276,600 (\$8,755,997)
Program Lease Payments				
Brekke ES COP	2021-25	<b>2020</b>	\$2,390,860	\$0 (\$2,390,860)
COP for Land Acquisition	2026-29	2026-29	\$2,062,500	\$0
Subtotal			\$2,062,500	(\$2,390,860)
Program Improvements Total			\$105,800,743	(\$12,462,383)

\*Current dollars

## 6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the construction of Doris/Patterson K-5 school. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. Phase 4 is also scheduled to continue COP payments. The District's lease payments

for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

As summarized in Table 14, no changes are proposed to the budgets, however the Program Reserve is estimated to decrease by \$557,117.

**Table 14: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)**

Project	Schedule June 2020	Schedule Dec 2020	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2021/2026	2021/2026	\$29,064,668	\$0
Construct K-8 Multipurpose Rooms				
Chavez	2027	2027	\$6,913,427	\$0
Curren	2026	<b>2027</b>	\$6,913,427	\$0
Kamala	2026	<b>2027</b>	\$6,913,427	\$0
Program Improvements Subtotal			\$49,804,949	\$0
Program Reserve			1,241,281	<b>\$684,163</b>
Program Lease Payments				
Brekke ES COP	2026	<b>2020</b>	\$480,548	<b>\$0</b>
COP for Land Acquisition	2026-29	2026-29	\$2,321,000	\$0
Subtotal			\$2,321,000	(\$480,548)
Program Improvements Total			\$52,810,112	(\$1,037,665)

\*Current dollars

## 6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 15 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21<sup>st</sup> century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The schedule for the planning/design efforts for the modernization improvements at McAuliffe and Ritche Elementary schools has been extended to be completed by February 2021 to accommodate the estimated DSA approval date for these projects. The construction of Rose Avenue has been moved up to commence in 2021, while the construction of

Seabridge is estimated to commence in 2024. Future Phase 3 and 4 projects (MPR and gymnasium facilities) are projected to start by 2024 and 2027.

Table 15: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
<b>Reconstruct:</b>																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex		Complete														
Elm		Complete														
McKinna				Complete												
Rose Avenue																
<b>Construct:</b>																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Construct Kinder + SDC Classrooms/Additional Support Space:</b>																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
<b>21st Century Modernizations:</b>																
McAuliffe																
Ritchen																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

Based on the identified phasing plan, Table 16 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$32.7 million.

**Table 16: Projects Under Management**

<b>Project Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Master Budget (Current Dollars)</b>
<b>Construct:</b>			
<b>Rose Avenue</b>	<b>Jan-2017</b>	<b>Aug-2022</b>	<b>\$30,680,582</b>
<b>21st Century Modernization</b>			
McAuliffe (Design/Planning)	Aug-2019	<b>Feb-2021</b>	\$991,949
Ritchen (Design/Planning)	Aug-2019	<b>Feb-2021</b>	\$981,170
		<b>Total</b>	<b>\$32,653,701</b>



# RECOMMENDATIONS

## 7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2020 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

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

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

# EXHIBIT A

## PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

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

Date	Board Agenda Item	Agenda Description	Purpose	Action
24-Jun-20	C.32	Approval of Contractor Contingency Allocation #011 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #011 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.33	Approval of Contractor Contingency Allocation #012 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #012 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.34	Approval of Contractor Contingency Allocation #013 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #013 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
24-Jun-20	C.39	Ratification of WAL #14 for NV5 West Inc. regarding the McKinna E.S Reconstruction Project	WAL #14 to agreement #13-130 provides for DSA Materials Testing and Special inspections Services	Approved
24-Jun-20	C.40	Ratification of Change Order #001 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #001 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.41	Ratification of Change Order #002 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #002 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.42	Ratification of Change Order #003 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #003 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
24-Jun-20	C.43	Ratification of Change Order #004 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #004 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.4	Approval and Adoption of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between December and the time of the report's publishing in June 2020	Approved
5-Aug-20	C.18	Approval of Contractor Contingency Allocation #014 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #014 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Aug-20	C.19	Approval of Contractor Contingency Allocation #015 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #015 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
5-Aug-20	C.41	Ratification of Change Order #005 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #005 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.42	Ratification of Change Order #006 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #006 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.43	Ratification of Change Order #007 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #007 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.44	Ratification of Change Order #008 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #008 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Aug-20	C.45	Ratification of Change Order #009 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #009 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.17	Approval of Contractor Contingency Allocation #016 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #016 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Aug-20	C.21	Ratification of Change Order #010 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #010 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.22	Ratification of Change Order #011 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #011 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.23	Ratification of Change Order #012 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #012 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Aug-20	C.24	Ratification of Change Order #013 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #013 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.1	Approval of Notice of Completion regarding Lemonwood E.S Reconstruction and ECDC Projects	Notice of Completion for Agreement #15-198 with Swinerton Builders, Inc.	Approved
2-Sep-20	C.13	Ratification of Change Order #014 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #014 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.14	Ratification of Change Order #015 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #015 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
2-Sep-20	C.15	Ratification of WAL #17 for Rincon Consultants Inc. regarding the McKinna E.S Reconstruction Project	WAL #17 to agreement #13-131 provides for Asbestos & Lead Abatement Monitoring Services	Approved
16-Sep-20	C.15	Ratification of WAL #15 for NV5 West Inc. regarding the McKinna E.S Reconstruction Project	WAL #15 to agreement #13-130 provides for DSA Materials Testing and Special inspections Services	Approved
16-Sep-20	C.16	Ratification of WAL #16 for NV5 West Inc. regarding the Lemonwood E.S ECDC Project	WAL #16 to agreement #13-130 provides for DSA inspector of record Services	Approved
7-Oct-20	C.20	Ratification of Change Order #016 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #016 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
7-Oct-20	C.21	Ratification of Change Order #017 for Bernards Bros regarding the McKinna reconstruction Project	Change Order #017 to agreement #17-41 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • [www.oxnardsd.org](http://www.oxnardsd.org)

## Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

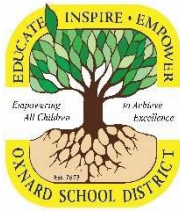
The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to [OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org). In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) or Argelia Tellez at [atellez@oxnardsd.org](mailto:atellez@oxnardsd.org) or call 805-385-1501.



# OXNARD SCHOOL DISTRICT

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## El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a [OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org). Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) o a Argelia Tellez en [atellez@oxnardsd.org](mailto:atellez@oxnardsd.org) o llame al 805-385- 1501.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section B: Hearing

**Public Hearing: Resolution #20-15 Establish Temporary Interfund Transfers of Funds  
Fiscal Year 2020-2021 (Penanhoat)**

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A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 prior to its adoption at this December 16, 2020 Board meeting.

The Board may authorize temporary interfund borrowing in any fiscal year under the provisions of Education Code section 42603. Traditionally, temporary loans from one fund to another may not exceed 75% of the maximum money held in any fund during a fiscal year. In addition, the transferred money must not be made available for appropriation, is not considered income to the borrowing fund and must occur only when the fund or account to which the money is temporarily transferred will earn sufficient income, during the current fiscal year, to repay the amount transferred. Finally, amounts transferred had to be repaid to the original fund or account in the same fiscal year or, if the transfer takes place within the final 120 calendar days of a fiscal year, in the following fiscal year.

Recently, with the adoption of the 2020-21 State Budget, and pursuant to Senate Bill 98, section 42603.1 was added to the Education Code incorporating additional flexibility to the process of temporary interfund borrowing. Under section 42603.1 the Board may authorize temporary loan of up to 85% of the maximum amount of money in any fund or account to another fund or account. The additional flexibility provided under section 42603.1 applies only for the 2020–21 and 2021–22 fiscal years to assist school districts in managing the cash deferrals built into the State Budget. It should be noted that section 42603.1 interfund borrowing may take place only if the State has deferred payments owed to a school district.

Pursuant to section 42603.1(b), the Board is required to hold a public hearing prior to adopting a resolution authorizing interfund transfers under section 42603.1.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

None. Information only.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution #20-15 \(1 page\)](#)

**OXNARD SCHOOL DISTRICT  
RESOLUTION #20-15  
ESTABLISH TEMPORARY INTERFUND TRANSFERS  
OF FUNDS FISCAL YEAR 2020-2021**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of a school district may direct that up to 75% of the maximum funds held in any fund or account of the district may be temporarily transferred to other funds or accounts of the district for payment of obligations; and

**WHEREAS**, with the adoption of the 2020-21 State Budget, Education Code section 42603.1 was adopted to allow the governing board of a school district to authorize the temporary transfer of up to 85% of the maximum funds held in any fund or account of the district if the State implements cash deferrals in 2020-21 or 2021-22; and

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

**WHEREAS**, the District anticipates that temporary interfund borrowing, in an amount not to exceed \$ 20,000,000 in the aggregate, will be required during fiscal year 2020-21, and this board wishes to authorize said interfund borrowing, not to exceed 75% of the money in any fund or account under section 42603 or, if the State has implemented cash deferrals, 85% of the money held in any fund or account, under section 42603.1; and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District, hereby authorizes for fiscal year 2020-2021 the temporary borrowing of up to \$ 20,000,000 between all the district's funds and accounts, in accordance with the provisions of Education Code sections 42603 or 42603.1 and subject in each instance to approval by the Superintendent or his designee.

**PASSED AND ADOPTED** this 16th day of December, 2020 by the Board of Trustees of the Oxnard School District of Ventura County, California, following a public hearing, by the following vote:

Ayes:

Noes:

Absent:

I, Debra M. Cordes, Clerk of the Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Board at a regular meeting called, conducted, and held on said date.

WITNESSED my hand this 16<sup>th</sup> day of December, 2020.

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Debra M. Cordes, Clerk of the Governing Board

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

### **Approval to Utilize the Governor's "Proclamation of a State of Emergency" due to COVID-19 for the Procurement of Materials, Goods and Services (Penanhoat/Franz)**

On March 4, 2020, Governor Gavin Newsom signed a "Proclamation of a State of Emergency". One of the items included in the Proclamation pertains to the purchase of Materials, Goods and Services related to COVID-19:

2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.

It is requested that the Board of Trustees approve the suspension of the competitive bidding requirements for COVID-19 related purchases in excess of \$95,200.00, as per the Governor's "Proclamation of a State of Emergency".

#### **FISCAL IMPACT:**

Any fees incurred will be charged to the appropriate COVID-19 budget.

#### **RECOMMENDATION:**

It is the recommendation of the Director of Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the suspension of the competitive bidding requirements for COVID-19 related purchases in excess of \$95,200.00, as per the Governor's "Proclamation of a State of Emergency".

#### **ADDITIONAL MATERIALS:**

**Attached:** [Governor's "Proclamation of a State of Emergency" \(5 Pages\)](#)



EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

**WHEREAS** in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

**WHEREAS** the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

**WHEREAS** on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

**WHEREAS** on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

**WHEREAS** the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

**WHEREAS** as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

**WHEREAS** as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

**WHEREAS** for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

**WHEREAS** California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

**WHEREAS** experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

**WHEREAS** it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

**WHEREAS** if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

**WHEREAS** personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

**WHEREAS** state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

**WHEREAS** I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

**WHEREAS** I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

**IT IS HEREBY ORDERED THAT:**

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and



notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

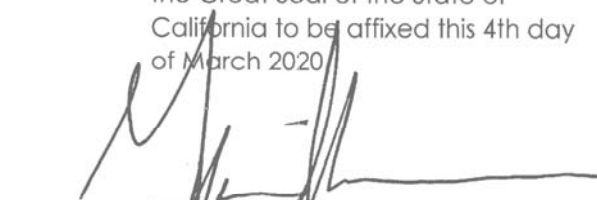
7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.
14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2020



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order #001 for Field Contract #FC-P21-01052 – Precision Plumbing-Mechanical (Penanhoat/Miller)**

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At the Board meeting of October 7, 2020, the Board of Trustees approved the award of Field Contract #FC-P21-01052 to the lowest responsible bidder, Precision Plumbing-Mechanical, in the amount of \$16,490.00, to replace the Grease Interceptor at McAuliffe School.

Once the project was underway, the contractor discovered that the Grease Interceptor was entombed in 21” of a concrete footer that was not shown on any drawings or specifications. This required the contractor to break/remove and replace significantly more concrete than what was originally planned and proposed.

Change Order #001, in the amount of \$5,378.32, covers the cost of the removal and replacement of the additional concrete in order to complete the project, for a new total contract amount of \$21,868.32.

**FISCAL IMPACT:**

\$5,378.32 – Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #001 for Field Contract #FC-P21-01052 to Precision Plumbing-Mechanical, in the amount of \$5,378.32.

**ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 \(8 Pages\)](#)

[Field Contract #FC-P21-01052, Precision Plumbing - Mechanical \(4 Pages\)](#)



# CHANGE ORDER

Date: 12/16/2020

CHANGE ORDER NO. 001

**PROJECT:** GREASE INTERCEPTOR AT MCAULIFFE SCHOOL  
**O.S.D. BID No.:** N/A  
**O.S.D. Agreement No.** FC-P21-01052

**OWNER:** Oxnard School District  
 1051 South A Street  
 Oxnard, CA. 93030

**ARCHITECT:** N/A

**CONTRACTOR:**

**Precision Plumbing-Mechanical**  
**5350 Gabbert Road**  
**Moorpark, CA 93021**  
**Attn: Ryan Ramirez**

**Architects Proj. No.:** N/A  
**D.S.A. File No.:** N/A  
**D.S.A. App. No.:** N/A

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

<b>ORIGINAL CONTRACT SUM</b> .....	<b>\$16,490.00</b>
<b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....	<b>\$.....0.00</b>
<b>ADJUSTED CONTRACT SUM</b> .....	<b>\$16,490.00</b>
<b>NET CHANGE – This change order</b> .....	<b><u>\$..5,378.32</u></b>
<b>Total Change Orders to Date:</b> .....	<b>\$..5,378.32</b>
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1</b> .....	<b>\$21,868.32</b>

<b>Commencement Date:</b> .....	November 3, 2020
<b>Original Completion Date:</b> .....	November 20, 2020
<b>Original Contract Time:</b> .....	17 Calendar Days
<b>Time Extension for all Previous Change Orders:</b> .....	0 Calendar Days
<b>Time Extension for this Change Order:</b> .....	0 Calendar Days
<b>Adjusted Completion Date:</b> .....	November 20, 2020
<b>Percentage</b> .....	5.5%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Remove 21 inches of concrete and 5/8" re-bar to remove and replace failed grease interceptor. GI was entombed in 21" of a concrete footer not shown on any drawing or spec book.	\$5,378.32			
	Totals	\$5,378.32			

Total Change Order No. 001.....\$5,378.32

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND INTERIM ASST. SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

DIRECTOR OF FACILITIES: \_\_\_\_\_ DATE: \_\_\_\_\_

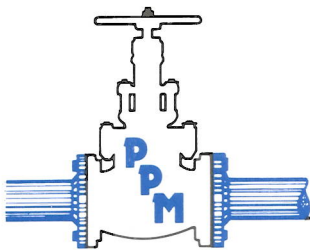
**APPROVAL (REQUIRED):**

BOARD APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

INTERIM ASST.SUPT./PURCHASING DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

DSA APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_





# PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

## Proposal

Page No.      of      Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

**WE PROPOSE** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature  Ryan Ramirez \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

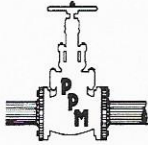
**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_





# PRECISION PLUMBING-MECHANICAL

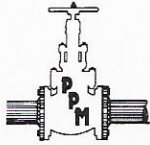
5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

## DAILY WORK SHEET

Job Name:						Date:	
MC Adilla						Nov 4 20	
Foreman Name:				Time In:		Time Out:	
RAY DeLaRosa				630		300	
Employee Name:		Job #:	Class:	Reg Hrs:	OT Hrs:	2T Hrs:	Shift Hrs:
RAYD		20-295	F	8			
Juan		" "	J	6			
Subcontractors:		Job #:	Hours:	Work Performed:			
Description of Work Performed:							
Continuing demo							
Discovering a UNSUAL amount of							
rebar							
Materials, and/or PO's used:							
Approved By:						Date:	







# PRECISION PLUMBING-MECHANICAL

5350 GABBERT RD. MOORPARK, CA. 93021 PH: 805-529-4748 FAX: 805-529-5433

## DAILY WORK SHEET

Job Name:						Date:	
B MC Aull						Nov 6 20	
Foreman Name:				Time In:		Time Out:	
RAY De La Rosa				6:30		3:00	
Employee Name:		Job #:	Class:	Reg Hrs:	OT Hrs:	2T Hrs:	Shift Hrs:
RAY D		28-295	F	8			
JUAN		20-295	J	8			
Subcontractors:		Job #:	Hours:	Work Performed:			
Description of Work Performed:							
4th day of demo							
taking precaution to Not Disturb							
Re Bar and install receptacle							
Materials, and/or PO's used:							
Approved By:						Date:	







MUST BE TYPEWRITTEN

OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030
Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:
FC-P21-01052

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 10/7/2020, between Precision Plumbing-Mechanical ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Sixteen Thousand Four Hundred Ninety Dollars (\$16,490.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: \*SEE ATTACHED REVISED PROPOSAL DATED 9/18/2020

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. \*\*Work to start October 12, 2020 and end October 29, 2020\*\*

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "General Conditions".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- X Scope of Work
X Specifications
Drawings
Supplemental Conditions
X Subcontractor List
X Certificates/Liability Insurance
X Certificates/Workers Compensation Insurance
Performance/Payment Bonds
Purchase Order No P21-01052
Proposal dated 9/18/2020
Other PWC-100 DIR Registration

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name Precision Plumbing-Mechanical Date 9-30-20
Signature [Signature] Telephone (805) 529-4748
Title Project Manager Fax No. email: ryan@ppmemail.com
Contractor's License No. 533836
Firm Address 5350 Gabbert Rd., Moorpark, CA 93021 Fax No. email: ryan@ppmemail.com
License Class C-4 & C-36
Tax I.D. No. 77-0132977

FOR DISTRICT USE ONLY

Project Manager Michael Palyok, Facilities Project Manager

Date 10/9/2020

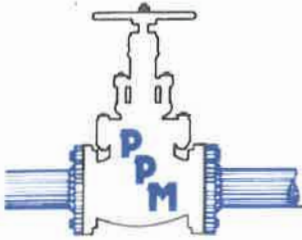
Signature [Signature]

Funding Source Deferred Maintenance Funds

GENERAL CONDITIONS

- 1. WORK The term work of Contractor when mentioned in this agreement includes labor or materials, or both.
- 2. JOB WALK-SITE VISIT Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection either actual or constructive, at the time of signing this contract.
- 3. LABOR, MATERIALS AND EQUIPMENT Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors and in conformity in all respects with all applicable federal, state, county and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- 4. DEFAULT BY CONTRACTOR Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects without the fault of the District to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- 5. TERMINATION District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract; (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or an extension granted to it; or (3) fails to make timely payments to subcontractors or material suppliers. (4) disregard laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable by contractor under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
- 6. DISCONTINUE District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- 7. EXCUSABLE DELAY District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- 8. TIME Time is of the essence in the performance of this contract.
- 9. PROVISIONS REQUIRED BY LAW Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 10. SUBCONTRACTORS Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- 11. PREVAILING WAGE RATES Refer to Paragraph G on the Cover of this Contract.
- 12. APPRENTICEABLE OCCUPATIONS Contractor shall be responsible for compliance with Labor Code 4517775 et. seq. for apprenticeable occupations.
- 13. PAYROLL RECORDS Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- 14. HEALTH AND SAFETY
  - a. Safety Standards Contractor shall perform this contract in compliance with all applicable laws, ordinances, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work complies with applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and diving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinances, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise its right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is within the sole discretion of the District.
  - b. Drug and Alcohol Use Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - c. Hazardous or Toxic Substances Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - d. Scheduling Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- 15. ASBESTOS AND OTHER HAZARDOUS MATERIAL Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
- 16. MATERIAL SAFETY DATA SHEETS Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such persons follow proper handling and protection procedures.
- 17. PROTECTION OF WORKWORKS, PROPERTY AND WORK Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion, to prevent threatened loss or injury.
- 18. DAMAGE TO DISTRICT PROPERTY Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessary for vehicles or heavy equipment to cross any hill or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- 19. HOLD HARMLESS With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor, any subcontractor or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract. However caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - b. Any and all penalties imposed in accordance with any law or regulation, compliance with which is required by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such third persons, or to enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- 20. INSURANCE Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limits for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or destruction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- 21. BONDS District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under the contract in the form and amount as District may prescribe and with such terms as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- 22. WORKERS
  - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unskilled or untrained person in performing this contract.
  - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- 23. SUPERVISION Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- 24. CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT While engaged in carrying out this contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- 25. PERMITS AND LICENSES Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- 26. OCCUPANCY District reserves this right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work covered by this contract for so long as occupancy existed the date specified for completion.
- 27. ASSIGNMENT Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- 28. BRAND OR TRADE NAMES: When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will equally as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- 29. PAYMENT: Ninety percent of the contract price, less (1) any less imposed pursuant to law or these General Conditions, (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3282.
- 30. ANTI-DISCRIMINATION Contractor and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- 31. INSPECTION District shall at all times have access to all parts of the work and to the shops where the work is in progress. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises with charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or testing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction, if however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessary involved in the examination and replacement of the work.
- 32. CLEAN UP Contractor shall complete clean-up and removal of spillo, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- 33. CHANGES Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not incur a claim for an adjustment of the contract price which has not been included in a written change order. If at any time during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing before execution of the work. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- 34. INTEGRATION CLAUSE: This agreement constitutes the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- 35. CONTRACTOR'S LICENSE NOTICE: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9855 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 28000, Sacramento, CA 95826.
- 36. NOTICE: Any notice required or permitted under this contract shall be deemed given, if, in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- 37. ATTORNEY'S FEES: In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorneys' fees incurred in good faith.
- 38. CONFLICT: If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- 39. SEVERABILITY CLAUSE: If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- 40. KEYS: Contractor shall comply with the sign the District's CONTRACTORS KEY ISSUE/SECURITY AGREEMENT prior to commencement of work.
- 41. FINGERPRINTING: Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1





# PRECISION Plumbing - Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

## Proposal

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages


PROPOSAL SUBMITTED TO <b>Oxnard School District</b>		PHONE <b>805-385-1501</b>	DATE <b>09/18/2020</b>
STREET <b>1051 A Street</b>		JOB NAME <b>McAuliffe Elementary Grease Interceptor</b>	
CITY, STATE AND ZIP CODE <b>Oxnard, CA 93030</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and material needed to install 1 new Schier GB2 Grease Interceptor at McAuliffe Elementary School. Price does not include Line-X coating or epoxy floor coating as mentioned in the RFP.

**\*\*\*Grease Interceptor Lead Time 4 Days Plus Transit\*\*\***

**SEE ATTACHMENT "A" FOR ITEMS INCLUDED AND EXCLUDED**

<p><b>WE PROPOSE</b> hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:</p> <p><b>Sixteen Thousand Four Hundred Ninety &amp; NO/100</b> _____ dollars (\$ <b>16,490.00</b> )</p> <p>Payment to be made as follows:</p>	
<p>All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</p>	
<p>Authorized Signature _____  _____ Ryan Ramirez</p> <p>Note: This proposal may be withdrawn by us if not accepted within <b>30</b> _____ days.</p>	
<p><b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.</p> <p>Date of Acceptance: _____ Signature: _____</p>	

Attachment "A"  
**PROPOSAL #13471**

*The following items are included in this proposal:*

- Standard weight no-hub cast iron waste and vent piping with standard CISPI 310 no-hub couplings.
- Sawcut, break and removal of concrete as required for grease interceptor installation.
- Concrete replacement.
- Installation of one new Shier GB2 grease interceptor.
- Demolition and off-site disposal of grease interceptor.
- Pump out existing grease interceptor before removal.
- All work will be performed during regular hours from 7:00 AM to 3:30 PM Monday through Friday.

*The following items are excluded from this proposal:*

- Off hours, weekend or holiday work.
- Plumbing permits, plan check fees or plan check drawings.
- Bonds.
- All electrical work needed for plumbing equipment, including low voltage electrical.
- Line-X coating as it is not recommended.
- Epoxy floor coating.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Certification of Signatures (Penanhoat)**

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Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Certification of Signatures \(3 pages\)](#)

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of December 17, 2020 through June 30, 2021.

Date of Board Action: December 16, 2020

Signature:

Dr. Karling Aguilera-Fort,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

Signatures of Members of the Board

Signature:

Debra M. Cordes, member  
of the Board of Trustees

Signature:

Jarely Lopez, member  
of the Board of Trustees

Signature:

Monica Madrigal Lopez, member  
of the Board of Trustees

Signature:

Katalina Martinez, member  
of the Board of Trustees

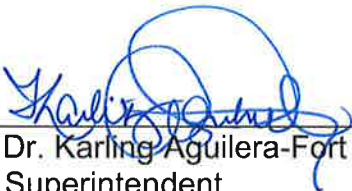
Signature:

Veronica Robles-Solis, member  
of the Board of Trustees

\*Education Code Sections  
42632, 42633

**PART 2**

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  \_\_\_\_\_  
Dr. Karling Aguilera-Fort  
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature:  \_\_\_\_\_  
Dr. Victor Torres  
Title: Assistant Superintendent, Human Resources

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature:  \_\_\_\_\_  
Janet Penanhoat  
Title: Interim Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: 

Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: 

Mary Crandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: 

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Disposal of Surplus Personal Property (Penanhoat/Franz)**

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The district owns surplus personal property as shown on the attached list dated October 2020. Items deemed suitable will be tagged for sale at our next surplus sale, and all other items will be disposed of and/or recycled at the appropriate facilities. It is requested that the Board of Trustees declare this property obsolete and approve the sale and/or disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the attached surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

**ADDITIONAL MATERIALS:**

**Attached:** [Surplus List October 2020 \(21 Pages\)](#)



# OXNARD SCHOOL DISTRICT

1051 SOUTH A STREET • OXNARD CALIFORNIA 93030 • 805/487-3918

**To:** Lisa Franz  
Purchasing Director

**From:** David Hornback  
Warehouse Manager

**Date:** October 2020

**Subject:** Disposal of surplus personal property

The attached list is for Board approval on District surplus of personal property. These items have been identified as no longer usable, damaged or beyond repair. We will dispose and/or recycle items at the appropriate facilities. The items deemed suitable will be tagged for sale at our next surplus sale.

If you would please forward this request to be in the next available board meeting.

Thank You



**Oxnard School District**  
Surplus Disposal Request 10/2020

Tag #	Description	Serial #	Site	Code	Qty
A11986	MILK COOLER	3120929	SUR	COMPUTER	1
1847	CHEVY TRUCK #135	1GBHC24U32E216065	SUR	VEHICLE	1
N/A	PROMETHEAN BOARD	N/A	SUR	COMPUTER	1
A13374	SCRUBBER	N/A	SUR	EQUIPMENT	1
124334	SWEEPER	N/A	SUR	EQUIPMENT	1
A12438	WARMER	N/A	SUR	EQUIPMENT	1
N/A	RICOH PRINTER	5100031	SUR	EQUIPMENT	1
A1044	CHEVY BOX VAN 10' #113	1GBHG31R5Y1241284	SUR	VEHICLE	1
N/A	SPEAKER SET 1/2	6957476	SUR	EQUIPMENT	1
N/A	SPEAKER SET 2/2	6957402	SUR	EQUIPMENT	1
A3407	DUCTLESS FUME HOOD	P73218	SUR	EQUIPMENT	1
A1058	POWER PAPER CUTTER	457582	SUR	EQUIPMENT	1
3000545	LIGHT TABLE, SMALL	117B85-047	SUR	EQUIPMENT	1
	2EA PALLETS LIGHT FIXTURES	N/A	SUR	COMPUTER	1
A11413	SWITCH	N/A	SUR	COMPUTER	1
	SWITCH	CAT1106ZHYJ	SUR	COMPUTER	1
	SWITCH	MJPC-20130000883	SUR	COMPUTER	1
N/A	SWITCH	MJPC-20130000884	SUR	COMPUTER	1
121317	LUMENS DC 166	N/A	SUR	EQUIPMENT	1
N/A	3EA KITCHEN CARTS	N/A	SUR	EQUIPMENT	1
N/A	DELL 90W AC ADAPTER	N/A	SUR	COMPUTER	1
120899	PRINTER	N/A	SUR	COMPUTER	1
120290	SWITCH	N/A	SUR	COMPUTER	1
120392	PROJECTOR	N/A	SUR	COMPUTER	1
123419	PROJECTOR	N/A	SUR	COMPUTER	1
A1151	PROJECTOR	N/A	SUR	COMPUTER	1
A1164	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	FOLDING CHAIRS	N/A	SUR	EQUIPMENT	105
A4254	TV	N/A	SUR	EQUIPMENT	1
127471	FREEZER	N/A	SUR	EQUIPMENT	1
N/A	CAMBRO SALAD BAR	N/A	SUR	EQUIPMENT	1
N/A	FREEER 2 DOOR	N/A	SUR	EQUIPMENT	1
N/A	OVEN COMMERCIAL	N/A	SUR	EQUIPMENT	1
N/A	STOVE COMMERCIAL	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
A11418	PRINTER	N/A	SUR	COMPUTER	1
124408	CPU	N/A	SUR	COMPUTER	1
123643	CPU	N/A	SUR	COMPUTER	1
124204	CPU	N/A	SUR	COMPUTER	1
124019	CPU	N/A	SUR	COMPUTER	1
124048	CPU	N/A	SUR	COMPUTER	1
124187	CPU	N/A	SUR	COMPUTER	1
124086	CPU	N/A	SUR	COMPUTER	1
124037	CPU	N/A	SUR	COMPUTER	1
124035	CPU	N/A	SUR	COMPUTER	1
124068	CPU	N/A	SUR	COMPUTER	1
124049	CPU	N/A	SUR	COMPUTER	1
124027	CPU	N/A	SUR	COMPUTER	1
124194	CPU	N/A	SUR	COMPUTER	1
124189	CPU	N/A	SUR	COMPUTER	1
127952	CPU	N/A	SUR	COMPUTER	1
124062	CPU	N/A	SUR	COMPUTER	1
124020	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request 10/2020

Tag #	Description	Serial #	Site	Code	Qty
124045	CPU	N/A	SUR	COMPUTER	1
124159	CPU	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	DELL MONITORS	N/A	SUR	COMPUTER	17
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
A13087	GAS OVEN	N/A	SUR	EQUIPMENT	1
N/A	TORO LAWN MOWER	313000107	SUR	EQUIPMENT	1
121066	CPU	N/A	SUR	COMPUTER	1
121972	CPU	N/A	SUR	COMPUTER	1
122000	CPU	N/A	SUR	COMPUTER	1
121999	CPU	N/A	SUR	COMPUTER	1
127303	PROMETHEAN BOARD	N/A	SUR	COMPUTER	1
A13350	PROJECTOR	N/A	SUR	COMPUTER	1
126588	CPU	N/A	SUR	COMPUTER	1
126589	CPU	N/A	SUR	COMPUTER	1
122518	CPU	N/A	SUR	COMPUTER	1
122528	CPU	N/A	SUR	EQUIPMENT	1
11001	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
A10915	CPU	N/A	SUR	COMPUTER	1
A3821	CPU	N/A	SUR	COMPUTER	1
A2969	CPU	N/A	SUR	COMPUTER	1
A4934	CPU	N/A	SUR	COMPUTER	1
A2996	CPU	N/A	SUR	COMPUTER	1
A54106	CPU	N/A	SUR	COMPUTER	1
X10597	IPAD	N/A	SUR	COMPUTER	1
X15815	IPAD	N/A	SUR	COMPUTER	1
X26433	IPAD	N/A	SUR	COMPUTER	1
X17771	IPAD	N/A	SUR	COMPUTER	1
X19730	IPAD	N/A	SUR	COMPUTER	1
X22206	IPAD	N/A	SUR	COMPUTER	1
X16421	IPAD	N/A	SUR	COMPUTER	1
X17134	IPAD	N/A	SUR	COMPUTER	1
X26421	IPAD	N/A	SUR	COMPUTER	1
X9863	IPAD	N/A	SUR	COMPUTER	1
X24697	IPAD	N/A	SUR	COMPUTER	1
X16717	IPAD	N/A	SUR	COMPUTER	1
X9767	IPAD	N/A	SUR	COMPUTER	1
X18586	IPAD	N/A	SUR	COMPUTER	1
X12030	IPAD	N/A	SUR	COMPUTER	1
X20206	IPAD	N/A	SUR	COMPUTER	1
X18086	IPAD	N/A	SUR	COMPUTER	1
X25007	IPAD	N/A	SUR	COMPUTER	1
X31517	IPAD	N/A	SUR	COMPUTER	1
X17128	IPAD	N/A	SUR	COMPUTER	1
X26349	IPAD	N/A	SUR	COMPUTER	1
X11025	IPAD	N/A	SUR	COMPUTER	1
X20571	IPAD	N/A	SUR	COMPUTER	1
X13576	IPAD	N/A	SUR	COMPUTER	1
X24142	IPAD	N/A	SUR	COMPUTER	1
X9697	IPAD	N/A	SUR	COMPUTER	1
X25241	IPAD	N/A	SUR	COMPUTER	1
X33059	IPAD	N/A	SUR	COMPUTER	1
X33452	IPAD	N/A	SUR	COMPUTER	1
X32790	IPAD	N/A	SUR	COMPUTER	1
X32810	IPAD	N/A	SUR	COMPUTER	1
X28368	IPAD	N/A	SUR	COMPUTER	1
X28970	IPAD	N/A	SUR	COMPUTER	1
X28954	IPAD	N/A	SUR	COMPUTER	1

**Oxnard School District**  
**Surplus Disposal Request 10/2020**

Tag #	Description	Serial #	Site	Code	Qty
X10274	IPAD	N/A	SUR	COMPUTER	1
X16209	IPAD	N/A	SUR	COMPUTER	1
X28900	IPAD	N/A	SUR	COMPUTER	1
X30335	IPAD	N/A	SUR	COMPUTER	1
X10357	IPAD	N/A	SUR	COMPUTER	1
X28908	IPAD	N/A	SUR	COMPUTER	1
X31210	IPAD	N/A	SUR	COMPUTER	1
X33074	IPAD	N/A	SUR	COMPUTER	1
X18671	IPAD	N/A	SUR	COMPUTER	1
X26268	IPAD	N/A	SUR	COMPUTER	1
X32215	IPAD	N/A	SUR	COMPUTER	1
X9944	IPAD	N/A	SUR	COMPUTER	1
X30150	IPAD	N/A	SUR	COMPUTER	1
X19590	IPAD	N/A	SUR	COMPUTER	1
X24185	IPAD	N/A	SUR	COMPUTER	1
X23298	IPAD	N/A	SUR	COMPUTER	1
X13575	IPAD	N/A	SUR	COMPUTER	1
X13772	IPAD	N/A	SUR	COMPUTER	1
X16146	IPAD	N/A	SUR	COMPUTER	1
X13972	IPAD	N/A	SUR	COMPUTER	1
X23277	IPAD	N/A	SUR	COMPUTER	1
X19029	IPAD	N/A	SUR	COMPUTER	1
X18187	IPAD	N/A	SUR	COMPUTER	1
X16008	IPAD	N/A	SUR	COMPUTER	1
N/A	PHONE	N/A	SUR	COMPUTER	1
N/A	PHONE	N/A	SUR	COMPUTER	1
A3697	PRINTER	N/A	SUR	COMPUTER	1
X17194	IPAD	N/A	SUR	COMPUTER	1
X22496	IPAD	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	3
124034	CPU	N/A	SUR	COMPUTER	1
124184	CPU	N/A	SUR	COMPUTER	1
124058	CPU	N/A	SUR	COMPUTER	1
124052	CPU	N/A	SUR	COMPUTER	1
124400	CPU	N/A	SUR	COMPUTER	1
124002	CPU	N/A	SUR	COMPUTER	1
124183	CPU	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	BOX OF CABLES	N/A	SUR	COMPUTER	1
122765	CPU	N/A	SUR	COMPUTER	1
122083	CPU	N/A	SUR	COMPUTER	1
125264	CPU	N/A	SUR	COMPUTER	1
125279	CPU	N/A	SUR	COMPUTER	1
125269	CPU	N/A	SUR	COMPUTER	1
122726	CPU	N/A	SUR	COMPUTER	1
124728	CPU	N/A	SUR	COMPUTER	1
123631	CPU	N/A	SUR	COMPUTER	1
126159	CPU	N/A	SUR	COMPUTER	1
122729	CPU	N/A	SUR	COMPUTER	1
122740	CPU	N/A	SUR	COMPUTER	1
122586	CPU	N/A	SUR	COMPUTER	1
125509	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
11162	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
11160	PRINTER	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
N/A	DVD PLAYER	N/A	SUR	EQUIPMENT	1

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Tag #	Description	Serial #	Site	Code	Qty
N/A	DVD PLAYER	N/A	SUR	COMPUTER	1
699	PROJECTOR	N/A	SUR	COMPUTER	1
123482	PROJECTOR	N/A	SUR	COMPUTER	1
121572	PROJECTOR	N/A	SUR	COMPUTER	1
123114	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	XEROX XC1255	N/A	SUR	EQUIPMENT	1
A13140	DOC CAMERA	N/A	SUR	COMPUTER	1
A13206	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	5
N/A	DOCKING STATIONS	N/A	SUR	COMPUTER	5
127300	CPU	N/A	SUR	COMPUTER	1
127865	CPU	N/A	SUR	COMPUTER	1
A2088	CPU	N/A	SUR	COMPUTER	1
127980	CPU	N/A	SUR	COMPUTER	1
N/A	BOX OF IPAD KEYBOARDS	N/A	SUR	COMPUTER	1
121460	CPU	N/A	SUR	COMPUTER	1
121750	CPU	N/A	SUR	COMPUTER	1
126897	CPU	N/A	SUR	COMPUTER	1
4794	PROJECTOR	N/A	SUR	COMPUTER	1
A14113	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
A13343	DOC CAMERA	N/A	SUR	COMPUTER	1
5211	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
A2348	CPU	N/A	SUR	COMPUTER	1
127922	CPU	N/A	SUR	COMPUTER	1
127931	CPU	N/A	SUR	COMPUTER	1
A2078	CPU	N/A	SUR	COMPUTER	1
A2082	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	5
A3646	PROJECTOR	N/A	SUR	COMPUTER	1
A3523	PROJECTOR	N/A	SUR	COMPUTER	1
122822	PROJECTOR	N/A	SUR	COMPUTER	1
124553	CPU	N/A	SUR	COMPUTER	1
124559	CPU	N/A	SUR	COMPUTER	1
125344	CPU	N/A	SUR	COMPUTER	1
124545	CPU	N/A	SUR	COMPUTER	1
124544	CPU	N/A	SUR	COMPUTER	1
124543	CPU	N/A	SUR	COMPUTER	1
125343	CPU	N/A	SUR	COMPUTER	1
125371	CPU	N/A	SUR	COMPUTER	1
124547	CPU	N/A	SUR	COMPUTER	1
124542	CPU	N/A	SUR	COMPUTER	1
124554	CPU	N/A	SUR	COMPUTER	1
124556	CPU	N/A	SUR	COMPUTER	1
124549	CPU	N/A	SUR	COMPUTER	1
124550	CPU	N/A	SUR	COMPUTER	1
A3504	PROJECTOR	N/A	SUR	COMPUTER	1
A3434	PROJECTOR	N/A	SUR	COMPUTER	1
125509	CPU	N/A	SUR	COMPUTER	1
120363	SWITCHES	N/A	SUR	COMPUTER	1
120295	SWITCHES	N/A	SUR	COMPUTER	1
N/A	CISCO PHONE	N/A	SUR	COMPUTER	5
5357	CPU	N/A	SUR	COMPUTER	1
124553	CPU	N/A	SUR	COMPUTER	1
124559	CPU	N/A	SUR	COMPUTER	1
124550	CPU	N/A	SUR	COMPUTER	1
N/A	PROMETHEAN WALL BOX	N/A	SUR	COMPUTER	5

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Tag #	Description	Serial #	Site	Code	Qty
N/A	RUCKUS	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
127403	CPU	N/A	SUR	COMPUTER	1
124543	CPU	N/A	SUR	COMPUTER	1
125344	CPU	N/A	SUR	COMPUTER	1
124549	CPU	N/A	SUR	COMPUTER	1
125343	CPU	N/A	SUR	COMPUTER	1
125371	CPU	N/A	SUR	COMPUTER	1
124544	CPU	N/A	SUR	COMPUTER	1
124542	CPU	N/A	SUR	COMPUTER	1
124547	CPU	N/A	SUR	COMPUTER	1
124545	CPU	N/A	SUR	COMPUTER	1
124554	CPU	N/A	SUR	COMPUTER	1
124556	CPU	N/A	SUR	COMPUTER	1
128073	CPU	N/A	SUR	COMPUTER	1
128072	CPU	N/A	SUR	COMPUTER	1
X5217	IPAD	N/A	SUR	COMPUTER	1
X5687	IPAD	N/A	SUR	COMPUTER	1
X3722	IPAD	N/A	SUR	COMPUTER	1
X1797	IPAD	N/A	SUR	COMPUTER	1
X22545	IPAD	N/A	SUR	COMPUTER	1
X2476	IPAD	N/A	SUR	COMPUTER	1
X5822	IPAD	N/A	SUR	COMPUTER	1
X4824	IPAD	N/A	SUR	COMPUTER	1
X8119	IPAD	N/A	SUR	COMPUTER	1
X1407	IPAD	N/A	SUR	COMPUTER	1
X12770	IPAD	N/A	SUR	COMPUTER	1
X7508	IPAD	N/A	SUR	COMPUTER	1
X22937	IPAD	N/A	SUR	COMPUTER	1
N/A	BOX OF CHARGERS	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
128746	CPU	N/A	SUR	COMPUTER	1
128744	CPU	N/A	SUR	COMPUTER	1
128745	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
A4121	CPU	N/A	SUR	COMPUTER	1
A4120	CPU	N/A	SUR	COMPUTER	1
A4125	CPU	N/A	SUR	COMPUTER	1
A4122	CPU	N/A	SUR	COMPUTER	1
A4185	CPU	N/A	SUR	COMPUTER	1
A4128	CPU	N/A	SUR	COMPUTER	1
A4119	CPU	N/A	SUR	COMPUTER	1
125133	CPU	N/A	SUR	COMPUTER	1
A4370	CPU	N/A	SUR	COMPUTER	1
A10215	CPU	N/A	SUR	COMPUTER	1
A10770	CPU	N/A	SUR	COMPUTER	1
N/A	BOX OF CABLES	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	5
N/A	LAMINATORS	N/A	SUR	COMPUTER	1
N/A	SPEAKERS	N/A	SUR	EQUIPMENT	1
N/A	FAX	N/A	SUR	EQUIPMENT	1
N/A	BOX OF MISC COMP. PARTS	N/A	SUR	COMPUTER	1
A2509	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	ALPHA SMART	N/A	SUR	COMPUTER	3
N/A	TV	N/A	SUR	EQUIPMENT	6
N/A	DVD PLAYERS	N/A	SUR	COMPUTER	6
N/A	PRINTER	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
123580	CPU	N/A	SUR	COMPUTER	1
123597	CPU	N/A	SUR	COMPUTER	1
123572	CPU	N/A	SUR	COMPUTER	1
N/A	WASHING MACHINE	N/A	SUR	EQUIPMENT	1
N/A	MONITORS	N/A	SUR	COMPUTER	9
N/A	DOCUMENT CAMERA	N/A	SUR	COMPUTER	14
N/A	ACTIVE SLATE 60	N/A	SUR	COMPUTER	1
A5203	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	CISCO PHONE	N/A	SUR	COMPUTER	4
122940	PROJECTOR	N/A	SUR	COMPUTER	1
X1631	IPAD	N/A	SUR	COMPUTER	1
X1643	IPAD	N/A	SUR	COMPUTER	1
X1635	IPAD	N/A	SUR	COMPUTER	1
X1633	IPAD	N/A	SUR	COMPUTER	1
X1648	IPAD	N/A	SUR	COMPUTER	1
X1647	IPAD	N/A	SUR	COMPUTER	1
X1639	IPAD	N/A	SUR	COMPUTER	1
X1640	IPAD	N/A	SUR	COMPUTER	1
X1636	IPAD	N/A	SUR	COMPUTER	1
X1644	IPAD	N/A	SUR	COMPUTER	1
X1641	IPAD	N/A	SUR	COMPUTER	1
X1642	IPAD	N/A	SUR	COMPUTER	1
X1630	IPAD	N/A	SUR	COMPUTER	1
X1637	IPAD	N/A	SUR	COMPUTER	1
X1632	IPAD	N/A	SUR	COMPUTER	1
X1645	IPAD	N/A	SUR	COMPUTER	1
X1646	IPAD	N/A	SUR	COMPUTER	1
X1634	IPAD	N/A	SUR	COMPUTER	1
X1646	IPAD	N/A	SUR	COMPUTER	1
N/A	DELL POWER CONNECT	N/A	SUR	COMPUTER	1
A3236	MONITOR	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
127977	CPU	N/A	SUR	COMPUTER	1
A1997	CPU	N/A	SUR	COMPUTER	1
A2252	CPU	N/A	SUR	COMPUTER	1
A1728	CPU	N/A	SUR	COMPUTER	1
127963	CPU	N/A	SUR	COMPUTER	1
A2530	CPU	N/A	SUR	COMPUTER	1
127972	CPU	N/A	SUR	COMPUTER	1
128027	CPU	N/A	SUR	COMPUTER	1
127989	CPU	N/A	SUR	COMPUTER	1
128065	CPU	N/A	SUR	COMPUTER	1
127832	CPU	N/A	SUR	COMPUTER	1
125829	DOCUMENT CAMERA	N/A	SUR	COMPUTER	1
N/A	DOCUMENT CAMERA	N/A	SUR	COMPUTER	1
A11404	DOCUMENT CAMERA	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
128752	CPU	N/A	SUR	COMPUTER	1
128016	CPU	N/A	SUR	COMPUTER	1
127986	CPU	N/A	SUR	COMPUTER	1
A2703	CPU	N/A	SUR	COMPUTER	1
A2507	CPU	N/A	SUR	COMPUTER	1
N/A	PRINTER	BXC7HJ2	SUR	COMPUTER	1
126963	PROMETHEAN BOARDS	N/A	SUR	COMPUTER	1
126959	PROMETHEAN BOARDS	N/A	SUR	COMPUTER	1
126976	PROMETHEAN BOARDS	N/A	SUR	COMPUTER	1
N/A	PROMETHEAN BOARDS	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
11134	PRINTER	N/A	SUR	COMPUTER	1
N/A	4BXS PROM ACC.	N/A	SUR	COMPUTER	1
N/A	3 BXS OF CABLES	N/A	SUR	COMPUTER	2
N/A	PHONE	N/A	SUR	COMPUTER	1
A3643	PROJECTOR	N/A	SUR	COMPUTER	1
A3438	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
A3423	PROJECTOR	N/A	SUR	COMPUTER	1
A4321	PROJECTOR	N/A	SUR	COMPUTER	1
A3651	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	6
127929	CPU	N/A	SUR	COMPUTER	1
A2050	CPU	N/A	SUR	COMPUTER	1
125631	PRINTER	N/A	SUR	COMPUTER	1
A2942	CPU	N/A	SUR	COMPUTER	1
A5620	CPU	N/A	SUR	COMPUTER	1
A2951	CPU	N/A	SUR	COMPUTER	1
A3180	CPU	N/A	SUR	COMPUTER	1
A2076	CPU	N/A	SUR	COMPUTER	1
127871	CPU	N/A	SUR	COMPUTER	1
127876	CPU	N/A	SUR	COMPUTER	1
A2542	CPU	N/A	SUR	COMPUTER	1
A2550	CPU	N/A	SUR	COMPUTER	1
A2561	CPU	N/A	SUR	COMPUTER	1
A2562	CPU	N/A	SUR	COMPUTER	1
A2541	CPU	N/A	SUR	COMPUTER	1
A2543	CPU	N/A	SUR	COMPUTER	1
A2548	CPU	N/A	SUR	COMPUTER	1
A2560	CPU	N/A	SUR	COMPUTER	1
A2568	CPU	N/A	SUR	COMPUTER	1
A2545	CPU	N/A	SUR	COMPUTER	1
A2540	CPU	N/A	SUR	COMPUTER	1
A2511	CPU	N/A	SUR	COMPUTER	1
A2556	CPU	N/A	SUR	COMPUTER	1
A2019	CPU	N/A	SUR	COMPUTER	1
A2007	CPU	N/A	SUR	COMPUTER	1
A2012	CPU	N/A	SUR	COMPUTER	1
A2009	CPU	N/A	SUR	COMPUTER	1
A2013	CPU	N/A	SUR	COMPUTER	1
A2016	CPU	N/A	SUR	COMPUTER	1
A2008	CPU	N/A	SUR	COMPUTER	1
A2020	CPU	N/A	SUR	COMPUTER	1
A2010	CPU	N/A	SUR	COMPUTER	1
128056	CPU	N/A	SUR	COMPUTER	1
128028	CPU	N/A	SUR	COMPUTER	1
127970	CPU	N/A	SUR	COMPUTER	1
128040	CPU	N/A	SUR	COMPUTER	1
128753	CPU	N/A	SUR	COMPUTER	1
A11502	NOTEBOOK SECURITY CART	N/A	SUR	COMPUTER	1
A11503	NOTEBOOK SECURITY CART	N/A	SUR	COMPUTER	1
121061	CPU	N/A	SUR	COMPUTER	1
121020	CPU	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
121018	CPU	N/A	SUR	COMPUTER	1
121019	CPU	N/A	SUR	COMPUTER	1
121065	CPU	N/A	SUR	COMPUTER	1
121047	CPU	N/A	SUR	COMPUTER	1
121059	CPU	N/A	SUR	COMPUTER	1
121068	CPU	N/A	SUR	COMPUTER	1
121050	CPU	N/A	SUR	COMPUTER	1
121053	CPU	N/A	SUR	COMPUTER	1
121067	CPU	N/A	SUR	COMPUTER	1
121046	CPU	N/A	SUR	COMPUTER	1
121064	CPU	N/A	SUR	COMPUTER	1
121016	CPU	N/A	SUR	COMPUTER	1
121060	CPU	N/A	SUR	COMPUTER	1
121015	CPU	N/A	SUR	COMPUTER	1
121043	CPU	N/A	SUR	COMPUTER	1
121048	CPU	N/A	SUR	COMPUTER	1
121056	CPU	N/A	SUR	COMPUTER	1
121017	CPU	N/A	SUR	COMPUTER	1
121045	CPU	N/A	SUR	COMPUTER	1
121044	CPU	N/A	SUR	COMPUTER	1
121058	CPU	N/A	SUR	COMPUTER	1
121057	CPU	N/A	SUR	COMPUTER	1
121049	CPU	N/A	SUR	COMPUTER	1
125301	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
A13033	CPU	N/A	SUR	COMPUTER	1
A13032	CPU	N/A	SUR	COMPUTER	1
126233	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
A2413	CPU	N/A	SUR	COMPUTER	1
A2414	CPU	N/A	SUR	COMPUTER	1
127757	CPU	N/A	SUR	COMPUTER	1
A13480	CPU	N/A	SUR	COMPUTER	1
A2408	CPU	N/A	SUR	COMPUTER	1
A13035	CPU	N/A	SUR	COMPUTER	1
127771	CPU	N/A	SUR	COMPUTER	1
A2416	CPU	N/A	SUR	COMPUTER	1
127935	CPU	N/A	SUR	COMPUTER	1
127769	CPU	N/A	SUR	COMPUTER	1
127768	CPU	N/A	SUR	COMPUTER	1
127764	CPU	N/A	SUR	COMPUTER	1
127767	CPU	N/A	SUR	COMPUTER	1
127774	CPU	N/A	SUR	COMPUTER	1
A3731	CPU	N/A	SUR	COMPUTER	1
A2684	CPU	N/A	SUR	COMPUTER	1
A2748	CPU	N/A	SUR	COMPUTER	1
A3732	CPU	N/A	SUR	COMPUTER	1
A3719	CPU	N/A	SUR	COMPUTER	1
A2743	CPU	N/A	SUR	COMPUTER	1
125210	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	12
11011	PRINTER	N/A	SUR	COMPUTER	1
126564	PRINTER	N/A	SUR	COMPUTER	1
127450	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
121338	CAMERA	N/A	SUR	COMPUTER	1
121331	CAMERA	N/A	SUR	COMPUTER	1
N/A	CALIPONE AL 02507	N/A	SUR	EQUIPMENT	1



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Tag #	Description	Serial #	Site	Code	Qty
N/A	REMOTE	N/A	SUR	COMPUTER	125
N/A	STAND	N/A	SUR	EQUIPMENT	13
A3451	PROJECTOR	N/A	SUR	COMPUTER	1
A3459	PROJECTOR	N/A	SUR	COMPUTER	1
121278	PROJECTOR	N/A	SUR	COMPUTER	1
127835	CPU	N/A	SUR	COMPUTER	1
127833	CPU	N/A	SUR	COMPUTER	1
128052	CPU	N/A	SUR	COMPUTER	1
128058	CPU	N/A	SUR	COMPUTER	1
128006	CPU	N/A	SUR	COMPUTER	1
127835	CPU	N/A	SUR	COMPUTER	1
A2504	CPU	N/A	SUR	COMPUTER	1
128017	CPU	N/A	SUR	COMPUTER	1
128001	CPU	N/A	SUR	COMPUTER	1
128047	CPU	N/A	SUR	COMPUTER	1
128010	CPU	N/A	SUR	COMPUTER	1
A2499	CPU	N/A	SUR	COMPUTER	1
127831	CPU	N/A	SUR	COMPUTER	1
127999	CPU	N/A	SUR	COMPUTER	1
128003	CPU	N/A	SUR	COMPUTER	1
128019	CPU	N/A	SUR	COMPUTER	1
128048	CPU	N/A	SUR	COMPUTER	1
128051	CPU	N/A	SUR	COMPUTER	1
128054	CPU	N/A	SUR	COMPUTER	1
127985	CPU	N/A	SUR	COMPUTER	1
124560	CPU	N/A	SUR	COMPUTER	1
124562	CPU	N/A	SUR	COMPUTER	1
A14003	PROJECTOR	N/A	SUR	COMPUTER	1
A2282	CPU	N/A	SUR	COMPUTER	1
128062	CPU	N/A	SUR	COMPUTER	1
128064	CPU	N/A	SUR	COMPUTER	1
128061	CPU	N/A	SUR	COMPUTER	1
A2065	CPU	N/A	SUR	COMPUTER	1
127928	CPU	N/A	SUR	COMPUTER	1
A2033	CPU	N/A	SUR	COMPUTER	1
127926	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	8
124258	CPU	N/A	SUR	COMPUTER	1
122777	CPU	N/A	SUR	COMPUTER	1
127594	CPU	N/A	SUR	COMPUTER	1
120197	CAMERA	N/A	SUR	COMPUTER	1
120807	CAMERA	N/A	SUR	COMPUTER	1
A11083	CAMERA	N/A	SUR	COMPUTER	1
A11571	CAMERA	N/A	SUR	COMPUTER	1
N/A	PROM RESPONDERS, BOX	N/A	SUR	COMPUTER	2
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRIOJECTOR	N/A	SUR	COMPUTER	1
128630	CPU	N/A	SUR	COMPUTER	1
128609	CPU	N/A	SUR	COMPUTER	1
128616	CPU	N/A	SUR	COMPUTER	1
128617	CPU	N/A	SUR	COMPUTER	1
128623	CPU	N/A	SUR	COMPUTER	1
128620	CPU	N/A	SUR	COMPUTER	1
128619	CPU	N/A	SUR	COMPUTER	1
128631	CPU	N/A	SUR	COMPUTER	1
128642	CPU	N/A	SUR	COMPUTER	1
128611	CPU	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
128621	CPU	N/A	SUR	COMPUTER	1
128638	CPU	N/A	SUR	COMPUTER	1
A1952	CPU	N/A	SUR	COMPUTER	1
A1956	CPU	N/A	SUR	COMPUTER	1
A1959	CPU	N/A	SUR	COMPUTER	1
A1957	CPU	N/A	SUR	COMPUTER	1
A1955	CPU	N/A	SUR	COMPUTER	1
128627	CPU	N/A	SUR	COMPUTER	1
128628	CPU	N/A	SUR	COMPUTER	1
128622	CPU	N/A	SUR	COMPUTER	1
124417	CPU	N/A	SUR	COMPUTER	1
124209	CPU	N/A	SUR	COMPUTER	1
124004	CPU	N/A	SUR	COMPUTER	1
124003	CPU	N/A	SUR	COMPUTER	1
124219	CPU	N/A	SUR	COMPUTER	1
124221	CPU	N/A	SUR	COMPUTER	1
124212	CPU	N/A	SUR	COMPUTER	1
124232	CPU	N/A	SUR	COMPUTER	1
124091	CPU	N/A	SUR	COMPUTER	1
124231	CPU	N/A	SUR	COMPUTER	1
124217	CPU	N/A	SUR	COMPUTER	1
124210	CPU	N/A	SUR	COMPUTER	1
124005	CPU	N/A	SUR	COMPUTER	1
A13358	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
124145	CPU	N/A	SUR	COMPUTER	1
124190	CPU	N/A	SUR	COMPUTER	1
124061	CPU	N/A	SUR	COMPUTER	1
124164	CPU	N/A	SUR	COMPUTER	1
124029	CPU	N/A	SUR	COMPUTER	1
124147	CPU	N/A	SUR	COMPUTER	1
124075	CPU	N/A	SUR	COMPUTER	1
124140	CPU	N/A	SUR	COMPUTER	1
124133	CPU	N/A	SUR	COMPUTER	1
124151	CPU	N/A	SUR	COMPUTER	1
124409	CPU	N/A	SUR	COMPUTER	1
124107	CPU	N/A	SUR	COMPUTER	1
124157	CPU	N/A	SUR	COMPUTER	1
124088	CPU	N/A	SUR	COMPUTER	1
124304	PROJECTOR	N/A	SUR	COMPUTER	1
124311	PROJECTOR	N/A	SUR	COMPUTER	1
124346	CAMERA	N/A	SUR	COMPUTER	1
124345	CAMERA	N/A	SUR	COMPUTER	1
124377	CAMERA	N/A	SUR	COMPUTER	1
N/A	PHONE	N/A	SUR	COMPUTER	5
N/A	DOCK STATION	N/A	SUR	COMPUTER	1
N/A	DOCK STATION	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	25
N/A	BOX OF MICE	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	2
N/A	BOX OF CABLES	N/A	SUR	COMPUTER	1
N/A	BAG OF RESPONSE DEVICE	N/A	SUR	COMPUTER	2
A2134	PRINTER	N/A	SUR	COMPUTER	1
N/A	TV	48-000734	SUR	COMPUTER	1
N/A	DOCK STATIONS	N/A	SUR	COMPUTER	3
N/A	HEADSET LIFTER	N/A	SUR	COMPUTER	1
N/A	DELL E525W	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	DELL E-PORT	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
A2054	CPU	N/A	SUR	COMPUTER	1
127925	CPU	N/A	SUR	COMPUTER	1
N/A	PROMETHEAN CLICKERS	N/A	SUR	COMPUTER	32
126296	LUMENS DC166	N/A	SUR	COMPUTER	1
124720	LUMENS DC167	N/A	SUR	COMPUTER	1
A5502	PRINTER	N/A	SUR	COMPUTER	1
9972	PRINTER	N/A	SUR	COMPUTER	1
A2580	Aver Ipad charge cart	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	12
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
A3400	TOUCH SREEN COMPUTER	N/A	SUR	COMPUTER	1
127879	CPU	N/A	SUR	COMPUTER	1
127901	CPU	N/A	SUR	COMPUTER	1
N/A	SPEAKER	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
A3494	PROJECTOR	N/A	SUR	COMPUTER	1
120873	DOC. CAMERA	N/A	SUR	COMPUTER	1
122969	DOC. CAMERA	N/A	SUR	COMPUTER	1
128066	CPU	N/A	SUR	COMPUTER	1
A4582	CPU	N/A	SUR	COMPUTER	1
A3089	CPU	N/A	SUR	COMPUTER	1
126534	DOC. CAMERA	N/A	SUR	COMPUTER	1
A2189	DOC CAMERA	N/A	SUR	COMPUTER	1
124721	DOC CAMERA	N/A	SUR	COMPUTER	1
126205	BAG OF PROMETHEAN CLICK	N/A	SUR	COMPUTER	15
122734	CPU	N/A	SUR	COMPUTER	1
122741	CPU	N/A	SUR	COMPUTER	1
122742	CPU	N/A	SUR	COMPUTER	1
125276	CPU	N/A	SUR	COMPUTER	1
126195	CPU	N/A	SUR	COMPUTER	1
123602	CPU	N/A	SUR	COMPUTER	1
122450	CPU	N/A	SUR	COMPUTER	1
122764	CPU	N/A	SUR	COMPUTER	1
123123	DOC CAMERA	N/A	SUR	COMPUTER	1
123124	DOC CAMERA	N/A	SUR	COMPUTER	1
123122	DOC CAMERA	N/A	SUR	COMPUTER	1
123119	DOC CAMERA	N/A	SUR	COMPUTER	1
123125	DOC CAMERA	N/A	SUR	COMPUTER	1
123140	DOC CAMERA	N/A	SUR	COMPUTER	1
123151	DOC CAMERA	N/A	SUR	COMPUTER	1
123130	DOC CAMERA	N/A	SUR	COMPUTER	1
123129	DOC CAMERA	N/A	SUR	COMPUTER	1
123131	DOC CAMERA	N/A	SUR	COMPUTER	1
123126	DOC CAMERA	N/A	SUR	COMPUTER	1
123137	DOC CAMERA	N/A	SUR	COMPUTER	1
123133	DOC CAMERA	N/A	SUR	COMPUTER	1
123134	DOC CAMERA	N/A	SUR	COMPUTER	1
123141	DOC CAMERA	N/A	SUR	COMPUTER	1
123138	DOC CAMERA	N/A	SUR	COMPUTER	1
123139	DOC CAMERA	N/A	SUR	COMPUTER	1
123137	DOC CAMERA	N/A	SUR	COMPUTER	1
123135	DOC CAMERA	N/A	SUR	COMPUTER	1
123136	DOC CAMERA	N/A	SUR	COMPUTER	1
125839	DOC CAMERA	N/A	SUR	COMPUTER	1
124993	DOC CAMERA	N/A	SUR	COMPUTER	1
126838	DOC CAMERA	N/A	SUR	COMPUTER	1
124994	DOC CAMERA	N/A	SUR	COMPUTER	1
126839	DOC CAMERA	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
A123373	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
123509	DOC CAMERA	N/A	SUR	COMPUTER	1
123504	DOC CAMERA	N/A	SUR	COMPUTER	1
123512	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
123506	DOC CAMERA	N/A	SUR	COMPUTER	1
123502	DOC CAMERA	N/A	SUR	COMPUTER	1
123501	DOC CAMERA	N/A	SUR	COMPUTER	1
123505	DOC CAMERA	N/A	SUR	COMPUTER	1
123511	DOC CAMERA	N/A	SUR	COMPUTER	1
123510	DOC CAMERA	N/A	SUR	COMPUTER	1
123508	DOC CAMERA	N/A	SUR	COMPUTER	1
123503	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
128935	CPU	N/A	SUR	COMPUTER	1
8885	KYOCERA FS-1800	N/A	SUR	EQUIPMENT	1
8884	KYOCERA FS-1801	N/A	SUR	EQUIPMENT	1
N/A	MONITORS	N/A	SUR	COMPUTER	8
N/A	CART	N/A	SUR	EQUIPMENT	1
A3426	PROJECTOR	N/A	SUR	COMPUTER	1
A3450	PROJECTOR	N/A	SUR	COMPUTER	1
A3431	PROJECTOR	N/A	SUR	COMPUTER	1
A11381	PROJECTOR	N/A	SUR	COMPUTER	1
123970	DOC. CAMERA	659612	SUR	COMPUTER	1
120808	DOC. CAMERA	N/A	SUR	COMPUTER	1
123968	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11573	DOC. CAMERA	N/A	SUR	COMPUTER	1
122996	DOC. CAMERA	N/A	SUR	COMPUTER	1
A2011	CPU	N/A	SUR	COMPUTER	1
A2018	CPU	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	2
A3185	CPU	N/A	SUR	COMPUTER	1
N/A	O/H PROJECTOR	N/A	SUR	EQUIPMENT	1
N/A	CHARGER	N/A	SUR	COMPUTER	1
A3294	LAPTOP CART	N/A	SUR	COMPUTER	1
N/A	PAPER CART	N/A	SUR	EQUIPMENT	1
N/A	RADIO	N/A	SUR	EQUIPMENT	1
A2048	DELL OPT 30	N/A	SUR	COMPUTER	1
A14055	DELL OPT 30	N/A	SUR	COMPUTER	1
A3295	LAPTOP CART	N/A	SUR	COMPUTER	1
A14055	HITACHI PRO	N/A	SUR	COMPUTER	4

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Tag #	Description	Serial #	Site	Code	Qty
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	DOCK STATION	N/A	SUR	COMPUTER	2
129110	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	MONITORS	N/A	SUR	COMPUTER	4
N/A	MONITORS	N/A	SUR	COMPUTER	6
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	CASSETTE PLAYER	N/A	SUR	EQUIPMENT	1
N/A	CASSETTE PLAYER	N/A	SUR	EQUIPMENT	1
189	CASSETTE PLAYER	N/A	SUR	EQUIPMENT	1
N/A	RADIO	N/A	SUR	EQUIPMENT	1
N/A	PHONE	N/A	SUR	EQUIPMENT	2
N/A	VIDEO POWER RACK	N/A	SUR	EQUIPMENT	1
N/A	MICROPHONE	N/A	SUR	EQUIPMENT	1
127863	CPU	N/A	SUR	COMPUTER	1
N/A	IPOD SHUFFLES	N/A	SUR	COMPUTER	9
N/A	2 BOXES OF CABLES	N/A	SUR	COMPUTER	1
N/A	SET OF SPEAKERS	N/A	SUR	EQUIPMENT	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	2
N/A	CALCULATORS	N/A	SUR	EQUIPMENT	2
N/A	IPAD KEYBOARDS	N/A	SUR	COMPUTER	42
N/A	BOX OF IPAD CABLES	N/A	SUR	COMPUTER	1
X31781	IPADS	N/A	SUR	COMPUTER	1
T16066	IPADS	N/A	SUR	COMPUTER	1
T16793	IPADS	N/A	SUR	COMPUTER	1
T15973	IPADS	N/A	SUR	COMPUTER	1
T16693	IPADS	N/A	SUR	COMPUTER	1
T16518	IPADS	N/A	SUR	COMPUTER	1
T16107	IPADS	N/A	SUR	COMPUTER	1
127881	CPU	N/A	SUR	COMPUTER	1
3009	TV	N/A	SUR	EQUIPMENT	1
3007	TV	N/A	SUR	EQUIPMENT	1
30082920	TV	N/A	SUR	EQUIPMENT	1
2972	TV	N/A	SUR	EQUIPMENT	1
2974	TV	N/A	SUR	EQUIPMENT	1
2978	TV	N/A	SUR	EQUIPMENT	1
2943	TV	N/A	SUR	EQUIPMENT	1
2941	TV	N/A	SUR	EQUIPMENT	1
2938	TV	N/A	SUR	EQUIPMENT	1
2937	TV	N/A	SUR	EQUIPMENT	1
2944	TV	N/A	SUR	EQUIPMENT	1
2946	TV	N/A	SUR	EQUIPMENT	1
2948	TV	N/A	SUR	EQUIPMENT	1
2950	TV	N/A	SUR	EQUIPMENT	1
2955	TV	N/A	SUR	EQUIPMENT	1
2959	TV	N/A	SUR	EQUIPMENT	1
2967	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
2956	VCR	N/A	SUR	EQUIPMENT	1
2958	VCR	N/A	SUR	EQUIPMENT	1
2960	VCR	N/A	SUR	EQUIPMENT	1
124381	POSTER MACHINE	N/A	SUR	EQUIPMENT	1
A12642	PROMETHEAN BOARD	N/A	SUR	COMPUTER	1
127921	CPU	N/A	SUR	COMPUTER	1
A5520	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
A12007	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
121184	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
122967	DOC. CAMERA	N/A	SUR	COMPUTER	1
125824	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11074	DOC. CAMERA	N/A	SUR	COMPUTER	1
A2606	DOC. CAMERA	N/A	SUR	COMPUTER	1
123540	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11366	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11107	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11113	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11317	DOC. CAMERA	N/A	SUR	COMPUTER	1
125821	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11621	DOC. CAMERA	N/A	SUR	COMPUTER	1
122979	DOC. CAMERA	N/A	SUR	COMPUTER	1
122983	DOC. CAMERA	N/A	SUR	COMPUTER	1
125828	DOC. CAMERA	N/A	SUR	COMPUTER	1
123537	DOC. CAMERA	N/A	SUR	COMPUTER	1
121948	DOC. CAMERA	N/A	SUR	COMPUTER	1
122980	DOC. CAMERA	N/A	SUR	COMPUTER	1
125830	DOC. CAMERA	N/A	SUR	COMPUTER	1
122963	DOC. CAMERA	N/A	SUR	COMPUTER	1
128078	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11073	DOC. CAMERA	N/A	SUR	COMPUTER	1
121644	DOC. CAMERA	N/A	SUR	COMPUTER	1
122966	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11078	DOC. CAMERA	N/A	SUR	COMPUTER	1
122966	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11121	DOC. CAMERA	N/A	SUR	COMPUTER	1
A5607	DOC. CAMERA	N/A	SUR	COMPUTER	1
123539	DOC. CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC. CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC. CAMERA	N/A	SUR	COMPUTER	1
123557	DOC. CAMERA	N/A	SUR	COMPUTER	1
123550	DOC. CAMERA	N/A	SUR	COMPUTER	1
123554	DOC. CAMERA	N/A	SUR	COMPUTER	1
A11323	DOC. CAMERA	N/A	SUR	COMPUTER	1
123548	DOC. CAMERA	N/A	SUR	COMPUTER	1
A3588	PROJECTOR	N/A	SUR	COMPUTER	1
A3486	PROJECTOR	N/A	SUR	COMPUTER	1
A13939	PROJECTOR	N/A	SUR	COMPUTER	1
A3596	PROJECTOR	N/A	SUR	COMPUTER	1
A3474	PROJECTOR	N/A	SUR	COMPUTER	1
A13927	PROJECTOR	N/A	SUR	COMPUTER	1
A3584	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	TV	N/A	SUR	EQUIPMENT	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	ACTIVE SLATE	N/A	SUR	COMPUTER	6
N/A	CISCO PHONE	N/A	SUR	COMPUTER	3
N/A	BOX OF CAT CABLES	N/A	SUR	COMPUTER	1
N/A	BOX OF IPAD KEYBOARDS	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	3
127955	CPU	N/A	SUR	COMPUTER	1
127954	CPU	N/A	SUR	COMPUTER	1
N/A		N/A	SUR	COMPUTER	1

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Tag #	Description	Serial #	Site	Code	Qty
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
127961	CPU	N/A	SUR	COMPUTER	1
127954	CPU	N/A	SUR	COMPUTER	1
127955	CPU	N/A	SUR	COMPUTER	1
N/A	ACTIVE SLATE	N/A	SUR	COMPUTER	2
123403	DOC. CAMERA	N/A	SUR	COMPUTER	1
123398	DOC. CAMERA	N/A	SUR	COMPUTER	1
123407	DOC. CAMERA	N/A	SUR	COMPUTER	1
123402	DOC. CAMERA	N/A	SUR	COMPUTER	1
123375	DOC. CAMERA	N/A	SUR	COMPUTER	1
123393	DOC. CAMERA	N/A	SUR	COMPUTER	1
123387	DOC. CAMERA	N/A	SUR	COMPUTER	1
123377	DOC. CAMERA	N/A	SUR	COMPUTER	1
123325	PROJECTOR	N/A	SUR	COMPUTER	1
123342	PROJECTOR	N/A	SUR	COMPUTER	1
123353	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	9
N/A	PRINTER	N/A	SUR	COMPUTER	1
123467	CPU	N/A	SUR	COMPUTER	1
N/A	BAG OF RESPONDERS	N/A	SUR	COMPUTER	1
122857	DOC. CAMERA	N/A	SUR	COMPUTER	1
N/A	HDMI MATRIX SWITCHES	N/A	SUR	COMPUTER	1
N/A	DOC. STATIONS	N/A	SUR	COMPUTER	3
A12351	WINDSOR Radius 300	10242	SUR	EQUIPMENT	1
125285	HILLYARD CLEAN COMPANION	N/A	SUR	EQUIPMENT	1
N/A	CARPET CLEANER	N/A	SUR	EQUIPMENT	1
A1760	PROJECTOR	N/A	SUR	COMPUTER	1
A3509	PROJECTOR	N/A	SUR	COMPUTER	1
A2500A2527	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
A1921	CPU	N/A	SUR	COMPUTER	1
A1756	CPU	N/A	SUR	COMPUTER	1
N/A	DOCK STATION	N/A	SUR	COMPUTER	1
30000349	VOICE RECORDER	N/A	SUR	COMPUTER	1
N/A	BOX OF CABLES	N/A	SUR	COMPUTER	1
N/A	DELL PPO4X	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1
N/A	PHONE	N/A	SUR	COMPUTER	1
A2462	CPU	N/A	SUR	COMPUTER	1
125938	CARPET CLEANER	N/A	SUR	EQUIPMENT	1
123214	CPU	N/A	SUR	COMPUTER	1
127898	CPU	N/A	SUR	COMPUTER	1
128755	CPU	N/A	SUR	COMPUTER	1
A12212	CPU	N/A	SUR	COMPUTER	1
A12745	CPU	N/A	SUR	COMPUTER	1
A12749	CPU	N/A	SUR	COMPUTER	1
A12755	CPU	N/A	SUR	COMPUTER	1
A12765	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	TYPEWRITER	N/A	SUR	EQUIPMENT	1
126121	CPU	N/A	SUR	COMPUTER	1
125355	CPU	N/A	SUR	COMPUTER	1
125353	CPU	N/A	SUR	COMPUTER	1
125352	CPU	N/A	SUR	COMPUTER	1
125368	CPU	N/A	SUR	COMPUTER	1



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Tag #	Description	Serial #	Site	Code	Qty
125349	CPU	N/A	SUR	COMPUTER	1
125369	CPU	N/A	SUR	COMPUTER	1
125367	CPU	N/A	SUR	COMPUTER	1
A13723	CPU	N/A	SUR	COMPUTER	1
A5371	CPU	N/A	SUR	COMPUTER	1
124923	CPU	N/A	SUR	COMPUTER	1
125356	CPU	N/A	SUR	COMPUTER	1
125360	CPU	N/A	SUR	COMPUTER	1
125359	CPU	N/A	SUR	COMPUTER	1
125351	CPU	N/A	SUR	COMPUTER	1
125358	CPU	N/A	SUR	COMPUTER	1
128043	CPU	N/A	SUR	COMPUTER	1
A5370	CPU	N/A	SUR	COMPUTER	1
A5379	CPU	N/A	SUR	COMPUTER	1
121767	PROJECTOR	N/A	SUR	COMPUTER	1
123164	PROJECTOR	N/A	SUR	COMPUTER	1
121436	PROJECTOR	N/A	SUR	COMPUTER	1
121456	PROJECTOR	N/A	SUR	COMPUTER	1
123160	PROJECTOR	N/A	SUR	COMPUTER	1
7461	PROJECTOR	N/A	SUR	COMPUTER	1
123157	PROJECTOR	N/A	SUR	COMPUTER	1
121435	PROJECTOR	N/A	SUR	COMPUTER	1
121458	PROJECTOR	N/A	SUR	COMPUTER	1
123168	PROJECTOR	N/A	SUR	COMPUTER	1
121457	PROJECTOR	N/A	SUR	COMPUTER	1
127554	DELL MODEMS	N/A	SUR	COMPUTER	1
A12769	DELL MODEMS	N/A	SUR	COMPUTER	1
A12770	DELL MODEMS	N/A	SUR	COMPUTER	1
A12758	DELL MODEMS	N/A	SUR	COMPUTER	1
A12773	DELL MODEMS	N/A	SUR	COMPUTER	1
A12751	DELL MODEMS	N/A	SUR	COMPUTER	1
A12757	DELL MODEMS	N/A	SUR	COMPUTER	1
A12771	DELL MODEMS	N/A	SUR	COMPUTER	1
A12766	DELL MODEMS	N/A	SUR	COMPUTER	1
A12752	DELL MODEMS	N/A	SUR	COMPUTER	1
A12759	DELL MODEMS	N/A	SUR	COMPUTER	1
A12761	DELL MODEMS	N/A	SUR	COMPUTER	1
A12743	DELL MODEMS	N/A	SUR	COMPUTER	1
A12767	DELL MODEMS	N/A	SUR	COMPUTER	1
A12744	DELL MODEMS	N/A	SUR	COMPUTER	1
A12748	DELL MODEMS	N/A	SUR	COMPUTER	1
X1323	IPADS	N/A	SUR	COMPUTER	1
X1669	IPADS	N/A	SUR	COMPUTER	1
X3744	IPADS	N/A	SUR	COMPUTER	1
A1481	IPADS	N/A	SUR	COMPUTER	1
A1477	IPADS	N/A	SUR	COMPUTER	1
A1482	IPADS	N/A	SUR	COMPUTER	1
A1464	IPADS	N/A	SUR	COMPUTER	1
A2241	IPADS	N/A	SUR	COMPUTER	1
A2230	IPADS	N/A	SUR	COMPUTER	1
N/A	LAPTOPS	N/A	SUR	COMPUTER	30
N/A	BOX OF MISC ELECTRONICS	N/A	SUR	COMPUTER	1
N/A	RADIO	N/A	SUR	EQUIPMENT	1
N/A	CISCO PHONE	N/A	SUR	COMPUTER	3
N/A	SHREDDER	N/A	SUR	EQUIPMENT	1
121413	CPU	N/A	SUR	COMPUTER	1
121411	CPU	N/A	SUR	COMPUTER	1
121414	CPU	N/A	SUR	COMPUTER	1
6622	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request 10/2020

Tag #	Description	Serial #	Site	Code	Qty
N/A	HEATER	N/A	SUR	EQUIPMENT	2
11597	CPU	N/A	SUR	COMPUTER	1
1920	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	11670128	SUR	COMPUTER	1
N/A	BATTERY BACK UP	N/A	SUR	COMPUTER	1
N/A	BOX OF ELECTRONICS	N/A	SUR	COMPUTER	1
A5601	DOC CAMERA	N/A	SUR	COMPUTER	1
A12555	DOC CAMERA	N/A	SUR	COMPUTER	1
A12336	DOC CAMERA	N/A	SUR	COMPUTER	1
A12310	DOC CAMERA	N/A	SUR	COMPUTER	1
A12331	DOC CAMERA	N/A	SUR	COMPUTER	1
A11615	DOC CAMERA	N/A	SUR	COMPUTER	1
A11625	DOC CAMERA	N/A	SUR	COMPUTER	1
A11403	DOC CAMERA	N/A	SUR	COMPUTER	1
122058	DOC CAMERA	N/A	SUR	COMPUTER	1
A11404	DOC CAMERA	N/A	SUR	COMPUTER	1
121944	DOC CAMERA	N/A	SUR	COMPUTER	1
121441	DOC CAMERA	N/A	SUR	COMPUTER	1
123147	DOC CAMERA	N/A	SUR	COMPUTER	1
123148	DOC CAMERA	N/A	SUR	COMPUTER	1
123152	DOC CAMERA	N/A	SUR	COMPUTER	1
A12214	DOC CAMERA	N/A	SUR	COMPUTER	1
A13180	DOC CAMERA	N/A	SUR	COMPUTER	1
124359	DOC CAMERA	N/A	SUR	COMPUTER	1
124347	DOC CAMERA	N/A	SUR	COMPUTER	1
1243543	DOC CAMERA	N/A	SUR	COMPUTER	1
120536	DOC CAMERA	N/A	SUR	COMPUTER	1
124342	DOC CAMERA	N/A	SUR	COMPUTER	1
A2534	DOC CAMERA	N/A	SUR	COMPUTER	1
124355	DOC CAMERA	N/A	SUR	COMPUTER	1
124374	DOC CAMERA	N/A	SUR	COMPUTER	1
124361	DOC CAMERA	N/A	SUR	COMPUTER	1
124341	DOC CAMERA	N/A	SUR	COMPUTER	1
120547	DOC CAMERA	N/A	SUR	COMPUTER	1
A5604	DOC CAMERA	N/A	SUR	COMPUTER	1
A2132	TYPEWRITER	N/A	SUR	EQUIPMENT	1
124363	DOC CAMERA	N/A	SUR	COMPUTER	1
121349	DOC CAMERA	N/A	SUR	COMPUTER	1
A12742	DOC CAMERA	N/A	SUR	COMPUTER	1
124357	DOC CAMERA	N/A	SUR	COMPUTER	1
124360	DOC CAMERA	N/A	SUR	COMPUTER	1
124375	DOC CAMERA	N/A	SUR	COMPUTER	1
124369	DOC CAMERA	N/A	SUR	COMPUTER	1
N/A	DOC CAMERA	N/A	SUR	COMPUTER	1
120720	DOC CAMERA	N/A	SUR	COMPUTER	1
123146	DOC CAMERA	N/A	SUR	COMPUTER	1
122059	DOC CAMERA	N/A	SUR	COMPUTER	1
A1763	DOC CAMERA	N/A	SUR	COMPUTER	1
124364	DOC CAMERA	N/A	SUR	COMPUTER	1
124350	DOC CAMERA	N/A	SUR	COMPUTER	1
120550	DOC CAMERA	N/A	SUR	COMPUTER	1
A3922	DOC CAMERA	N/A	SUR	COMPUTER	1
A12304	DOC CAMERA	N/A	SUR	COMPUTER	1
A12952	DOC CAMERA	N/A	SUR	COMPUTER	1
A12320	DOC CAMERA	N/A	SUR	COMPUTER	1
A12306	DOC CAMERA	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request 10/2020

Tag#	Description	Serial #	Site	Code	Qty
122056	DOC CAMERA	N/A	SUR	COMPUTER	1
1223153	DOC CAMERA	N/A	SUR	COMPUTER	1
123151	DOC CAMERA	N/A	SUR	COMPUTER	1
A12395	DOC CAMERA	N/A	SUR	COMPUTER	1
12636	DOC CAMERA	N/A	SUR	COMPUTER	1
A12207	DOC CAMERA	N/A	SUR	COMPUTER	1
124352	DOC CAMERA	N/A	SUR	COMPUTER	1
A13198	DOC CAMERA	N/A	SUR	COMPUTER	1
124373	DOC CAMERA	N/A	SUR	COMPUTER	1
124356	DOC CAMERA	N/A	SUR	COMPUTER	1
124376	DOC CAMERA	N/A	SUR	COMPUTER	1
124344	DOC CAMERA	N/A	SUR	COMPUTER	1
124493	DOC CAMERA	N/A	SUR	COMPUTER	1
124371	DOC CAMERA	N/A	SUR	COMPUTER	1
124349	DOC CAMERA	N/A	SUR	COMPUTER	1
A11610	DOC CAMERA	N/A	SUR	COMPUTER	1
A12934	DOC CAMERA	N/A	SUR	COMPUTER	1
A5604	DOC CAMERA	N/A	SUR	COMPUTER	1
122052	DOC CAMERA	N/A	SUR	COMPUTER	1
A12950	DOC CAMERA	N/A	SUR	COMPUTER	1
124370	DOC CAMERA	N/A	SUR	COMPUTER	1
124378	DOC CAMERA	N/A	SUR	COMPUTER	1
120557	DOC CAMERA	N/A	SUR	COMPUTER	1
124492	DOC CAMERA	N/A	SUR	COMPUTER	1
A2535	DOC CAMERA	N/A	SUR	COMPUTER	1
123150	DOC CAMERA	N/A	SUR	COMPUTER	1
A12211	DOC CAMERA	N/A	SUR	COMPUTER	1
124348	DOC CAMERA	N/A	SUR	COMPUTER	1
124379	DOC CAMERA	N/A	SUR	COMPUTER	1
124358	DOC CAMERA	N/A	SUR	COMPUTER	1
124368	DOC CAMERA	N/A	SUR	COMPUTER	1
A3920	DOC CAMERA	N/A	SUR	COMPUTER	1
10605	PROJECTOR	N/A	SUR	COMPUTER	1
11538	PROJECTOR	N/A	SUR	COMPUTER	1
A11440	EMC	N/A	SUR	COMPUTER	1
A11441	EMC	N/A	SUR	COMPUTER	1
A11525	SWITCH	N/A	SUR	COMPUTER	1
126449	SWITCH	N/A	SUR	COMPUTER	1
N/A	DELL POWER CONNECT	2K7W291	SUR	COMPUTER	1
N/A	POWER EDGE	N/A	SUR	COMPUTER	1
N/A	POWER EDGE	N/A	SUR	COMPUTER	1
N/A	POWER EDGE	N/A	SUR	COMPUTER	1
N/A	POWER EDGE	N/A	SUR	COMPUTER	1
N/A	POWER EDGE	N/A	SUR	COMPUTER	1
N/A	EMC POWER	AC10507400206	SUR	COMPUTER	1
N/A	EMC POWER	AC10507400208	SUR	COMPUTER	1
N/A	POWER EDGE	2C2RFSI	SUR	COMPUTER	1
N/A	POWER EDGE	4C2RFSI	SUR	COMPUTER	1
122578	DELL	N/A	SUR	COMPUTER	1
N/A	SLK FIBER SWITCH	3TKWD1	SUR	COMPUTER	1
N/A	SLK FIBER SWITCH	HFKWYD1	SUR	COMPUTER	1
N/A	MONITOR & 4 STAND	N/A	SUR	COMPUTER	1
A11291	RUKUS WIRELESS	N/A	SUR	COMPUTER	1
A11283	SWITCH	N/A	SUR	COMPUTER	1
A11282	SWITCH	N/A	SUR	COMPUTER	1
N/A	LIGHTSPEED WEBFILTER	NNE00141910128	SUR	COMPUTER	1
A2176	SWITCH	N/A	SUR	COMPUTER	1
N/A	EMC MIDRANGE SYSTEM	CF2J1080300305	SUR	COMPUTER	1
N/A	4 BXS IPAD PARTS	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request 10/2020

Tag #	Description	Serial #	Site	Code	Qty
120734	ELMO	N/A	SUR	EQUIPMENT	1
A2208	PROJECTOR	N/A	SUR	COMPUTER	1
A12938	PROJECTOR	N/A	SUR	COMPUTER	1
A13368	PROJECTOR	N/A	SUR	COMPUTER	1
A13503	PROJECTOR	N/A	SUR	COMPUTER	1
123083	PROJECTOR	N/A	SUR	COMPUTER	1
120540	PROJECTOR	N/A	SUR	COMPUTER	1
123074	PROJECTOR	N/A	SUR	COMPUTER	1
123084	PROJECTOR	N/A	SUR	COMPUTER	1
123066	PROJECTOR	N/A	SUR	COMPUTER	1
123076	PROJECTOR	N/A	SUR	COMPUTER	1
123087	PROJECTOR	N/A	SUR	COMPUTER	1
123092	PROJECTOR	N/A	SUR	COMPUTER	1
123079	PROJECTOR	N/A	SUR	COMPUTER	1
123078	PROJECTOR	N/A	SUR	COMPUTER	1
123094	PROJECTOR	N/A	SUR	COMPUTER	1
123069	PROJECTOR	N/A	SUR	COMPUTER	1
A13375	PROJECTOR	N/A	SUR	COMPUTER	1
A13144	PROJECTOR	N/A	SUR	COMPUTER	1
A13138	PROJECTOR	N/A	SUR	COMPUTER	1
A12612	PROJECTOR	N/A	SUR	COMPUTER	1
121322	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
121351	PROJECTOR	N/A	SUR	COMPUTER	1
124797	PROJECTOR	N/A	SUR	COMPUTER	1
A12333	PROJECTOR	N/A	SUR	COMPUTER	1
122841	PROJECTOR	N/A	SUR	COMPUTER	1
A12307	PROJECTOR	N/A	SUR	COMPUTER	1
A12330	PROJECTOR	N/A	SUR	COMPUTER	1
A12941	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
121249	PROJECTOR	N/A	SUR	COMPUTER	1
A12326	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
N/A	PROJECTOR	N/A	SUR	COMPUTER	1
A2825	MACMINI	N/A	SUR	COMPUTER	1
A2827	MACMINI	N/A	SUR	COMPUTER	1
A2821	MACMINI	N/A	SUR	COMPUTER	1
A2826	MACMINI	N/A	SUR	COMPUTER	1
A2824	MACMINI	N/A	SUR	COMPUTER	1
A2822	MACMINI	N/A	SUR	COMPUTER	1
A2823	MACMINI	N/A	SUR	COMPUTER	1
A5473	CPU	N/A	SUR	COMPUTER	1
A5797	CPU	N/A	SUR	COMPUTER	1
127901	CPU	N/A	SUR	COMPUTER	1
N/A	IPOD TOUCH	N/A	SUR	COMPUTER	7
N/A	IPOD SHUFFLES	N/A	SUR	COMPUTER	6
N/A	MONITOR	N/A	SUR	COMPUTER	1
N/A	MONITOR	N/A	SUR	COMPUTER	1

**Oxnard School District**  
**Surplus Disposal Request 10/2020**

<b>Tag #</b>	<b>Description</b>	<b>Serial #</b>	<b>Site</b>	<b>Code</b>	<b>Qty</b>
N/A	DELL DOCK STATIONS	N/A	SUR	COMPUTER	6
N/A	CISCO PHONES	N/A	SUR	COMPUTER	8
N/A	PRINTER	N/A	SUR	COMPUTER	1
N/A	MAC BOOK	N/A	SUR	COMPUTER	1
N/A	MISC CABLES	N/A	SUR	COMPUTER	1
N/A	PROMETHEAN BOX	N/A	SUR	COMPUTER	1
N/A	IPAD KBD	N/A	SUR	COMPUTER	1
N/A	IPAD KBD	N/A	SUR	COMPUTER	1
A2832	CPU	N/A	SUR	COMPUTER	1
A4099	CPU	N/A	SUR	COMPUTER	1
A3351	CPU	N/A	SUR	COMPUTER	1
A3795	CPU	N/A	SUR	COMPUTER	1
A2652	CPU	N/A	SUR	COMPUTER	1
A3360	CPU	N/A	SUR	COMPUTER	1
A3803	CPU	N/A	SUR	COMPUTER	1
A3796	CPU	N/A	SUR	COMPUTER	1
A3799	CPU	N/A	SUR	COMPUTER	1
A3338	CPU	N/A	SUR	COMPUTER	1
A3356	CPU	N/A	SUR	COMPUTER	1
A4098	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1
N/A	CPU	N/A	SUR	COMPUTER	1

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Enrollment Report (Penanhoat)**

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District enrollment as of October 7, 2020 (CALPADS) was 15,067. This is 663 less than the same time last year.

District enrollment as of October 30, 2020 was 15,094. This is 624 less than the same time last year.

District enrollment as of November 30, 2020 was 15,121. This is 586 less than the same time last year.

**FISCAL IMPACT:**

None.

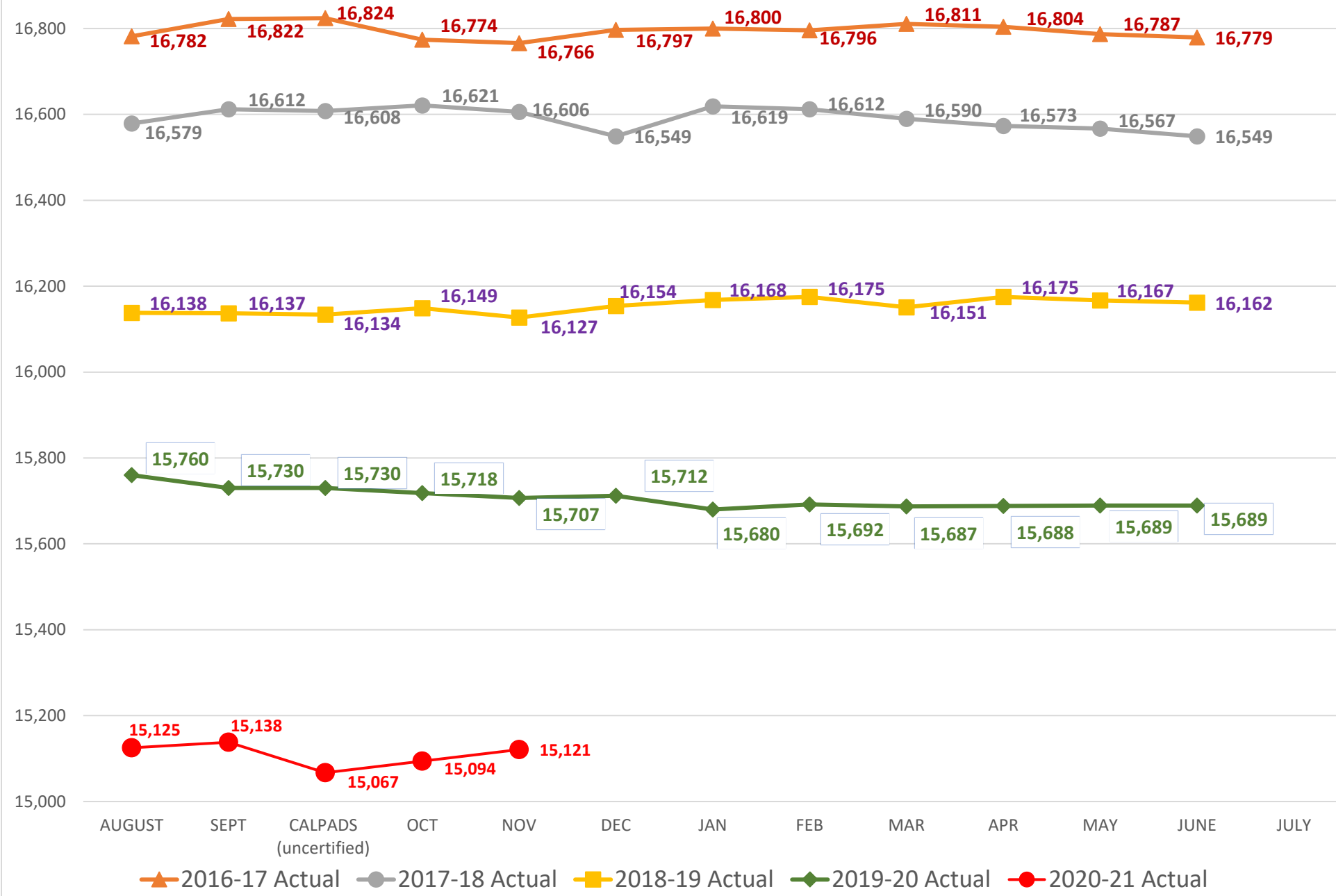
**RECOMMENDATION:**

Information only.

**ADDITIONAL MATERIALS:**

**Attached:** [Graph - Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**2020-2021 1st Quarter Williams VCOE Activity Report (Torres/Magaña)**

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Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 1st quarter of fiscal year 2020-2021.

**FISCAL IMPACT:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2020-2021 1st Quarter Williams VCOE Activity Report, as presented.

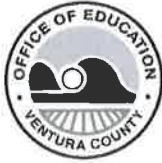
**RECOMMENDATION:**

None.

**ADDITIONAL MATERIALS:**

**Attached:** [Memorandum from Danni Brook, Executive Director, School Business & Advisory Services, VCOE \(One Page\)](#)  
[VCOE Williams Activity Report for the 1st Quarter, Fiscal Year 2020-2021 \(Five Pages\)](#)





STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

Date: October 26, 2020  
To: District Superintendents  
From: Danni Brook, Executive Director  
School Business and Advisory Services  
Subject: 2020-21 1<sup>st</sup> Quarter Williams COE Activity Report

Norma Magana  
Oxnard Elementary School District

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with schools ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 1<sup>st</sup> quarter of fiscal year 2020-21. This summary report includes an overview of our textbook and instructional materials review as well as our facilities inspection. This report does not comment on our review of teacher assignments and vacancies, audit findings related to the Williams settlement, and our review of the annual school accountability report cards. Those reviews will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, Ventura County Superintendent of Schools  
Misty Key, VCOE Associate Superintendent, Fiscal and Administrative Services  
District Williams Coordinator

Attachment

Ventura County Office of Education  
Williams Activity Report for the 1<sup>st</sup> Quarter  
Fiscal Year 2020-21

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2020-21 school year, County Office of Education inspectors visited all Williams schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits are summarized on the following 1<sup>st</sup> Quarter Activity Report for your District. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that the condition of the school facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1<sup>st</sup> quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in October of 2021.

If you have any questions about the Williams Settlement process or the information contained in the attached 1<sup>st</sup> Quarter Activity Report for your District, please contact Danni Brook, Executive Director, at 805-383-1981.

**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **OXNARD ELEMENTARY**

Page 1 of 4

Schools: **Chavez Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Curren Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Driffill Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Elm Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981

**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **OXNARD ELEMENTARY**

Page 2 of 4

Schools: **Norma Harrington Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Kamala Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Lemonwood Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Marina West Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981

**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **OXNARD ELEMENTARY**

Page 3 of 4

Schools: **McKinna Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Ramona Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Emilie Ritchen Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Rose Avenue Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981

**Ventura County Office of Education  
Williams Activity Report for the 1st Quarter  
Fiscal Year 2020-21**

School District: **OXNARD ELEMENTARY**

Page 4 of 4

Schools: **Sierra Linda Elementary**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Frank Academy of Marine Science and Engineering**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Fremont Academy of Environmental Science and Innovative Design**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

**Dr. Manuel M. Lopez Academy of Arts and Sciences**

**Textbook/Instruction Materials Inspection**

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

**Facilities Inspection**

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Danni Brook, Executive Director  
School Business and Advisory Services  
805-383-1981

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Approval of Memorandum of Understanding #20-117 between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District re: The Effects of the COVID-19 Pandemic and their Effects on the 2020-2021 School Year (Torres)**

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The Oxnard School District and the Oxnard Supportive Services Association have met to discuss the effects of the COVID-19 pandemic and their effects on the 2020-2021 school year and both parties agreed to address said effects through this Memorandum of Understanding rather than including this language in the collective bargaining agreement.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Memorandum of Understanding #20-117 between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District regarding the effects of the COVID-19 pandemic and their effects on the 2020-21 school year, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [MOU #20-117 w. OSSA re response to COVID19 \(four pages\)](#)

MEMORANDUM OF UNDERSTANDING

RETURN TO SCHOOL 2020-2021

This Memorandum of Understanding (MOU) is entered into by and between the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA). The District and OSSA are hereafter referred to as "the Parties." The Parties have entered into this MOU to reflect the agreements reached the response to the coronavirus (COVID-19) pandemic and the plans for the 2020-2021 school year. Upon full execution, this MOU shall remain in effect for the duration of the COVID-19 pandemic and until Public Health has officially deemed the virus no longer a threat, but in no event later than June 30, 2021.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and support staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

OSSA enters into this MOU on its own behalf as well as on behalf of certificated employees who are members of the bargaining unit represented by OSSA in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement (CBA) effective July 1, 2019 through June 30, 2022. The effects of the COVID-19 pandemic and their effects on the 2020-2021 school year are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. In the event of a state or local government mandated closure for in-person instruction of any District facility or operation due to the COVID-19 pandemic, OSSA bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.
2. Whether the District implements a Distance Learning or Hybrid Learning Model, bargaining unit members may be required to report to their work site to perform essential duties.
3. OSSA bargaining unit members will be available during their regularly assigned work hours for communication with students, parents, and administration on a regular basis. Bargaining unit members will also provide appropriate services, including but not limited to, assessment, related services, and/or consultations.
4. The Oxnard School District – Oxnard Supportive Services Association Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.
5. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health



(CDPH), California Department of Education (CDE), and the Ventura County Public Health Department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

6. If the District is required to add additional school days to this school year, or alter the regular school day to increase instructional minutes, the Parties will meet and negotiate the effects.
7. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
  - a. If an OSSA bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District's appropriate leave request procedures.
  - b. If an employee is required to quarantine, but is able to perform their assigned work via telework, they are not required to use any existing leave during those quarantine days upon approval from the district.
  - c. During distance learning and/or a closure, pre-approved sick and personal necessity leave will continue to be used as originally planned and the OSSA bargaining unit member will not be required to perform work.
  - d. Notwithstanding the forgoing, the Parties agree to permit use of any additional paid leave provided by the federal or state government, during the pendency of the declared COVID-19 national and state emergency.
  - e. Employees with a verified medical condition that precludes them performing their regular duties will be referred to the district interactive process
8. Telework : DURING DISTANCE LEARNING
  - a. The parties agree that the different job classes within OSSA meet the needs of the community in different ways; and the flexibility for telework may be different for each job class. When possible, unit members will be on campus, in coordination with their onsite administrator, to be available to students and parents based on an established schedule or log. Unit members may work remotely when in-person student or parent contact is not required. Unit members must be reachable during regular work hours and report to the worksite when directed by their supervisor with reasonable notice.
  - b. On Site Work Days/Hours for Counselors & Nurses:
    - i. Unit members will coordinate with their onsite administrator to establish their onsite schedule to maximize support for the students and community.
    - ii. Unit members will be available on campus for three days a week.
  - c. On Site Work Days/Hours for Program Specialists:
    - i. Unit members will coordinate with their supervisor weekly to establish their onsite schedule to maximize support for the students and community.
    - ii. Unit members must be reachable during regular work hours by phone in a reasonable amount of time.
    - iii. Unit members will report to the worksite when directed by their supervisor with reasonable notice.
9. Evaluations:
  - a. Evaluations will be conducted during the 2020-2021 school year as outlined in Article 9 of the OSSA collective bargaining agreement. OSSA bargaining unit members will not be

penalized for issues related to technology and equipment in a Distance Learning Environment.

- b. Upon the evaluation cycle, if it appears the member has been notified that the evaluation needs to be paused due to school closure, the evaluation will be completed the following school year.
10. DURING DISTANCE LEARNING Bargaining unit members who conduct special education assessments will conduct assessments in person with students as provided by law. This assumes that the County Public Health Department approves the District's/SELPA's safety plan allowing students to be present on campus individually. Employees with a verified medical condition that precludes them performing their regular duties will be referred to the district interactive process. All in person assessments shall follow safety protocols as written in the District Assessment Protocol Plan (including but not limited to socially distanced assessment space, PPE, Plexiglas barriers, etc.).
11. Calendar – The Parties agree to meet to review and revise the current 2020-2021 school year calendar to determine any modifications needed in the current instructional calendar as well as to schedule all necessary days based on the academic instructional models used including all student free days and professional development days.
12. In the event the State of California deems the need for alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts of those new requirements.
13. Unit members will notify their supervisor to discuss immediate technology needs. The supervisor will work collaboratively to ensure that all needs are met. School sites or other work locations are available for access to equipment and support materials.
14. Schools and worksites will be decontaminated and sanitized in accordance with Cal/OSHA COVID-19 guidelines.
15. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates and guidelines.
16. DURING HYBRID MODEL Bargaining unit members will be required to report to their assigned work sites for their regularly assigned work hours. Service providers will be prepared to meet students when hybrid instruction commences. To this end, unit members will begin working on site no later than three days prior to the commencement of Hybrid Model instruction once the date for Hybrid Instruction is formalized. One of these day will be a student-free day.
  - a. Bargaining unit members who provide services in small groups shall adhere to safety guidelines published by VCPH in accordance with the districts "1:1 and Small Group Service Provider Protocol."
  - b. At sites where the facility limitations do not permit the district to meet the parameters of the District's "1:1 and Small Group Service Provider Protocol guidelines" (which were developed in conjunction with by Ventura County Public Health), the district will accommodate as necessary on an individual case basis to ensure the safety of staff and students, which may include but are not limited to: flexibility of schedules and work location.
17. Upon the commencement of Hybrid Instruction, all district employees are required by Ventura County Public Health to submit to and provide the results of periodic COVID-19 testing. The

frequency of COVID-19 testing of employees is determined by Ventura County Public Health. Unit members will be permitted to receive their COVID-19 testing during normal work hours at a mutually agreed time between the unit member and their site administrator.

18. This is a non-precedent setting agreement.

RATIFIED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law.

FOR THE DISTRICT

FOR THE ASSOCIATION

October 29, 2020

October 29, 2020

Dr. Victor M. James, -Asst Supt HR.

Brenda K. Muth

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

### **Approval of Memorandum of Understanding #20-118 between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Concerning the District's Response to the Coronavirus (COVID-19) Pandemic-Campus Assistants: Flexible Assignments (Torres)**

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The Oxnard School District (District) and the California School Employees Association (CSEA), Chapter 272 have reached a Memorandum of Understanding in recognition of the importance of maintaining safe facilities and operations, while implementing prudent measures to prevent any person using District facilities from being exposed to or infected with COVID-19, and the need for continuity of District Operations during the COVID-19 pandemic.

This non precedent setting agreement stipulates that for the period of October 1, 2020 through December 31, 2020, during distance learning, Campus Assistants will receive an additional five (5) percent pay increase to allow flexibility with job duties, which may include supervising students and visitors in the office and cafeteria, office support (organizing and distributing supplies), support parent outreach on campus (phone calls), student support on campus (working with ORCs, connecting with students via phone or Zoom), and temperature screening. The above-mentioned duties shall not supersede the obligation of the employee regularly assigned these duties to complete them. Campus Assistants will not be required to provide support regarding particularly sensitive matters dealing with the health and the off-site safety of students.

This agreement shall be in effect from October 1, 2020 to December 31, 2020, unless the parties mutually agree to extend it.

#### **FISCAL IMPACT:**

The fiscal impact of the 5% for campus assistants is \$24,970 from ESSR and GEER funding (COVID funding).

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve Memorandum of Understanding #20-118 between the District and CSEA, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [CSEA MOU #20-118 Response to COVID19 re: Campus Assts Flexible Duties \(one page\)](#)

MEMORANDUM OF UNDERSTANDING  
ABOUT CORONAVIRUS RESPONSE

This memorandum is agreed to between the Oxnard School District and the California School Employees Association and its Oxnard Elementary Chapter #272 (together "CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic.


The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for unit members who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:


- a) The District and CSEA acknowledge that California Education Code 45101(a) requires that all classified positions have set duties. However, due to the current un-foreseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently enumerated within their current job description. The District and CSEA agree that this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated, and training shall be provided to employees as needed.
- b) During distance learning, Campus Assistants will receive an additional five (5) percent pay increase to allow flexibility with job duties which may include supervising students and visitors in the office and cafeteria, office support (organizing and distributing supplies), support parent outreach on campus (phone calls), student support on campus (working with ORCs, connecting with students via phone or Zoom), and temperature screening. The above-mentioned duties shall not supersede the obligation of the employee regularly assigned these duties to complete them. Campus Assistants will not be required to provide support regarding particularly sensitive matters dealing with the health and off-site safety of students.

This agreement shall expire on December 31, 2020.

Dated: 12-9-20

  
\_\_\_\_\_  
Jabbar Wofford, CSEA Chapter 272 President

Dated: 12. 9. 20

  
\_\_\_\_\_  
Dr. Victor M. Torres  
Assistant Superintendent, Human Resources

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Establish/Abolish/Increase/Reduce Hours of Position (Torres/Lin)**

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Establish

a four hour 183 day Paraeducator I position number 10116 to be established at Chavez school. This position will be established to provide additional support.

a four hour 183 day Paraeducator I position number 10117 to be established at Chavez school. This position will be established to provide additional support.

a four hour 183 day Paraeducator I position number 10118 to be established at Chavez school. This position will be established to provide additional support.

a four hour 183 day Paraeducator I position number 10121 to be established at Chavez school. This position will be established to provide additional support.

a three and a half hour 183 day Paraeducator I position number 10130 to be established at Kamala school. This position will be established to provide additional support.

a three and a half hour 183 day Paraeducator I position number 10131 to be established at Kamala school. This position will be established to provide additional support.

a three hour and forty five minute 183 day Paraeducator I position number 10122 to be established at Curren school. This position will be established to provide additional support.

Abolish

an eight hour 203 day Office Assistant II position number 8687 to be abolished at San Miguel school. This position will be abolished due to lack of work.

a five hour 185 day Child Nutrition Worker position number 2679 to be abolished at Soria school. This position will be abolished due to lack of work.

a five hour 185 day Child Nutrition Worker position number 2190 to be abolished at Sierra Linda school. This position will be abolished due to lack of work.

a five hour 185 day Child Nutrition Worker position number 2850 to be abolished at Elm school. This position will be abolished due to lack of work.

a five hour 185 day Child Nutrition Worker position number 2789 to be abolished at McAuliffe school. This position will be abolished due to lack of work.

Increase

a three hour and ten minute Paraeducator I position 7187 to be increased to four hours and ten minutes at Ramona school. This position will be increased to provide additional support.

a three hour and ten minute Paraeducator I position 7188 to be increased to four hours and ten minutes at Ramona school. This position will be increased to provide additional support.

a three hour and ten minute Paraeducator I position 9155 to be increased to four hours and ten minutes at Ramona school. This position will be increased to provide additional support.

a four and a half hour Paraeducator III position 8015 to be increased to five hours and forty-five minutes at McAuliffe school. This position will be increased to provide additional support.

**Reduce**

an eight hour 183 day Paraeducator III position number 7467 to be abolished in the Special Education department. This position will be reduced due to lack of work.

**FISCAL IMPACT:**

Cost for establishment of 7 Paraeducator I's: \$129,884 General fund  
Savings for Office Assistant: \$63,495 Special Ed  
Savings for 4 Child Nutrition Workers: \$90,000 Child Nutrition Services  
Cost for increase of Paraeducator I's: \$14,874 General fund  
Cost for increase of Paraeducator III: \$6,438 Special Ed  
Savings for reduction of Paraeducator III: \$11,589 Special Ed

**RECOMMENDATION:**

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

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Personnel Actions (Torres/Lin)**

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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 and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Personnel Actions 12.16.2020rev \(four pages\).pdf](#)



**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**

Rosenberg, Carmen	School Nurse, Pupil Services	11/30/2020
Mullins, Loris	Substitute Teacher	2020/2021 School Year
Arias, Angelica	Substitute Counselor	2020/2021 School Year
Davis, Laura	Substitute Counselor	2020/2021 School Year
Monroe, Heidi	Substitute Counselor	2020/2021 School Year
Coffey, Heidi	ISP, Soria	11/12/2020
McMurray, Jennifer	ISP, McAuliffe	11/10/2020

**Change of Status**

Caldwell, Richard	From: Principal to Master Principal, Frank	07/01/2020
Shea, Ginger	From: Manager to Director, Enrichment and Specialized Programs	12/01/2020

**Resignation**

Carranza, Jose	Psychologist, Drifill	12/04/2020
Iverson, Christine	Teacher, Lemonwood	11/18/2020
White, Jessica	Teacher, SPED	11/20/2020

**Retirements**

Magner-Varela, Kerry Ann	School Counselor, Marshall	12/31/2020
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**Leave of Absence**

Koppenjan, Tina	Teacher, Marshall	11/12/2020 – 1/11/2020
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## CLASSIFIED PERSONNEL ACTIONS

December 16, 2020

**New Hire**

Andrews, Brian J	Accountant/Internal Auditor, Position #1419 Budget & Finance 8.0 hrs./246 days	11/23/2020
Camara, Efrain	Buyer, Position #589 Purchasing 8.0 hrs./246 days	11/30/2020
Chavez, Bertha	Campus Assistant, Position #3073 Soria 4.25 hrs./180 days	11/20/2020
Granados, Lorena	Preschool Teacher, Position #1443 Ritchen 4.0 hrs./183 days	11/09/2020
Gregory, Justina C	Campus Assistant, Position #3019 Marshall 4.5 hrs./180 days	11/09/2020
Heikes, Geniveve D	Campus Assistant, Position #3024 McAuliffe 4.0 hrs./180 days McAuliffe	12/01/2020
Hernandez, Fatima	Paraeducator II, Position #7844 Pupil Services 5.75 hrs./183 days	11/16/2020
Magana Mendez, Ericka	Outreach Specialist, Position #563 Chavez 8.0 hrs./180 days	11/09/2020
Navarrete, Maria De Jesus	Preschool Assistant, Position #945 Rose Ave. 3.0 hrs./183 days	11/18/2020
Perez, Carolyn	Paraeducator III, Position #9778 Special Education 5.75 hrs./183 days	10/19/2020
Quinn, Emily S	Paraeducator III, Position #6172 Special Education 5.75 hrs./183 days	11/10/2020
Serratos, Oscar D	Campus Assistant, Position #6347 Brekke 4.0 hrs./180 days	11/02/2020

**Limited Term**

Duran, Marina	Outreach (substitute)	10/26/2020
Hernandez, Mayda B	Paraeducator (substitute)	11/13/2020
Lin, Thung-Rung	Interim Director, Classified Human Resources	11/02/2020
Mendez, Brisa E	Paraeducator (substitute)	10/26/2020
Morales de Hernandez, Claudia	Outreach (substitute)	10/26/2020

**Promotion**

Alcantar, Jessica	District Enrollment Center, Position #7906 Brekke 8.0 hrs./246 days	11/22/2020
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**Increase in Hours**

Gonzales, Ophelia D	Campus Assistant, Position #2969 Curren 5.75 hrs./180 days Campus Assistant, Position #2969 Curren 3.15 hrs./180 days	11/02/2020
Martinez Hernandez, Roberto	Campus Assistant, Position #7901 Curren 4.5 hrs./180 days Campus Assistant, Position #7901 Curren 5.5 hrs./180 days	10/26/2020

**Transfer**

Barksdale, Darlene	Campus Assistant, Position #3050 Curren 5.75 hrs./180 days Campus Assistant, Position #2971 Curren 3.5 hrs./180 days	11/01/2020
Aguilar, Leticia	Campus Assistant, Position #6661 Curren 5.75 hrs./180 days Campus Assistant, Position #2972 Curren 4.25 hrs./180 days	11/01/2020
Beltran, Maricela	Paraeducator II, Position #10020 Special Education 5.75 hrs./183 days Instructional Assistant Speech, Position #1186 & 1187 Special Education 2.70 & 2.75 hrs./183 days	11/11/2020
Dominguez, Marysol G	Paraeducator II, Position #10021 Special Education 5.75 hrs./183 days Instructional Assistant Speech, Position #724 & 725 Special Education 2.70 & 2.75 hrs./183 days	11/11/2020
Esparza, Lydia	Campus Assistant, Position #6817 Ritchen 5.75 hrs./180 days Campus Assistant, Position #3066 Ritchen 4.167 hrs./180 days	11/01/2020
Gomez, Fidela	Campus Assistant, Position #2971 Curren 5.75 hrs./180 days Campus Assistant, Position #6661 Curren 4.25 hrs./180 days	11/01/2020
Rodriguez, Christine L	Campus Assistant, Position #2961 Brekke 5.0 hrs./180 days Campus Assistant, Position #6346 Brekke 4.0 hrs./180 days	11/01/2020
Ruiz, Adriana	Campus Assistant, Position #2975 Curren 5.75 hrs./180 days Campus Assistant, Position #3050 Elm 3.5 hrs./180 days	11/01/2020

**In Lieu of Layoff**

Cooper, Kathy	Campus Assistant, Position #6546 Driffill 5.5 hrs./180 days Campus Assistant, Position #3125 Driffill 5.0 hrs./180 days	10/07/2020
Morales, Vanessa R	Paraeducator I, Position #9155 Chavez 4.167 hrs./183 days Paraeducator I, Position #7191 Rose Ave. 3.167 hrs./183 days	11/03/2020

**Unpaid Leave of Absence**

Arroyo Hernandez, Maria I      District Translator, Position #7259      11/17/2020-01/08/2021

**Release from Probation**

10962      Health Care Technician, Position #2693      11/04/2020  
10044      Paraeducator II, Position #6583      11/13/2020  
10867      Facilities Project & Energy Manager, Position #8509      11/06/2020

**Resignation**

Ramos, Monique      Health Assistant, Position #8435      11/30/2020

**Retirement**

Cooper, John W      Senior Manager Maintenance & Operations, Position #1082      3/31/2021  
Fierro, Leonida M      Accounting Specialist III, Position #1593      12/29/2020  
Fierro, Ricardo J      Shipping/Receiving Clerk/Delivery Driver, Position #378      12/29/2020  
Grajeda, Steven      Grounds Maintenance Specialist, Position #1036      11/30/2020

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Acceptance of Gifts (Aguilera-Fort)**

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Mr. Michael T. Wagemann, community member, presented a monetary donation in the amount of \$200.00 to be used to purchase classroom supplies for students at San Miguel Preschool. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Mr. Wagemann.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Mr. Michael T. Wagemann as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Donation Letter - Wagemann \(1 page\)](#)



**SAN MIGUEL PRESCHOOL**

**Home of the Monarchs**

2400 South J Street  
Oxnard, CA 93030  
Phone (805) 385-1578  
Fax (805) 487-6935



**To: Dr. Karling Aguilera-Fort  
Superintendent**

**From: Mary Truax  
Special Education Manger**

**Date: November 5, 2020**

**RE: Monetary Donation**

NOV 12 2020

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We, at San Miguel Preschool, respectfully request that the Board of Trustees accept a monetary donation in the amount of \$200.00 from Mr. Michael T. Wagemann , Oxnard, CA. 93036) to be used to purchase classroom supplies.

On behalf of San Miguel Preschool, we would like to thank Mr. Wagemann for his gracious donation. Our school truly appreciates our community members such as Mr. Wagemann who sponsor our school.

His support to our school and community is much appreciated.

Thank you in advance.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Acceptance of Gifts (Aguilera-Fort)**

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From Kinsa Inc., a donation of 10,500 Bluetooth Connected Digital Thermometers. The total value of the donation is \$315,000.00. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Kinsa Inc.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from Kinsa Inc. as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Donation Letter - Kinsa \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

## MEMO

**To:** Dr. Karling Aguilera-Fort, Superintendent

**From:** Chris Ridge, Director, Pupil Services

**Date:** October 23, 2020

**RE: Donation of Kinsa Bluetooth Connected Digital Thermometers**

I respectfully request that the Board of Trustees accept a donation of 10,500 Bluetooth Connected Digital Thermometers from Kinsa Inc. The total value of the donation is \$315,000 and they will be used to support health and wellness of our community.

Please place this item on the Board agenda for the meeting of December 16, 2020. Thank you.

Copy to: Dr. Anna DeGenna, Assistant Superintendent, Educational Services



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Consent Agenda

**Annual and Five–Year Developer Fee Report and Approval of Resolution #20-17  
(Penanhoat)**

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Government Code 66000 et seq. requires annual and five-year reports for school fees and mitigation payments.

This report summarizes the developer fee information from the 2014-15 fiscal year through the 2019-2020 fiscal year.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2014-15 through 2019-2020 fiscal years, and adopt Resolution #20-17.

**ADDITIONAL MATERIALS:**

**Attached:** [2019-20 Annual and Five-Year Developer Fee Report \(39 pages\)](#)  
[Resolution #20-17 \(5 pages\)](#)

# OXNARD SCHOOL DISTRICT



## 2019-20 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2014-2015 Through 2019-2020

**Board Meeting: December 16, 2020**

Presented by:  
Janet Penanhoat  
Interim Assistant Superintendent  
Business & Fiscal Services

## INTRODUCTION

Government Code 66000 et. Seq. requires annual and five-year reports for school fees and mitigation payments (“developer” fees).

This report summarizes the “developer” fee information for collections, revenues, and expenditures from fiscal year 2015-2016 through fiscal year 2019-2020.

Also included are City of Oxnard's share of site acquisition and Phase I costs for Brekke School. City of Oxnard payments along with the collections of developer fees for that area are committed for payments on the \$7,265,000 Certificates of Participation issued to cover the costs of Brekke School. As of May 2020, the Brekke School COP has been prepaid in full with developer fee funds.

As a part of the H.E.R.O. Project Cooperation Agreement, Oxnard School District receives redevelopment agency taxes. These funds are restricted solely for the purpose of funding capital facilities projects for the benefit of the project area.

In Fiscal Year 2013-14 the City of Oxnard released the funding from the Seabridge Acquisition, \$8,845,416. These funds are restricted for capital facilities projects for the benefit of the school district.

Additional facilities are needed for replacing the existing temporary facilities. Developer fees are used to provide interim housing during construction and/or leasing of portables; other sources are state construction money and bond funds. Actual receipt date of state money is unknown at this time.

Any questions on information provided in this report should be directed to the Assistant Superintendent of Business & Fiscal Services at (805) 385-1501, ext. 2401.

### OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2020

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$ 174,002
Cumulative Receipts thru June 2020:	\$55,337,115
Total Funds Available	\$55,511,117
Cumulative Expenditures thru June 2020:	\$49,169,622
Ending Fund Balance as of June 30, 2020	\$6,341,496

<b>Developer Fee Summary</b>	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Beginning Balance	5,926,665.64	5,917,460.18	6,424,423.68	7,727,274.15	8,564,859.81	<b>Cumulative</b>
<b>REVENUE:</b>						
Interest	30,338.06	47,098.26	92,151.62	183,183.30	165,355.60	<b>3,863,037.74</b>
Developer Fees	455,075.59	949,793.92	1,437,783.19	709,891.14	585,920.72	<b>20,329,028.67</b>
Developer Fees - NCSP(Pfieler)						<b>8,193,683.14</b>
Developer Fees - SB50						<b>2,132,081.67</b>
Donations						<b>959.63</b>
Redevelopment Agency Taxes	432,330.86	359,438.01	444,285.26	476,886.62	541,569.87	<b>4,782,117.95</b>
Transfer for COP pymt/Haydock Gym						<b>337,371.00</b>
Development Fees-NWGSP						<b>1,539,600.00</b>
Mitigation Agreement- 5th & Patterson						<b>2,853,512.25</b>
Mitigation Agreement- Mandalay						<b>1,500,000.00</b>
Settlement Agreement-Seabridge 2/8/19				150,000.00		<b>150,000.00</b>
Miscellaneous		713,830.41	81,247.40			<b>9,655,723.31</b>
Total Revenue	917,744.51	2,070,160.60	2,055,467.47	1,519,961.06	1,292,846.19	<b>55,511,117.37</b>
<b>EXPENSES:</b>						
COP Debt Payment	468,168.13	469,384.25	474,510.00	482,429.94	3,355,994.72	<b>9,825,119.53</b>
RDA (Hero Project)						<b>1,629,207.92</b>
Fire/Alarm Upgrade						<b>628,868.06</b>
Needs Analysis/Legal	13,477.27	7,943.67	13,580.00	7,631.89	13,412.19	<b>914,021.43</b>
Refund of Developer Fees						<b>3,785.78</b>
CSR Expenses						<b>1,578,040.50</b>
Tele-Communication upgrade	269,612.47	920,735.36	84,056.00			<b>1,430,920.43</b>
iPad Deployment						<b>10,273,746.59</b>
P2P Preliminary Costs						<b>1,715,290.46</b>
Waiver Portables						<b>36,959.62</b>
Juan Soria School						<b>5,445,488.22</b>
Interim School						<b>3,889.68</b>
Seabridge Site	46,735.65	16,375.00	575.00	(575.00)		<b>2,430,741.05</b>
Teal Club						<b>4,000.00</b>
Curren			2,934.00			<b>1,037,971.47</b>
Drifill						<b>236,536.89</b>
Elm						<b>385,752.33</b>
Frank	44,172.00	44,172.00	54,637.00	57,373.00	57,373.00	<b>1,818,491.86</b>
Fremont	9,672.00	4,836.00	6,287.00	6,602.00	6,602.00	<b>1,087,090.81</b>
Harrington		14,406.00				<b>98,685.97</b>
Haydock	38,568.00	42,676.00	47,851.00	52,490.00	54,614.00	<b>1,191,995.80</b>
Chavez						<b>966,419.20</b>
Kamala						<b>352,880.09</b>
Lemonwood	13,200.00	13,200.00	13,530.00	39,976.25		<b>315,178.97</b>
Marina West						<b>625,317.96</b>
McAuliffe	10,636.80	975.00	11,523.00	10,650.40	10,636.80	<b>194,432.60</b>
Marshall						<b>1,069,289.97</b>
McKinna						<b>274,633.09</b>
Ramona						<b>18,356.26</b>
Brekke						<b>275,298.48</b>
Rose						<b>163,186.34</b>
San Miguel						<b>290,324.70</b>
Sierra Linda						<b>437,021.97</b>
Ritchen						<b>76,559.83</b>
Administrative Fees	12,707.65	28,493.82	43,134.00	25,796.73	17,577.62	<b>1,144,614.66</b>
Reinstate for Portable Costs is Bond Fund						<b>1,189,503.00</b>
Total Expenditures	926,949.97	1,563,197.10	752,617.00	682,375.21	3,516,210.33	<b>49,169,621.52</b>
Ending Balance	5,917,460.18	6,424,423.68	7,727,274.15	8,564,860.00	6,341,495.67	<b>6,341,495.85</b>
		Commitments:	Brekke COP - pre-paid in full May 2020			-
			RDA/Hero			<b>3,074,858.30</b>
			Balance after Commitments			<b>3,266,637.55</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MNT	NOTES
<b>July 2019~</b>											
<b>RESIDENTIAL</b>											
07/18/19	Angie Lopez	3521 Keel Avenue	6640	187-0-026-145	392	Addition	1,603.28				
<b>COMMERCIAL</b>											
07/05/19	Marez Events Center	141 W. Fifth Street	3400	202-0-106-410	2860	Addition		1,152.58			
07/08/19	John Clay/Red Mountain Asset Fu	2400 S. Ventura Rd.	4450	205-0-020-455	1842	New		742.33			
07/18/19	Alisam Victoria LLC (Water Drops)	3680 W. Fifth Street	8700	185-0-170-165	5433	New		2,189.50			
<b>Sub Total July 2019</b>											
<b>\$5,687.69</b>											
Fees Exempt AB181 For July 1,603.28											
Fees Paid AB181 For July 4,084.41											
Fees Paid SB50 For July -											
<b>Fees Exempt AB181 To Date: 1,603.28</b>											
<b>Fees Paid AB181 To Date: 4,084.41</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>August 2019~</b>											
<b>RESIDENTIAL</b>											
08/01/19	Land Shak Holdings, LLC	2120 Greencastle Way	7920	188-0-055-205	4188	New		17,128.92			
08/08/19	Douglas Jereska	1020 Huntswood Way	4040	200-0-404-085	73	Addition	298.57				
08/08/19	Mandalay Beach 2 LLC	5306 Sandpiper Way	8720	191-0-055-115	3,074	New		12,572.66			
08/16/19	James Saucedo	513 Palm Drive	3260	200-0-311-270	95	Addition	388.55				
08/16/19	Martin Guillen	921 North G Street	3540	200-0-183-215	601	Addition	883.44	2,458.09			
08/21/19	Ramiro Arroyo	1171 W. Guava Street, #2	4340	203-0-201-255	216	Addition		2,454.00			2 checks: 10824
08/20/19	Aracell Ponce	131 S. Marquita Street	2160	201-0-153-1024	600	Addition					\$120,874.32; 2535
08/21/19	Ravello River Ridge 152, LLC	The Gallery ~ Phase 4A (Thorpe Trail: Lots 51-61)	5150	179-0-240-170-180	29,772	New		121,767.48			
<b>COMMERCIAL</b>											
<b>Sub-Total August 2019</b>											
<b>\$157,951.71</b>											
Fees Exempt AB181 For August 1,570.56											
Fees Paid AB181 For August 156,381.15											
Fees Paid SB50 For August -											
<b>Fees Exempt AB181 To Date: 3,173.84</b>											
<b>Fees Paid AB181 To Date: 160,465.56</b>											
<b>Fees Paid SB50 To Date: -</b>											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MNT	NOTES
<b>SEPTEMBER 2019 ~</b>											
<b>RESIDENTIAL</b>											
09/05/19	Hilda Fernandez	546 N. Bonita Ave.	2610	201-0-033-250	600	Addition		2,454.00			
09/18/19	Isidro Castorena	1210 South G Street The Gallery ~ Phase 4B	3530	203-0-050-110	658	Addition		2,691.22			
09/18/19	Ravello River Ridge 152, LLC	(Thorpe Trail & Mulligan, remaining 23 units)	5150	179-0-320-various	53,411	New		218,450.99			
<b>Sub-Total September 2019</b>								<b>0.00</b>	<b>223,596.21</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For September											
Fees Paid AB181 For September											
Fees Paid SB50 For September											
<b>Fees Exempt AB181 To Date:</b>								<b>3,173.84</b>			
<b>Fees Paid AB181 To Date:</b>								<b>384,061.77</b>			
<b>Fees Paid SB50 To Date:</b>											
<b>OCTOBER 2019--</b>											
<b>RESIDENTIAL</b>											
10/03/19	Charles & Angela Morris IRV TR/	1030 & 1032 Canal Street	7660	196-0-033-265	5,070	New		20,736.30			
10/09/19	Dudley Muth, Titee	1008 South H Street	3540	202-0-163-220	334	Addition	1,366.06				
10/15/19	Adolfo Flores	5117 Whitecap Street	8725	191-0-072-145	2,444	New		9,995.96			
10/25/19	Central Coast Engineering	5223 Terramar Way	8740	191-0-093-105	519			2,122.71			
10/29/19	Bradon Schwarz	625 W. Juniper Street	3660	203-0-307-035	481	Addition	1,967.29				
10/29/19	Maria Acosta	3531 W. Hemlock Street	6740	187-0-045-115	103	Addition	421.27				
10/29/19	Hermilia M. Alcantar										
10/10/19	Clinicas del Camino Real, Inc.	1100 W. Gonzales Road	4030	200-0-431-185	1,331	Addition		536.39			
<b>Sub Total October 2019</b>								<b>3,754.62</b>	<b>33,391.36</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For October											
Fees Paid AB181 For October											
Fees Paid SB50 For October											
<b>Fees Exempt AB181 To Date:</b>								<b>6,928.46</b>			
<b>Fees Paid AB181 To Date:</b>								<b>417,453.13</b>			
<b>Fees Paid SB50 To Date:</b>											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MINT	NOTES
<b>NOVEMBER 2019 ~</b>											
<b>RESIDENTIAL</b>											
11/06/19	OG Construction/Oscar Garcia	1936 MacArthur Place	1955	220-0-072-135	357	Addition	1,460.13				
11/14/19	Gohank Shakhmuradyan	4827 Oceannaire Street	8770	191-0-163-155	3,386			13,848.74			
11/14/19	TMZN Holdings LLC	4819 Oceannaire Street	8770	191-0-163-175	3,388			13,856.92			
11/18/19	Rosa & Felipe Romero	159 S. Hayes Avenue	2645	201-0-115-110	2,029			8,298.61			
11/19/19	Jose Guerrero	1132 Olivia Drive	2000	215-0-132-185	434	Addition	1,775.06				
11/19/19	Rachel Ramirez	421 South G Street	3350	202-0-063-020	353	Addition	1,443.77				
<b>COMMERCIAL</b>											
								0.00			
<b>Sub-Total November 2019</b>								<b>4,678.96</b>	<b>36,004.27</b>	<b>0.00</b>	<b>0.00</b>

<b>NECSP</b>											
Fees Exempt AB181 For November								4,678.96			
Fees Paid AB181 For November								36,004.27			
Fees Paid SB50 For November								0.00			
<b>Fees Exempt AB181 To Date:</b>								<b>11,607.42</b>			
<b>Fees Paid AB181 To Date:</b>								<b>453,457.40</b>			
<b>Fees Paid SB 50 To Date</b>								<b>-</b>			

<b>DECEMBER 2019~</b>											
<b>RESIDENTIAL</b>											
12/04/19	Jonathan Martinez	2730 Geronimo Drive	1945	220-0-084-155	118	Addition	482.62				
<b>COMMERCIAL</b>											
<b>Sub-Total December 2019</b>								<b>482.62</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>NECSP</b>											
Fees Exempt AB181 For December								482.62			
Fees Paid AB181 For December								-			
Fees Paid SB50 For December								-			
Fifth & Patterson Paid for December								\$0.00			
<b>Fees Exempt AB181 To Date:</b>								<b>12,090.04</b>			
<b>Fees Paid AB181 To Date:</b>								<b>453,457.40</b>			
<b>Fees Paid SB50 To Date:</b>								<b>-</b>			

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MINT	NOTES
<b>JANUARY 2020 ~</b>											
<b>RESIDENTIAL</b>											
01/02/20	Frank or Joan Fielding	911 Trafford Court	6580	185-0-022-135	45	Addition	184.05				
01/15/20	Fabiola Nova	1199 South K Street	4300	203-0-021-400	638	Addition		2,609.42			
01/21/20	Dan Voss, Jr.	2311 Greencastle Lane	7920	188-0-063-215	3,359	New		13,738.31			
<b>COMMERCIAL</b>											
<b>Sub-Total January 2020</b>											<b>0.00</b>
Fees Exempt AB181 For January											184.05
Fees Paid AB181 For January											16,347.73
Fees Paid SB50 For January											-
Fifth & Patterson Paid for January											\$0.00
<b>Fees Exempt AB181 To Date:</b>											<b>12,274.09</b>
<b>Fees Paid AB181 To Date:</b>											<b>469,805.13</b>
<b>Fees Paid SB50 To Date:</b>											<b>-</b>
<b>FEBRUARY 2020 ~</b>											
<b>RESIDENTIAL</b>											
02/03/20	Ashley Federis	414 E. Laurel Street	2980	204-0-211-130	496	Addition	2,028.64				
02/03/20	Fermin Bravo	508 E. Iris Street	2940	204-0-162-020	400	Addition	1,636.00				
02/06/20	Ashley Federis	811 Teresa Street	2000	215-0-122-155	401	Addition	1,640.09				
02/19/20	Robert Perez	532 North N Street	4140	200-0-262-265	750	New		3,067.50			
02/24/20	Joaquin Vega Luna	1045 Ontario Street	5620	183-0-184-105	671	Addition		2,744.39			
02/27/20	Kirk Prousa	2205 Indian Wells Court	5270	179-0-151-155	474	Addition	1,938.66				
<b>COMMERCIAL</b>											
<b>Sub-Total February 2020</b>											<b>0.00</b>
Fees Exempt AB181 For February											7,243.39
Fees Paid AB181 For February											5,811.89
Fees Paid SB50 For February											-
Fifth & Patterson Paid for February											\$0.00
<b>Fees Exempt AB181 To Date:</b>											<b>19,517.48</b>
<b>Fees Paid AB181 To Date:</b>											<b>475,617.02</b>
<b>Fees Paid SB50 To Date:</b>											<b>-</b>



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2019-2020

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MNT	NOTES
<b>MARCH 2020~</b>											
<b>RESIDENTIAL</b>											
03/03/20	Froylan Ortiz	1174 South N Street	4310	203-0-011-180	354	Addition	1,447.86				
03/03/20	Henry Casillas	Heritage Homes ~ Phase I (170; 180; 186; 188 North H Street)	4160	202-0-030-615	6612	New		27,043.08			2 checks: 0924617381 \$11,931.77; 745029 \$15,111.31
<b>Sub-Total March 2020</b>								<b>1,447.86</b>	<b>27,043.08</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March 1,447.86											
Fees Paid AB181 For March 27,043.08											
Fees Paid SB50 For March -											
Fifth & Patterson Paid for March \$0.00											
Fees Exempt AB181 To Date: 20,965.34											
Fees Paid AB181 To Date: 502,660.10											
Fees Paid SB50 To Date: -											
April 2020 ~											
<b>RESIDENTIAL</b>											
04/21/20	Henry Casillas	Heritage Homes ~ Phase II (148; 154; 162; 166 North H Street)	4160	202-0-030-615	6612	New		27,043.08			
04/30/20	Manycruz Castro Montes	944 King Street	3520	202-0-165-250	645	Addition		2,470.35			Cashiers check recd. for \$27,043.08; 06/04/20 refunded overpayment \$1,719.12
<b>Sub-Total April 2020</b>								<b>0.00</b>	<b>29,513.43</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For April -											
Fees Paid AB181 For April 29,513.43											
Fees Paid SB50 For April -											
Fifth & Patterson Paid for May 0.00											
Fees Exempt AB181 To Date: 20,965.34											
Fees Paid AB181 To Date: 532,173.53											
Fees Paid SB50 To Date: -											



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/M/T	NOTES
<b>July 2018~</b>											
<b>RESIDENTIAL</b>											
07/10/18	Jose Chavez	2300 W. Hemlock Street	5945	189-0-052-025	201	Addition	816.06				
07/17/18	AAA Development, Inc.	5114 Terramar Way	8740	191-0-103-085	578	Addition		2,346.68			
07/20/18	Dixline Builders Fund Control, In	5202 Outrigger Way The Gallery - Phase 2B	8730	191-0-074-055	2588	New		10,507.28			
07/26/18	Ravello River Ridge 152, LLC	(2314-2359 Niklaus St.)	5150	179-0-040-170 & 180	66829	New		271,325.74			
07/25/18	Oltmans Construction Co.	1400 Slatham Parkway	2410	220-0-021-385	27040	Addition		10,897.12			
<b>Sub Total July 2018</b>								<b>816.06</b>	<b>295,076.82</b>	<b>0.00</b>	<b>0.00</b>
	Fees Exempt AB181 For July						816.06				
	Fees Paid AB181 For July							295,076.82			
	Fees Paid SB50 For July										
<b>Fees Exempt AB181 To Date: 816.06</b>											
<b>Fees Paid AB181 To Date: 295,076.82</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>August 2018~</b>											
<b>RESIDENTIAL</b>											
08/15/18	Bodagger Builders	2510 New Haven Place	5660	185-0-166-065	142	Addition	576.52				
08/20/18	Fernando Vega	1641 Gallatin Place	5350	181-0-054-065	52	Addition	211.12				
08/20/18	Thomas Swick	2045 Ravoli Drive	7910	188-0-043-045	337	Addition	1,368.22				
08/30/18	Brandt Bacha	5124 Corbina Way	8765	191-0-134-055	581	Addition		2,358.86			
08/30/18	Munillo, Alejandro	156 W. Fir Avenue	3620	203-0-222-150	35	Addition		142.10			additional SF to original addition; see payment rec'd. 2/24/17
<b>Sub-Total August 2018</b>								<b>2,155.86</b>	<b>2,500.96</b>	<b>0.00</b>	<b>0.00</b>
	Fees Exempt AB181 For August						2,155.86				
	Fees Paid AB181 For August							2,500.96			
	Fees Paid SB50 For August										
<b>Fees Exempt AB181 To Date: 2,971.92</b>											
<b>Fees Paid AB181 To Date: 297,577.78</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>COMMERCIAL</b>											
<b>Sub-Total August 2018</b>											
	Fees Exempt AB181 For August						2,155.86				
	Fees Paid AB181 For August							2,500.96			
	Fees Paid SB50 For August										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SBS0 FEE	FIFTH AND PATTERSON AGR/MT	NOTES
<b>SEPTEMBER 2018 ~</b>											
<b>RESIDENTIAL</b>											
09/06/18	Benjamin Garcia	122 South B Street	3230	202-0-054-100	1,792	New		7,275.52			one check written from Benjamin Garcia for total
09/06/18	Benjamin Garcia	124 South B Street	3230	202-0-054-100	1,727	New		7,011.62			\$14,287.14
09/10/18	Vicente-Silvia Palomares	937 South E Street	3520	202-0-166-050	556	Addition		2,257.36			
09/17/18	Grace Blas	332 North K Street	4150	200-0-282-210	-32	Change	Refund				
09/17/18	Maribel Robles	1904 Kensington Lane	5405	181-0-183-025	145	Addition	586.70				Setback Change per City (original date 6/1/18)
09/17/18	Gabriela Morales	1940 La Puerta Ave.	1680	2160-182-325	252	Addition	1,023.12				
09/18/18	Rita De Caussin	4575 Falkirk Bay	7870	188-0-091-275	700	Addition		2,842.00			two checks rec'd. #1106: \$2,800.00 & #1119: \$42.00
09/10/18	Jeffrey Brown/Calvary Chapel	2001 Eastman Ave.	1680	216-0-191-015	4,225	New	1,702.68				
<b>Sub-Total September 2018</b>								<b>3,314.50</b>	<b>19,386.50</b>	<b>0.00</b>	<b>0.00</b>
	Fees Exempt AB181 For September						3,314.50				
	Fees Paid AB181 For September							19,386.50			
	Fees Paid SB50 For September										
	<b>Fees Exempt AB181 To Date:</b>						<b>6,286.42</b>				
	<b>Fees Paid AB181 To Date:</b>							<b>316,564.28</b>			
	<b>Fees Paid SB50 To Date:</b>										
<b>OCTOBER 2018 ~</b>											
<b>RESIDENTIAL</b>											
10/01/18	Ammie Presley	2114 Bermuda Dunes Pl.	5260	179-0-120-265	9	Addition	36.54				
10/04/18	Rigoberto Mendoza	1122 W. Guava Street	4340	203-0-202-145	173	Addition	702.38				
10/25/18	Roger Understiller	2320 Greencastle Lane	7920	188-0-063-065	3,031	New		12,305.86			
10/18/18	MWS Wire Industries	3000 Camino Del Sol	1630	216-0-153-115	60,733	New		24,475.40			
<b>Sub Total October 2018</b>								<b>738.92</b>	<b>36,781.26</b>	<b>0.00</b>	<b>0.00</b>
	Fees Exempt AB181 For October						738.92				
	Fees Paid AB181 For October							36,781.26			
	Fees Paid SB50 For October							0.00			
	<b>Fees Exempt AB181 To Date:</b>						<b>7,025.34</b>				
	<b>Fees Paid AB181 To Date:</b>							<b>353,745.54</b>			
	<b>Fees Paid SB50 To Date:</b>										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT	NOTES
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NOVEMBER 2018 ~

RESIDENTIAL  
11/07/18  
COMMERCIAL

Jose Corona      116 S. McKinley Ave.      2615      201-0-141-200      1,408      New      0.00      5,716.48      0.00

Sub-Total November 2018      \$5,716.48      0.00      5,716.48      0.00      0.00

NECSP

Fees Exempt AB181 For Novembe 0.00  
Fees Paid AB181 For November 5,716.48  
Fees Paid SB50 For November 0.00  
Fees Exempt AB181 To Date: 7,025.34  
Fees Paid AB181 To Date: 359,462.02  
Fees Paid SB 50 To Date:

DECEMBER 2018~

RESIDENTIAL  
12/04/18  
COMMERCIAL

Garrett Miller      3627 Dry Creek Lane      6100      179-0-230-355      240      Addition      974.40

Sub-Total December 2018      \$974.40      974.40      0.00      0.00      0.00

Fees Exempt AB181 For Decembe 974.40  
Fees Paid AB181 For December -  
Fees Paid SB50 For December -  
Fifth & Patterson Paid for Decemb: \$0.00  
Fees Exempt AB181 To Date: 7,999.74  
Fees Paid AB181 To Date: 359,462.02  
Fees Paid SB50 To Date:

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/UIT	NOTES
<b>JANUARY 2019 ~</b>											
<b>RESIDENTIAL</b>											
01/04/19	Christopher Marceau	930 W. Iris Street	4350	203-0-251-145	497	Addition	2,017.82				
01/04/19	Ruben Ortiz	231 E. Cedar Street	2830	204-0-074-370	456	Addition	1,851.36				
01/24/19	Angel Quirarte	890 Riatio Street	5615	183-0-173-035	180	Addition	730.80				
01/29/19	Amy He	5000 Catamaran Street	7660	196-0-023-035	3,089	New		12,541.34			
01/31/19	Cirilo Rangel	915 South K Street	4280	202-0-262-185	650	Addition		2,639.00			
								<b>4,599.98</b>	<b>0.00</b>	<b>0.00</b>	
<b>Sub-Total January 2019</b>								<b>\$19,780.32</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For January 4,599.98											
Fees Paid AB181 For January 15,180.34											
Fees Paid SB50 For January -											
Fifth & Patterson Paid for January \$0.00											
<b>Fees Exempt AB181 To Date:</b>								<b>12,599.72</b>			
<b>Fees Paid AB181 To Date:</b>								<b>374,642.36</b>			
<b>Fees Paid SB50 To Date:</b>								<b>-</b>			
<b>FEBRUARY 2019 ~</b>											
<b>RESIDENTIAL</b>											
02/20/19	Martin Escobar	1500 Riatio Street	5810	183-0-324-165	436	Addition	1,770.16				
02/25/19	Gerardo Gutierrez	2318 Arcadian Shores Trail	6000	179-0-211-105	77	Addition	312.62				
								<b>2,082.78</b>	<b>0.00</b>	<b>0.00</b>	
<b>Sub-Total February 2019</b>								<b>\$2,082.78</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For February 2,082.78											
Fees Paid AB181 For February -											
Fees Paid SB50 For February -											
Fifth & Patterson Paid for February \$0.00											
<b>Fees Exempt AB181 To Date:</b>								<b>14,682.50</b>			
<b>Fees Paid AB181 To Date:</b>								<b>374,642.36</b>			
<b>Fees Paid SB50 To Date:</b>								<b>-</b>			

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT	NOTES
<b>MARCH 2019 -</b>											
<b>RESIDENTIAL</b>											
03/04/19	Central Coast Engineering	1804 Brookside Avenue	5850	183-0-404-055	403	Addition	1,836.18				
03/07/19	Veronica Magana	1610 Dunsmuir Street	5840	183-0-381-020	250	Addition	1,015.00				
03/19/19	Melvin Swan	113 E. Cedar Street	2830	204-0-074-480	600	New		2,436.00			
03/19/19	Ricardo Avila	319 Magnolia	3230	200-0-323-100	70	Addition	284.20				
03/21/19	Ravello River Ridge 152, LLC	The Gallery - Phase 3 (Range Rd., O'Hearn, Putter Pl.)	5150	lots 68-72, 75-77	73,336	New		297,744.16			
<b>Sub-Total March 2019</b>								<b>2,935.38</b>	<b>300,180.16</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March 2,935.38											
Fees Paid AB181 For March 300,180.16											
Fees Paid SB50 For March -											
Fifth & Patterson Paid for March \$0.00											
<b>Fees Exempt AB181 To Date: 17,617.88</b>											
<b>Fees Paid AB181 To Date: 674,822.52</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>April 2019 -</b>											
<b>RESIDENTIAL</b>											
04/09/19	EN Builders	411 Julian Street	1635	216-0-723-055	343	Addition	1,402.87				
04/24/19	Daniel Lopez	1023 Pinata Drive	2000	215-0-132-075	961	Addition		3,930.49			
04/29/19	Sterling Builders Group	2531 Miramar Place	5740	186-0-021-150	356	Addition	1,456.04				
04/29/19	Teresa Martinez	160 E. Birch	2820	202-0-074-080	499	Addition	2,040.91				
<b>Sub-Total April 2019</b>								<b>4,899.82</b>	<b>3,930.49</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For April 4,899.82											
Fees Paid AB181 For April 3,930.49											
Fees Paid SB50 For April -											
Fifth & Patterson Paid for May 0.00											
<b>Fees Exempt AB181 To Date: 22,517.70</b>											
<b>Fees Paid AB181 To Date: 678,753.01</b>											
<b>Fees Paid SB50 To Date: -</b>											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/M/T	NOTES
<b>MAY 2019--</b>											
<b>RESIDENTIAL</b>											
05/06/19	Virgilio Mireles	5330 Beachcomber Street	8715	191-0-054-075	998	Addition		4,081.82			
05/07/19	Cuahtemoc Michel	1142 W. Hemlock Street	4350	203-0-242-055	922	Addition		3,770.98			
05/09/19	Johnny Rhee	4941 Catamaran Street	7660	196-0-022-075	641	Addition		2,621.69			
05/13/19	Ben Di Benedetto	961 Mandalay Beach Road	8720	191-0-051-155	261	Addition	1,067.49				
05/13/19	Arlesier Boykin	1960 Lindbergh Drive	1920	220-0--263-015	310	Addition	1,267.90				
05/13/19	Coastal Construction	115 South I Street	4160	202-0-022-130	792	Addition		3,239.28			
<b>Sub-Total May 2019</b>								<b>13,713.77</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For May 2,335.39 Fees Paid AB181 For May 13,713.77 Fees Paid SB50 For May 0 Fifth & Patterson Paid for May 0 Fees Exempt AB181 To Date: 24,853.09 Fees Paid AB181 To Date: 692,466.78 Fees Paid SB50 To Date: - Fifth & Patterson Paid To Date -											
<b>JUNE 2019--</b>											
<b>RESIDENTIAL</b>											
06/04/19	Humberto Aguirre	1015 Ontario Street	5620	183-0-184-075	806	Addition		3,296.54			
06/10/19	Mania Cervantes	247 Magnolia Avenue	3230	N ADD Town of Oxnard	614	Addition		2,511.26			
06/10/19	Holmes Parslow/Rick Moraga	5246 Sandpiper Way	8720	191-0-055-145	2,872	New		11,746.48			
06/20/19	Jose Reveles	2212 Arcadia Street	2940	204-0-161-070	211	Addition	862.99				
06/21/19	New Trinity Comm. Church	1800 Camino Del Sol	1630	216-0-061--115	7,498	New					per G. C. 65995(d) religious organizations/purposes exemption
<b>Sub-Total June 2019</b>								<b>17,554.28</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For June 862.99 Fees Paid AB181 For June 17,554.28 Fees Paid SB50 For June - Fifth & Patterson Paid for June - Grand Totals 25,716.08 Fees Exempt AB181 To Date: 710,021.06 Fees Paid AB181 To Date: 35,372.52 Fees Paid SB50 To Date: 674,648.54 Fifth & Patterson Paid To Date: 710,021.06											
<b>Grand Total All</b>								<b>735,737.13</b>			
<b>REFUNDS/SETTLEMENTS/OTHER (MISC.)</b>											
										9/17/18: 332 North K Street: Setback Change per City (original date 6/1/18) (129.92)	
<b>Total Misc.</b>											<b>150,000.00</b>
<b>2018-2019 ADJUSTED TOTAL RECEIVED</b>											<b>\$ 859,891.14</b>
											4/2/19: D. R. Horton Settlement payment rec'd.



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT	NOTES
<b>JULY 2017~</b>											
RESIDENTIAL 07/17/17	Oganes Karapetian	2250 Greencastle Lane	7920	188-0-063-035	3197	New		11,860.87			
COMMERCIAL 07/31/17	Bogart Construction	ALDI-Market-1710 E. Gonzales Rd.	2000	215-0-290-025	1,522	New		563.14			
<b>Sub Total July 2017</b>								<b>0.00</b>	<b>12,424.01</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For July -											
Fees Paid AB181 For July 12,424.01											
Fees Paid SB50 For July -											
Fees Exempt AB181 To Date: -											
Fees Paid AB181 To Date: 12,424.01											
Fees Paid SB50 To Date: -											
<b>AUGUST 2017~</b>											
RESIDENTIAL 08/07/17	Cesar Cruz	2420 Peninsula Road	7910	188-0-033-035	160	Addition	593.60				
08/16/17	Rick Moraga	5323 Beachcomber Street	8715	191-0-053-095	3	New/Addl.		11.13			
08/23/17	Nicolas Hernandez	1901 S. Victoria Ave., #217	6770	188-0-350-285	230	Addition	853.30				
08/23/17	Benita Ramirez	1239 South L Street	4305	203-0-022-450	248	Addition	920.08				
<b>Sub-Total August 2017</b>								<b>\$2,378.11</b>	<b>11.13</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August 2,366.98											
Fees Paid AB181 For August 11.13											
Fees Paid SB50 For August -											
Fees Exempt AB181 To Date: 2,366.98											
Fees Paid AB181 To Date: 12,435.14											
Fees Paid SB50 To Date: -											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT	NOTES
<b>SEPTEMBER 2017 ~</b>											
<b>RESIDENTIAL</b>											
09/11/17	James H. Davis	4141 Romany Drive	7920	188-0-045-255	212	New/Addl	786.52				
09/11/17	Nancy Chase	5107 Corbina Way	8765	191-0-133-115	688	New/Addl.		2,552.48			
09/21/17	Martha Jaime	2006 South K Street	4350	203-0-243-115	631	New/Addl.		2,341.01			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	62,845	New		233,154.95			
09/11/17	Bergman KPRS, LLC	1291 S. Victoria Ave. (Seabridge)	6660	188-0-250-285	4,857	New		1,797.09			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	2,494	New		922.78			
<b>Sub-Total September 2017</b>								<b>786.52</b>	<b>240,768.31</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For September 786.52											
Fees Paid AB181 For September 240,768.31											
Fees Paid SB50 For September -											
<b>Fees Exempt AB181 To Date: 3,153.50</b>											
<b>Fees Paid AB181 To Date: 253,203.45</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>OCTOBER 2017 ~</b>											
<b>RESIDENTIAL</b>											
10/06/17	Habitat for Humanity of Vta. Co.,	109 N. Hayes Ave.	2645	201-0-112-330	868	New					one check
10/06/17	Habitat for Humanity of Vta. Co.,	111 N. Hayes Ave.	2645	201-0-112-100	1,154	New					written from
10/06/17	Habitat for Humanity of Vta. Co.,	113 N. Hayes Ave.	2645	201-0-112-110	868	New					Habitat for
10/06/17	Habitat for Humanity of Vta. Co.,	115 N. Hayes Ave.	2645	201-0-112-090	868	New					total
10/06/17	Habitat for Humanity of Vta. Co.,	117 N. Hayes Ave.	2645	201-0-112-080	1,154	New					\$22,504.86
10/06/17	Habitat for Humanity of Vta. Co.,	119 N. Hayes Ave.	2645	201-0-112-320	1,154	New					22,504.86
10/12/17	Dawn Durazo	2351 Martinique	8800	191-0-390-445	58	Addition	215.18				
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts -Oxnard Blvd.	2800	204-0-020-050	128,770	New					487,736.70
10/19/17	Charles Stevens	1021 Mandalay Beach Road	8725	191-0-051-465	4,000	New					14,840.00
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts -Oxnard Blvd.	2800	204-0-020-050	6,654	New					2,461.98
<b>Sub Total October 2017</b>								<b>215.18</b>	<b>527,543.54</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For October 215.18											
Fees Paid AB181 For October 527,543.54											
Fees Paid SB50 For October 0.00											
Fees Exempt AB181 To Date: 3,368.68											
Fees Paid AB181 To Date: 780,746.99											
Fees Paid SB50 To Date: -											

\*refunded \$10,000.00

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT	NOTES	
<b>NOVEMBER 2017 ~</b>												
<b>RESIDENTIAL</b>												
11/02/17	Roberto Ortega	254 E. Cedar St.	2830	204-0-081-330	338	Addition	1,253.98	465,234.00				
11/07/17	Oxnard Pacific Associates II, LP	Gateway Station Apts -Oxnard Blvd.	2800	204-0-020-050	125,400	New						
11/15/17	Mania Prado	2000 W. Hemlock St.	5940	189-0-041-045	180	Addition	667.80					
11/15/17	Noe Castro	944 King Street	3520	202-0-165-250	40	Addition	148.40					
11/15/17	Chris Fink	2154 Patricia St.	5230	179-0-085-160	436	Addition	1,617.56					
<b>COMMERCIAL</b>												
11/07/17	Deardorff Farms	400 N. Lombard St.	1620	216-0-203-265	988	New/Addition		365.56				
								<b>3,687.74</b>	<b>465,599.56</b>	<b>0.00</b>	<b>0.00</b>	
<b>Sub-Total November 2017</b>												
<b>NECSP</b>												
								3,687.74				
								465,599.56				
								0.00				
								<b>7,056.42</b>				
								<b>1,246,346.55</b>				
<b>Fees Exempt AB181 To Date:</b>												
<b>Fees Paid AB181 To Date:</b>												
<b>Fees Paid SB 50 To Date</b>												
<b>DECEMBER 2017~</b>												
<b>RESIDENTIAL</b>												
12/12/17	701 Mandalay Properties LLC	701 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20				
12/12/17	701 Mandalay Properties LLC	703 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20				
12/07/17	Signature Coast Const. Group	4000 Nice Court	7910	188-0-036-085	3,065	New		11,371.15				
12/21/17	Signature Coast Const. Group	4010 Nice Court	7910	188-0-036-095	3,146	New		11,671.46				
12/21/17	Ramiro Arroyo	1171 W. Guava Street	4340	203-0-201-255	452	Addition	1,676.92					
								<b>1,676.92</b>	<b>52,871.01</b>	<b>0.00</b>	<b>0.00</b>	
<b>Sub-Total December 2017</b>												
<b>COMMERCIAL</b>												
								1,676.92				
								52,871.01				
								\$0.00				
								<b>8,733.34</b>				
								<b>1,299,217.56</b>				
<b>Fees Exempt AB181 To Date:</b>												
<b>Fees Paid AB181 To Date:</b>												
<b>Fees Paid SB50 To Date:</b>												

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/M/T	NOTES
<b>JANUARY 2018 ~</b>											
<b>RESIDENTIAL</b>											
01/10/18	Gabriela Hernandez	1312 Palm Drive	4150	200-0-265-110	189	Addition	701.19				
01/16/18	Alejandro Luna	2125 Olga Street	5220	179-0-091-015	290	Addition	1,075.90				
01/18/18	Jade Alvarez	2010 Arlene Avenue	5250	179-0-113-085	303	Addition	1,124.13				
<b>COMMERCIAL</b>											
								<b>2,901.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Sub-Total January 2018</b>											
Fees Exempt AB181 For January 2,901.22											
Fees Paid AB181 For January -											
Fees Paid SB50 For January -											
Fifth & Patterson Paid for January \$0.00											
<b>Fees Exempt AB181 To Date: 11,634.56</b>											
<b>Fees Paid AB181 To Date: 1,299,217.56</b>											
<b>Fees Paid SB50 To Date: -</b>											
<b>FEBRUARY 2018 ~</b>											
<b>RESIDENTIAL</b>											
02/05/18	Jose Luis C. Martinez	2111 Montrose Street	2970	204-0-133-030	1,225	Addition		4,544.75			
02/05/18	Mandalay Beach LLC	5223 Breakwater Way	8730	191-0-085-195	3074	New		11,404.54			
02/26/18	Jesus (Julie) Reyes	1955 O'Neill Place	1955	220-0-077-115	532	Addition		1,973.72			
02/28/18	Ralph Casillas, Jr.	5145 Seabreeze Way	8720	191-0-064-295	3029	New		11,237.59			
<b>COMMERCIAL</b>											
								<b>0.00</b>	<b>29,160.60</b>	<b>0.00</b>	<b>0.00</b>
<b>Sub-Total February 2018</b>											
Fees Exempt AB181 For February -											
Fees Paid AB181 For February 29,160.60											
Fees Paid SB50 For February -											
Fifth & Patterson Paid for February \$0.00											
<b>Fees Exempt AB181 To Date: 11,634.56</b>											
<b>Fees Paid AB181 To Date: 1,328,378.16</b>											
<b>Fees Paid SB50 To Date: -</b>											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2017-18

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
<b>MARCH 2018 ~</b>											
<b>RESIDENTIAL</b>											
03/15/18	Margarita Oliva	449 W. Birch Street	3635	203-0-112-170	498	Addition	1,847.58				
03/22/18	Rosalva Camarena	1711 Firethorne Place	5330	181-0-043-145	600	Addition		2,226.00			
<b>COMMERCIAL</b>											
<b>Sub-Total March 2018</b>											
							<b>1,847.58</b>	<b>2,226.00</b>	<b>0.00</b>	<b>0.00</b>	
							1,847.58				
							2,226.00				
							-				
							\$0.00				
							<b>13,482.14</b>				
							<b>1,330,604.16</b>				
							-				
<b>APRIL 2018 ~</b>											
<b>RESIDENTIAL</b>											
04/12/18	Allen Reznick	5304 Seabreeze Way	8720	191-0-056-095	56	Addition	207.76				
04/18/18	Jesus Chavez	687 Douglas Avenue	3240	200-0-231-180	633	Addition		2,348.43			
04/30/18	Maria Sarmiento	1901 S. Victoria Ave., Unit 218	6770	188-0-350-275	272	Addition	1,104.32				
<b>COMMERCIAL</b>											
<b>Sub-Total April 2018</b>											
							<b>1,312.08</b>	<b>2,348.43</b>	<b>0.00</b>	<b>0.00</b>	
							1,312.08				
							2,348.43				
							-				
							0.00				
							<b>14,794.22</b>				
							<b>1,332,952.59</b>				
							-				



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/M/T	NOTES
July 2016~											
RESIDENTIAL											
07/14/16	Swift, Richard	1810 Jeanette Drive	5320	181-0-013-055	24	Addition	87.36				
COMMERCIAL											
<b>Sub Total July 2016</b>							<b>87.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For July							87.36				
Fees Paid AB181 For July							-				
Fees Paid SB50 For July							-				
Fees Exempt AB181 To Date:							<b>87.36</b>				
Fees Paid AB181 To Date:							-				
Fees Paid SB50 To Date:							-				
August 2016~											
RESIDENTIAL											
08/05/16	Gifford, Virginia	5200 Whitecap Street	8725	191-0-073-055	2059	New		7,494.76			
08/10/16	Weilbacher, Gregory	4921 Island View Street	8765	191-0-123-145	938	Addition		3,414.32			
08/31/16	Hendrix, Steve	5316 Outrigger Way	8730	191-0-085-055	3714	New		13,518.96			
COMMERCIAL											
<b>Sub Total August 2016</b>							<b>0.00</b>	<b>24,428.04</b>	<b>0.00</b>	<b>0.00</b>	
Fees Exempt AB181 For August							-				
Fees Paid AB181 For August							24,428.04				
Fees Paid SB50 For August							-				
Fees Exempt AB181 To Date:							<b>87.36</b>				
Fees Paid AB181 To Date:							-				
Fees Paid SB50 To Date:							-				

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**SEPTEMBER 2016 -**

**RESIDENTIAL**

09/01/16	Arias, John	2037 Spyglass Trl East	5250	179-0-114-085	486	Addition	1,769.04		
09/19/16	Aldersgate Investment, LLC	300 9th Street/Senior Citizen Housing	3500	202-0-191-375	97,826	New	36,195.62		
09/20/16	Navarro, Ana	220 Julian Street	1640	216-0-135-145	310	Addition	1,128.40		
09/20/16	Gonzales, Luciano	1302 W. Birch Street	4320	203-0-092-300	211	Addition	768.04		
09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	2,403	New*	14,845.47	*refunded \$6,098.55	
09/28/16	TRI Pointe Homes	Islander Walk, Anchor Ave, Yacht Pl	87656880	187-0-060-115	24,901	New	90,639.64		
09/28/16	TRI Pointe Homes	Islander Walk, Anchor Ave, Yacht Pl	87656880	187-0-060-115	24,619	New	89,613.16		
09/30/16	Seng, Sam	225 E. Channel Islands	2990	204-0-222-315	141	Addition	513.24		
09/30/16	Ruiz, Alejandra	1448 Fir Avenue	4330	203-0-191-015	230	Addition	837.20		
09/30/16	Maggallon, Margarito	146 S. H Street	3270	202-0-030-470	494	Addition	1,798.16		
09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	1,865	New*	650.05		
<b>Sub-Total September 2016</b>							<b>6,814.08</b>	<b>231,983.94</b>	<b>0.00</b>

Fees Exempt AB181 For September 6,814.08  
Fees Paid AB181 For September 231,983.94  
Fees Paid SB50 For September -

Fees Exempt AB181 To Date: 6,901.44  
Fees Paid AB181 To Date: 256,411.98  
Fees Paid SB50 To Date: -

**OCTOBER 2016~**

**RESIDENTIAL**

10/05/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	530	Addition	1,929.20		
10/11/16	Mireles, Raymond	4930 Amalfi	8770	191-0-162-075	3,081	New	11,214.84		
10/11/16	Rodnick, Oscar	4833 Oceanaire Street	8770	191-0-163-145	82	Addition	298.48		
10/11/16	Real, Alicia	145 N. K Street	4160	202-0-235-055	453	Addition	1,648.92		
10/21/16	Rodriguez, Teresa	431 Julian Street	1635	216-0-123-035	84	Addition	305.76		
10/7/2016	Alisam Oxnard, LLC	1401 W. Gonzales Road	4080	139-0-080-255	12,312	New	4,555.44		
<b>Sub Total October 2016</b>							<b>2,253.16</b>	<b>17,699.48</b>	<b>0.00</b>

Fees Exempt AB181 For October 2,253.16  
Fees Paid AB181 For October 17,699.48  
Fees Paid SB50 For October -

Fees Exempt AB181 To Date: 9,154.60  
Fees Paid AB181 To Date: 274,111.46  
Fees Paid SB50 To Date: -



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**NOVEMBER 2016 ~**

**RESIDENTIAL**

11/01/16	Nisavsarn, Michael	4740 San Sebastian Dr.	8800	191-0-460-115	9	Addition	32.76
11/01/16	YVB Constructra	2030 Geneva Way	5830	183-0-365-155	200	Addition	728.00
11/01/16	Alatorre, Laura	321 Roderick	3200	200-0-242-090	305	Addition	1,110.20
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	1,912	New	6,959.68
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	143,602	New	522,711.28
11/28/16	Torres, Eduardo	414 Harrison Ave.	2642	201-0-052-170	413	Addition	3,006.64
11/28/16	Watson, Billy	1341 Lawrence Way	5740	183-0-301-125	26	Addition	189.28
11/28/16	Moraga, Rick	1710 Helm Drive	6700	187-0-173-045	56	Addition	407.68

**COMMERCIAL**

**Sub-Total November 2016**      **\$535,145.52**      **528,185.84**      **6,959.68**      **0.00**      **0.00**

**NECSP**

Fees Exempt AB181 For November	528,185.84
Fees Paid AB181 For November	6,959.68
Fees Paid SB50 For November	-
Fees Exempt AB181 To Date:	537,340.44
Fees Paid AB181 To Date:	281,071.14
Fees Paid SB 50 To Date:	-
Fifth & Patterson Paid to Date	-

**DECEMBER 2016~**

**RESIDENTIAL**

12/12/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	78	Addition	567.84
12/22/16	Graf, Phillip	444 S. F Street	3350	202-0-075-090	499	Addition	3,632.72

**COMMERCIAL**

**Sub-Total December 2016**      **\$4,200.56**      **3,632.72**      **567.84**      **0.00**      **0.00**

Fees Exempt AB181 For December	3,632.72
Fees Paid AB181 For December	567.84
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	-

Fees Exempt AB181 To Date:	540,973.16
Fees Paid AB181 To Date:	281,638.98
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid to Date	-

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

**JANUARY 2017~**

**RESIDENTIAL**

01/11/17	Bass, William	4960 Dolphin Way	8760	191-0-115-135	340	2,475.20	9,609.60	refunded \$4,914.00
01/12/17	Lubisch	4951 Coral Way	8745	191-0-112-315	1,320		9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	161 N. Garfield Ave.	2630	201-0-123-020	1,350		9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	165 N. Garfield Ave.	2630	201-0-123-020	1,350		9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	164 N. Grant Ave.	2630	201-0-123-020	1,350		9,828.00	refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	168 N. Grant Ave.	2630	201-0-123-020	1,350		9,828.00	refunded \$4,914.00
1/12/2017	Anderson Construction	800 N. Del Norte Blvd.		216-0-212-115	993		367.41	

**Sub-Total January 2017** **\$51,764.21** **2,475.20** **49,289.01** **0.00** **0.00**

Fees Exempt AB181 For January 2,475.20  
 Fees Paid AB181 For January 49,289.01  
 Fees Paid SB50 For January -  
 Fifth & Patterson Paid for January -

Fees Exempt AB181 To Date: **543,448.36**  
 Fees Paid AB181 To Date: **330,927.99**  
 Fees Paid SB50 To Date: -  
 Fifth & Patterson Paid to Date: -

**FEBRUARY 2017 ~**

**RESIDENTIAL**

02/06/17	Moraga, Rick	1710 Heim Dr.	6700	187-0-173-045	56	203.84	29,342.04	
02/06/17	Kucifery, Anne	2131 Kingsbridge Way	5424	188-0-088-125	182	662.48	36,119.72	
02/06/17	Renovation Builders-McGill	2501 Miramar Place	5740	186-0-021-120	499	1,816.36	1,729.00	
02/07/17	Rodarte, Gloria	1640 McLoughlin Ave.	5840	183-0-371-055	287	1,044.68		
02/07/17	Mr. & Mrs. Tipton	2227 Vista del Mar	8800	191-0-400-205	81	294.84		
02/07/17	Graf, Phillip	444 South E Street	3350	202-0-075-090	499	1,816.36		
02/14/17	TRI Pointe Homes	1971 Anchor Ave, 5 units	6880	187-0-230-015	8061			
02/14/17	TRI Pointe Homes	3761 W. Hemlock, 4 units	6770	187-0-230-015	9923			
02/16/17	Ramirez Cardenas, Maria	961 W. Kamala Street	4400	205-0-301-125	475		3,199.56	
02/24/17	Murillo, Alejandro	156 W. Fir Avenue	3670	203-0-222-150	879		344,622.92	
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-170	99602		17,928.36	
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-180				

**Sub-Total February 2017** **\$438,780.16** **7,567.56** **431,212.60** **0.00** **0.00**

Fees Exempt AB181 For February 7,567.56  
 Fees Paid AB181 For February 431,212.60  
 Fees Paid SB50 For February -  
 Fifth & Patterson Paid for February -

Fees Exempt AB181 To Date: **551,015.92**  
 Fees Paid AB181 To Date: **762,140.59**  
 Fees Paid SB50 To Date: -  
 Fifth & Patterson Paid to Date: -

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

MARCH 2017~									
<b>RESIDENTIAL</b>									
03/07/17	Vreeke, Lori	20161 Greencastle Way	7920	188-0-055-085	3,383	New		12,314.12	
03/10/17	Garcia, Benjamin	316 & 318 S. "D" Street	3320	202-0-083-140	2,956	New		10,759.84	
03/23/17	TRI Pointe Homes	Islander Walk, Victoria Ave.	6770	187-0-230-015	20,921	New		76,152.44	
03/23/17	Dexter, Glenn	1440 Decksider Ct.	6640	187-0-025-435	92	Addition	334.88		
03/23/17	Laburu, Chris	1290 W. Cedar St.	4320	203-0-142-240	468	Addition	1,703.52		
03/30/17	Tovar, Javier	2701 Daifodil Ct.	5445	181-0-144-225	675	Addition		2,457.00	
03/30/17	Raulinaitis, Sig	2010 Jamestown Way	7930	188-0-053-035	229	Addition	833.56		
<b>COMMERCIAL</b>									
<b>Sub-Total March 2017</b>									
					<b>2,871.96</b>			<b>101,683.40</b>	<b>0.00</b>
Fees Exempt AB181 For March									
Fees Paid AB181 For March									
Fees Paid SB50 For March									
Fifth & Patterson Paid for March									
Fees Exempt AB181 To Date:									
Fees Paid AB181 To Date:									
Fees Paid SB50 To Date:									
Fifth & Patterson Paid to Date									
<b>April 2017 ~</b>									
<b>RESIDENTIAL</b>									
04/10/17	Kahn, Tim	2231 Laurel Valley Place	5240	179-0-161-035	373	Addition		1,383.83	rec'd 7/14/17 via email
04/20/17	Torres, Olga Patricia	2710 Geronimo Drive	1945	220-0-084-175	323	Addition		1,198.33	rec'd 7/14/17 via email
04/19/17	Lopez, Daniel	312 E. Iris Street	2970	204-0-142-030	253	Addition		938.63	rec'd 7/14/17 via email
<b>COMMERCIAL</b>									
<b>Sub-Total April 2017</b>									
					<b>3,520.79</b>			<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For April									
Fees Paid AB181 For April									
Fees Paid SB50 For April									
Fees Exempt AB181 To Date:									
Fees Paid AB181 To Date:									
Fees Paid SB50 To Date:									
Fifth & Patterson Paid to Date									

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2016-17

<b>MAY 2017~</b>									
<b>RESIDENTIAL</b>									
5/2/2017	Chun, Duk	5118 Whitecap Street	8725	191-0-073-135	34	Addition	126	14	
5/25/2017	Lupe Ramirez	2231 Byrd Drive	1965	220-0-241-255	396	Addition	1,469	16	
<b>COMMERCIAL</b>									
5/15/2017	Benjamin Lewon	2040 Eastman Ave.	2110	216-0-193-185	25,351	New			9,379.87
<b>Sub-Total May 2017</b>							<b>1,595.30</b>	<b>0.00</b>	<b>9,379.87</b>

Fees Exempt AB181 For May	1,595.30
Fees Paid AB181 For May	9,379.87
Fees Paid SB50 For May	-
Fifth & Patterson Paid for May	-
<b>Fees Exempt AB181 To Date:</b>	<b>559,003.97</b>
<b>Fees Paid AB181 To Date:</b>	<b>873,203.86</b>
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

<b>JUNE 2017~</b>									
<b>RESIDENTIAL</b>									
06/14/17	TRI Pointe Homes, Inc.	3763 Islander Walk/Jellyfish Lane	87656880	187-0-237-145	12,489	New			46,334.19
06/14/17	TRI Pointe Homes, Inc.	3741 Islander Walk/Jellyfish Lane	87656880	187-0-237-025	12,489	New			46,334.19
06/27/17	Central Coast Eng./Ralph Casi	5323 Beachcomber Street	87115	191-0-053-095	2,441	New			9,056.11
<b>COMMERCIAL</b>									
06/27/17	Ricardo Suarez/Oralia's Baken	942 W. Wooley Road	3560	203-0-042-220	1,676	Addition			620.12
<b>Sub-Total June 2017</b>							<b>0.00</b>	<b>0.00</b>	<b>102,344.61</b>

Fees Exempt AB181 For June	-
Fees Paid AB181 For June	102,344.61
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-
<b>Grand Totals</b>	
<b>Fees Exempt AB181 To Date:</b>	<b>559,003.97</b>
<b>Fees Paid AB181 To Date:</b>	<b>975,548.47</b>
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

<b>Grand Total All</b>	<b>\$</b>	<b>1,534,552.44</b>
<b>REFUNDS</b>		
10/04/17	Port 121 LLC	ck #5007059252; refund 1865 @ 3.64; commercial not residential
03/01/17	Casillas, Henry-HCO Holdings	ck #5007062036; refund 4 projects ea 1350 @ 3.64; billed @ 7.28
<b>Total Refunds</b>		(6,098.55)
		(19,656.00)
		<b>(25,754.55)</b>
<b>2016-2017 ADJUSTED TOTAL RECEIVED</b>	<b>\$</b>	<b>949,793.92</b>

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT
<b>July 2015~</b>										
<b>RESIDENTIAL</b>										
07/01/15	Vigil, Saul	262 E. Cedar Street	2830	204-0-081-340	499	Addition	1,526.94			
07/08/15	Chappell, Dylan	2221 S. Victoria Ave.	7900	188-0-013-255	144	Addition	440.64			
07/14/15	Becker, John	4430 Meridian Ave.	7940	188-0-081-045	42	Addition	128.52			
07/30/15	Covarrubias, Faustino	920 Juneberry	4000	139-374-185	50	Addition	153.00			
<b>COMMERCIAL</b>										
<b>Sub Total July 2015</b>								<b>2,249.10</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For July										
Fees Paid AB181 For July										
Fees Paid SB50 For July										
<b>Fees Exempt AB181 To Date:</b>								<b>2,249.10</b>		
<b>Fees Paid AB181 To Date:</b>										
<b>Fees Paid SB50 To Date:</b>										
<b>August 2015~</b>										
<b>RESIDENTIAL</b>										
08/10/15	Nunn, Dolores	5420 Driftwood Street	8705	191-0-043-085	140	Addition	428.40			
08/10/15	Vega, Pedro	1814 La Puerta Avenue	1680	216-0-173-035	127	Addition	388.62			
08/20/15	Hernandez, John & Teresa	324 E. Juniper Street	2970	204-0-151-030	266	Addition	813.96			
08/27/15	Adams, Douglas	4445 Gateshead Bay	7875	061-188-100-295	145	Addition	443.70			
<b>COMMERCIAL</b>										
08/21/15	HIMAH Van Nuys Center, LLC	1551 Pacific Avenue	2200	220-0-301-285	27760	New		9,882.56		
<b>Sub-Total August 2015</b>								<b>2,074.68</b>	<b>9,882.56</b>	<b>0.00</b>
Fees Exempt AB181 For August										
Fees Paid AB181 For August										
Fees Paid SB50 For August										
<b>Fees Exempt AB181 To Date:</b>								<b>4,323.78</b>		
<b>Fees Paid AB181 To Date:</b>								<b>9,882.56</b>		
<b>Fees Paid SB50 To Date:</b>										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

<b>SEPTEMBER 2015 ~</b>										
<b>RESIDENTIAL</b>										
09/03/15	Allen, Adel	4855 Oceanaire Street	8770	191-0-163-105	125	Addition		382.50		
09/14/15	Showers, Casey	2354 Vina del Mar	8800	15-3111	150	Addition		459.00		
09/16/15	Ramirez, Oscar A.	2140 Ravoli Dr.	7910	188-0-043-125	120	Addition		367.20		
09/29/15	City of Oxnard	201 Impenal Street	1635	216-0-137-015	410	Addition		145.96		
<b>COMMERCIAL</b>										
<b>Sub-Total September 2015</b>							<b>1,354.66</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For September										
Fees Paid AB181 For September										
Fees Paid SB50 For September										
Fees Exempt AB181 To Date:										
Fees Paid AB181 To Date:										
Fees Paid SB50 To Date:										
<b>OCTOBER 2015~</b>										
<b>RESIDENTIAL</b>										
10/21/15	Raygoza, Ignacio	125 Ash Street	2820	204-071-180	414	Addition		1,266.84		
10/30/15	TRI Pointe Homes	1840 S. Victoria Ave.	6770	110-116	12,489	New		38,216.34		
<b>COMMERCIAL</b>										
<b>Sub-Total October 2015</b>							<b>\$39,483.18</b>	<b>1,266.84</b>	<b>38,216.34</b>	<b>0.00</b>
Fees Exempt AB181 For October										
Fees Paid AB181 For October										
Fees Paid SB50 For October										
Fees Exempt AB181 To Date:										
Fees Paid AB181 To Date:										
Fees Paid SB50 To Date:										

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**NOVEMBER 2015 ~**

**RESIDENTIAL**

11/12/15	Robert Zeilon	5209 Whitecap	8725	191-0-072-035	3,260	New	9,975.60
11/16/15	Guzman, Ramon	306 E. Date Street	2830	204-0-092-020	499	Addition	1,526.94
11/17/15	Watson, Billy & Janice	1341 Lawrence Way	5740	183-0-301-125	300	Addition	918.00
11/17/15	Eubanks, Maria	1400 Faithorn Dr.	6640	187-0-024-065	253	Addition	774.18
11/20/15	Hill, Brian	5221 Seabreeze Way	8720	191-064-345	158	Addition	483.48

**COMMERCIAL**

**Sub-Total November 2015** **\$13,678.20** **3,702.60** **9,975.60** **0.00** **0.00**

**NECSP**

Fees Exempt AB181 For November 3,702.60  
 Fees Paid AB181 For November 9,975.60  
 Fees Paid SB50 For November 0.00

Fees Exempt AB181 To Date: **10,647.88**  
 Fees Paid AB181 To Date: **58,074.50**  
 Fees Paid SB 50 To Date: -  
 Fifth & Patterson Paid to Date: -

**DECEMBER 2015~**

**RESIDENTIAL**

12/01/15	Escobar, Juan	1214 Poplar Street	4450	205-0-195-105	496	Addition	1,517.76
12/02/15	Oxnard Shores Company LLC	5540 W. 5th St.(2 new mobile homes)	8700	191-0-021-035	5,768	New	17,650.08
12/10/15	Miramontes, Donaciano	1198 South J Street	3560	203-031-360	938	Addition	2,870.28
12/17/15	Garcia, Mary Jane	935 Mandalay Beach Road	8720	191-0-051-100	1,311	New	4,011.66
12/23/15	Voss, Dan	4490 Eastbourne Bay	7870	188-0-110-435	4,524	New	13,843.44

**COMMERCIAL**

**Sub-Total December 2015** **\$39,893.22** **1,517.76** **38,375.46** **0.00** **0.00**

Fees Exempt AB181 For December 1,517.76  
 Fees Paid AB181 For December 38,375.46  
 Fees Paid SB50 For December -  
 Fifth & Patterson Paid for December \$0.00

Fees Exempt AB181 To Date: **12,165.64**  
 Fees Paid AB181 To Date: **96,449.96**  
 Fees Paid SB50 To Date: -  
 Fifth & Patterson Paid to Date: -

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

**JANUARY 2016--**

**RESIDENTIAL**

01/12/16	Wazana, Yoel	1586 Viewpoint Dr.	7765	188-0-192-205	121	Addition	370.26
01/21/16	Life Cycle Properties, Inc.	238 Douglas Ave.	3200	200-244-220	213	Addition	651.78

**COMMERCIAL**

<b>Sub-Total January 2016</b>	<b>\$1,022.04</b>						<b>1,022.04</b>	<b>0.00</b>	<b>0.00</b>
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Fees Exempt AB181 For January

Fees Paid AB181 For January

Fees Paid SB50 For January

Fifth & Patterson Paid for January

**Fees Exempt AB181 To Date:**

**Fees Paid AB181 To Date:**

**Fees Paid SB50 To Date:**

**FEBRUARY 2016 ~**

**RESIDENTIAL**

02/02/16	Tonin, Bruno	4531 Lyme Bay	7930	188-0-086-045	446	Addition	1,364.76
02/02/16	TRI Pointe Homes, Inc.	3651,3661,3671,3681W, Hemlock & 1	6750	187-0-060-095	9923	New	30,364.38
02/02/16	TRI Pointe Homes, Inc.	3601,3611,3621&3631W, Hemlock	6750	187-0-060-095	8061	New	24,666.66
02/03/16	Vincent, Robert	2140 Cold Stream Ct.	5250	179-0-111-795	846	Addition	2,588.76
02/25/16	Serna, Elisa	131 S. Juanita Avenue	2605	201-0-145-055	65	Addition	198.90
02/25/16	MRB Holdings, LLC	2424 Monaco Drive	7900	188-0-021-325	976	Addition	2,986.56
02/29/16	Sandefur, James	861 Mandalay Beach Road	8715	191-0-041-375	3976	New	12,166.56

**COMMERCIAL**

02/08/16	Canyon Cardiff Oxnard LLC	440 N. Rose Avenue	1675	216-0-061-075	6,818	New	2,427.21
02/11/16	Carl's Jr. Restaurnats LLC	480 N. Rose Avenue	1675	216-0-061-09	3,016	New	1,073.70

<b>Sub-Total February 2016</b>	<b>\$77,837.49</b>						<b>1,563.66</b>	<b>76,273.83</b>	<b>0.00</b>
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Fees Exempt AB181 For February

Fees Paid AB181 For February

Fees Paid SB50 For February

Fifth & Patterson Paid for February

**Fees Exempt AB181 To Date:**

**Fees Paid AB181 To Date:**

**Fees Paid SB50 To Date:**

**Fifth & Patterson Paid to Date**



OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

<b>MARCH 2016~</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>
<b>RESIDENTIAL</b>						
<b>COMMERCIAL</b>						
<b>Sub-Total March 2016</b>	<b>\$0.00</b>					<b>0.00</b>

Fees Exempt AB181 For March -  
 Fees Paid AB181 For March -  
 Fees Paid SB50 For March -  
 Fifth & Patterson Paid for March \$0.00

Fees Exempt AB181 To Date: **14,751.34**  
 Fees Paid AB181 To Date: **172,723.79**  
 Fees Paid SB50 To Date: -  
 Fifth & Patterson Paid to Date **0.00**

**April 2016 ~**

<b>RESIDENTIAL</b>						
04/01/16	West Coast Bldg. Design	7910	188-0-044-205	70	Addition	214.20
04/05/16	TRI Pointe Homes, Inc.	8765	187-0-060-095	14,036	New	42,950.16
04/05/16	TRI Pointe Homes, Inc.	8765	187-0-060-095	9,863	New	30,180.78
04/06/16	Cabrera, Guillermo	4160	202-0-233-335	987	Addition	3,020.22
04/15/16	OG Construction, Garcia, Oscar	5355	181-0-072-185	632	Addition	1,933.92
04/18/16	Central Coast Engineering	8270	191-0-064-105	3,029	New	9,268.74
04/18/16	Central Coast Engineering	8270	191-0-064-035	3,029	New	9,268.74
04/20/16	Garcia, Jose	2645	201-0-114-130	1,208	New	3,696.48

**COMMERCIAL**

<b>Sub-Total April 2016</b>	<b>\$100,533.24</b>	<b>214.20</b>		<b>100,319.04</b>		<b>0.00</b>
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Fees Exempt AB181 For April 214.20  
 Fees Paid AB181 For April 100,319.04  
 Fees Paid SB50 For April -

Fees Exempt AB181 To Date: **14,965.54**  
 Fees Paid AB181 To Date: **273,042.83**  
 Fees Paid SB50 To Date: -

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2015-16

MAY 2016-				3,108.56	0.00	0.00
<b>RESIDENTIAL</b>						
05/17/16	Soto,Jose	1232 W. Juniper Street	4405 203-0-233-175	854 Addition		
<b>Sub-Total May 2016</b>			<b>\$3,108.56</b>	<b>0.00</b>	<b>3,108.56</b>	<b>0.00</b>
Fees Exempt AB181 For May						
Fees Paid AB181 For May					3,108.56	
Fees Paid SB50 For May					0	
Fifth & Patterson Paid for May					0	
<b>Fees Exempt AB181 To Date:</b>						
<b>Fees Paid AB181 To Date:</b>						
<b>Fees Paid SB50 To Date:</b>						
<b>Fifth &amp; Patterson Paid To Date</b>						
<b>JUNE 2016-</b>						
<b>RESIDENTIAL</b>						
06/07/16	Mertz, Richard	2304 Monaco Dr.	7900 188-0-022-055	148 Addition	538.72	
06/07/16	ASR Construction	1303 Mandalay Beach	8745 900-0-022-015	45 Addition	163.80	
06/07/16	ASR Construction	1305 Mandalay Beach	8745 900-0-023-015	45 Addition	163.80	
06/07/16	Ferera, Ashley	2731 Geronimo Dr.	1945 220-0-083-235	408 Addition	1,485.12	
06/13/16	Renteria, Oscar	1305 Lawrence Way	5740 183-0-301-065	336 Addition	1,223.04	
06/14/16	TRIPointe Homes	3701,3703,3705,3707 Islander Walk	187-0-060-115	8,001 New	29,123.64	
06/14/16	TRIPointe Homes	3652 Jellyfish,3657-3669 Islander Walk	187-0-060-115	14,395 New	52,397.80	
06/14/16	TRIPointe Homes	3664 Islander Walk,3651 Hana Ct.,1910-1950 Ant	187-0-060-115	12,429 New	45,241.56	
06/14/16	TRIPointe Homes	3652-3662 Islander Walk	187-0-060-115	12,429 New	45,241.56	
06/14/16	Harding, Bruce-ASPEN Con.	2220 Southern Hill Dr.	5240 179-0-142-035	624 Addition	2,271.36	
06/20/16	Santoyo, Jose	2321 South K Street	4410 205-0-304-075	635 Addition	2,311.40	
06/30/16	Guzman, Jaime	300 North I Street	4150 200-0-284-170	642 Addition	2,336.88	
<b>COMMERCIAL</b>						
06/01/16	Viola, Michael	1601 N. Oxnard Blvd.	3000 200-0-334-075	73 Addition	27.01	
<b>Sub-Total June 2016</b>			<b>\$182,525.69</b>	<b>3,601.49</b>	<b>178,924.20</b>	<b>0.00</b>
<b>ANNUAL RECAP</b>						
Fees Exempt AB181 For June					3,601.49	
Fees Paid AB181 For June					178,924.20	
Fees Paid SB50 For June					0.00	
Fifth & Patterson Paid for June					0.00	
<b>Grand Totals</b>						
<b>Fees Exempt AB181 To Date:</b>						
<b>Fees Paid AB181 To Date:</b>						
<b>Fees Paid SB50 To Date:</b>						
<b>Fifth &amp; Patterson Paid To Date</b>						
<b>Grand Total All</b>			<b>\$</b>	<b>473,642.62</b>		

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT
<b>July 2014-</b>										
<b>RESIDENTIAL</b>										
07/08/14	Nunez, Belen	1025 Inlet Drive	4230	202-0-264-095	416	Addition	1376.96			
07/16/14	Perske, Fredrick	2200 Eastridge Ct.	5240	179-0-141-545	202	Addition	668.62			
07/29/14	Flores, Aron	1800 Arcadia St.	2910	204-0-121-165	428	Addition	1,416.68			
<b>COMMERCIAL</b>										
<b>Sub Total July 2014</b>							<b>3,462.26</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For July 3,462.26										
Fees Paid AB181 For July -										
Fees Paid SB50 For July -										
<b>Fees Exempt AB181 To Date:</b>							<b>3,462.26</b>			
Fees Paid AB181 To Date: -										
Fees Paid SB50 To Date: -										
<b>August 2014-</b>										
<b>RESIDENTIAL</b>										
08/04/14	Ivy Sudjati	8 Carriage Square	3000	200-0-333-095	589	Addition		1,949.59		
08/04/14	Contreras, Maria G.	451 Kohala Street	1635	216-0-121-165	468	Addition	1,549.08			
08/08/14	Theiman, Peggy	631 Hazelwood	3070	200-0-341-025	153	Addition	506.43			
08/11/14	Huff, Annette	1200 Gina Drive	5310	181-0-191-295	3849	New		12,740.19		
08/13/14	Rodriguez, Enrique	406 W. Elm Street	3650	203-0-183-140	407	New	1,347.17			
08/14/14	O'Brien John J.	4450 Meridian Ave	7940	188-0-081-025	60	Addition	198.60			
08/21/14	Hanwood, Mary Ellen	5242 Reef Way	8710	191-0-034-155	395	Addition	1,307.45			
08/22/14	Cano, German	865 Saratoga Street	5615	183-0-171-055	953	Addition		3,154.43		
08/22/14	R. Sanderfer Construction	5221 Reef Way	8710	191-033-395	3253	New		10,767.43		
08/22/14	R. Sanderfer Construction	5201 Reef Way	8710	191-033-415	3126	New		10,347.06		
08/22/14	R. Sanderfer Construction	5211 Reef Way	8710	191-033-405	3407	New		11,277.17		
08/26/14	Valdez-Segura, Monica	1102 Sonia Dr.	2000	215-112-045	222	Addition	734.82			
<b>COMMERCIAL</b>										
<b>Sub-Total August 2014</b>							<b>5,643.55</b>	<b>50,235.87</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August 5,643.55										
Fees Paid AB181 For August 50,235.87										
Fees Paid SB50 For August -										
<b>Fees Exempt AB181 To Date:</b>							<b>9,105.81</b>			

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	
Fees Paid AB181 To Date:		50,235.87									
Fees Paid SB50 To Date:											
<b>SEPTEMBER 2014 ~</b>											
<b>RESIDENTIAL</b>											
09/03/14	Alvarado, Juan	2734 Geronimo Drive	1945	220-0-084-145	540	Addition		1,787.40			
09/03/14	Cruz, Cesar	2250 Kinsbridge Ln.	7940	188-0-067-045	444	Addition	1,469.64				
09/04/14	Vega, Pedro	644 N. "H" Street	3240	200-0-186-145	265	Addition		877.15			
09/25/14	Terraza De Las Cortes, L.P.	225 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	235 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	255 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	245 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94			
09/25/14	Terraza De Las Cortes, L.P.	201 Carmelita Ct.	2135	201-090-115	1,876	New		6,209.56			
<b>COMMERCIAL</b>											
<b>Sub-Total September 2014</b>		<b>212,571.51</b>				<b>1,469.64</b>		<b>211,101.87</b>		<b>0.00</b>	
Fees Exempt AB181 For September		1,469.64									
Fees Paid AB181 For September		211,101.87									
Fees Paid SB50 For September											
Fees Exempt AB181 To Date:		10,575.45									
Fees Paid AB181 To Date:		261,337.74									
Fees Paid SB50 To Date:											
<b>OCTOBER 2014 ~</b>											
<b>RESIDENTIAL</b>											
10/09/14	Schlesinger, Bill	2220 Southern Hill Dr.	5240	179-0-142-035	417	Addition	1,380.27				
10/14/14	Waldo, Denise	1034 W. Beverly Dr.	4150	200-283-010	1,904	Addition		\$6,302.24			
10/15/14	Mercer, Roxy	2340 Oneida Pl.	5355	181-0-073-025	112	Addition	370.72				
10/17/14	Franco, Laura	1313 W. Cedar Street	4320	203-0-092-220	488	Addition	1,615.28				
10/30/14	Rico, Dora	1139 Doris Avenue	4130	200-0-172-380	37	Addition	122.47				
<b>COMMERCIAL</b>											
10/4/2014	Cabrillo Economic Dev. Corp	902 Donlon Ave.	2700	201-0-281-145	794	Addition		\$282.66			
<b>Sub Total October 2014</b>		<b>\$10,073.64</b>				<b>3,488.74</b>		<b>\$6,584.90</b>		<b>0.00</b>	
Fees Exempt AB181 For October		3,488.74									
Fees Paid AB181 For October		\$6,584.90									
Fees Paid SB50 For October		\$0.00									
Fees Exempt AB181 To Date:		14,064.19									
Fees Paid AB181 To Date:		267,922.64									
Fees Paid SB50 To Date:											

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL#	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>NOVEMBER 2014 -</b>										
RESIDENTIAL	Muneef & Mona Taian	2001 Hazeltine Dr.	6100	383-179-270-115	825	Addition		\$2,730.75		
COMMERCIAL										
<b>Sub-Total November 2014</b>							<b>\$0.00</b>	<b>\$2,730.75</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
							Fees Exempt AB181 For November	\$0.00		
							Fees Paid AB181 For November	\$2,730.75		
							Fees Paid SB50 For November	\$0.00		
							Fees Exempt AB181 To Date:	14,064.19		
							Fees Paid AB181 To Date:	270,653.39		
							Fees Paid SB 50 To Date	-		
							Fifth & Patterson Paid to Date	-		
<b>DECEMBER 2014-</b>										
RESIDENTIAL	Flores, Alicia	1051 W. Kamala Street	4400	205-301-065	406	Addition				1,343.86
	Switzler, Nancy	218 S. G Street	3340	202-0-072-110	390	Addition				\$1,290.90
	Chavez, Jesus	1120 W Deodar Ave.	4140	200-0-272-100	12	Addition				\$39.72
	Cano, Juan	410 N. Gibraltar Street	1630	216-083-045	435	Addition				\$1,439.85
COMMERCIAL										
<b>Sub-Total December 2014</b>							<b>\$4,114.33</b>	<b>-</b>	<b>0.00</b>	<b>-</b>
<b>Fees Exempt AB181 For December</b>										
							Fees Paid AB181 For December	4,114.33		
							Fees Paid SB50 For December	-		
							Fifth & Patterson Paid for December	\$0.00		
							Fees Exempt AB181 To Date:	18,178.52		
							Fees Paid AB181 To Date:	270,653.39		
							Fees Paid SB50 To Date:	-		
							Fifth & Patterson Paid to Date	-		
<b>JANUARY 2015-</b>										
RESIDENTIAL										

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
01/20/15	Browning, Alexis	4334 Meridian Ave	7940	188-0-066-075	775	Addition		2,565.25		
01/20/15	Federis, Ashley	1218 South G Street	3530	203-050-100	213	Addition	705.03			
01/29/15	Grant, David	1131 Caprt Way	8740	191-091-215	5,240	New		17,344.40		
<b>COMMERCIAL</b>										
<b>Sub-Total January 2015</b>		<b>\$20,614.68</b>		<b>705.03</b>		<b>19,909.65</b>		<b>0</b>		<b>\$0.00</b>
Fees Exempt AB181 For January 705.03										
Fees Paid AB181 For January 19,909.65										
Fees Paid SB50 For January -										
Fifth & Patterson Paid for January \$0.00										
Fees Exempt AB181 To Date: 18,883.55										
Fees Paid AB181 To Date: 290,563.04										
Fees Paid SB50 To Date: -										
Fifth & Patterson Paid to Date: -										
<b>FEBRUARY 2015 -</b>										
<b>RESIDENTIAL</b>										
02/25/15	Chavez, Alfonso	2441 South L Street	4410	205-312-055	1,500	Addition		4,965.00		
02/26/15	Lorenzen, Todd	515 E. Laurel Street	2950	204-191-275	617	Addition		2,042.27		
<b>COMMERCIAL</b>										
<b>Sub-Total February 2015</b>		<b>\$7,007.27</b>		<b>0.00</b>		<b>7,007.27</b>		<b>-</b>		<b>\$0.00</b>
Fees Exempt AB181 For February -										
Fees Paid AB181 For February 7,007.27										
Fees Paid SB50 For February -										
Fifth & Patterson Paid for February \$0.00										
Fees Exempt AB181 To Date: 18,883.55										
Fees Paid AB181 To Date: 297,570.31										
Fees Paid SB50 To Date: -										
Fifth & Patterson Paid to Date: -										
<b>MARCH 2015-</b>										
<b>RESIDENTIAL</b>										
03/05/15	GM Bujlides	5142 Marin Way	8760	191-0-133-195	165	Addition		546.15		
03/16/15	Chan, Patricia	5343 Surfider Way	8715	191-0-052-055	278	Addition		920.18		
03/17/15	Mendoza, Alejandro	1256 South I Street	3560	203-0-044-150	1,812	New				5,997.72
03/17/15	Alfaro, Eduardo	144 North I Street	4160	202-0-021-330	498	Addition		1,648.38		
03/19/15	Vega, Pedro	1641 McLoughlin Avenue	5840	183-0-373-045	200	Addition		662.00		
03/20/15	Gerstl, Theodore	2161 S. Victoria Avenue	7900	188-0-013-135	468	Addition		1,549.08		
03/01/15	Francis, Michael	5436 Reef Way	8710	191-0-045-055	118	Addition		390.58		

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SO FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATERSON AGR/M/T
<b>COMMERCIAL</b>										
<b>Sub-Total March 2015</b>		<b>\$11,714.09</b>		<b>5,716.37</b>		<b>5,997.72</b>		<b>0.00</b>		<b>0.00</b>
Fees Exempt AB181 For March	5,716.37									
Fees Paid AB181 For March	5,997.72									
Fees Paid SB50 For March	-									
Fifth & Patterson Paid for March	\$0.00									
Fees Exempt AB181 To Date:	<b>24,599.92</b>									
Fees Paid AB181 To Date:	<b>303,568.03</b>									
Fees Paid SB50 To Date:	-									
Fifth & Patterson Paid to Date	0.00									
<b>April 2015 ~</b>										
<b>RESIDENTIAL</b>										
04/06/15	Cruz, Cesar	4540 Eastbourne Bay	7870	188-091-195	800	Addition		2,648.00		
04/07/15	Vazquez Serna, Ruben	1045 W. Fir Avenue	4330	203-150-185	499	Addition	1,651.69			
04/17/15	Melgoza, Carlos	944 King Street	3520	202-165-250-025	112	Addition	342.72			
04/21/15	Tostado, Juan	651 Deodar Avenue	3250	200-301-160	180	Addition	550.80			
04/22/15	Renovation Builders	1131 W. First Street	4160	202-233-315	470	Addition	1,438.20			
04/23/15	Gerber, Karl	4030 W. Hemlock Street	7910	188-0-041-045	522	Addition		1,597.32		
04/28/15	Escalera, Jorge	2721 W. Hemlock	5850	183-404-105	1,308	Addition		4,002.48		
<b>COMMERCIAL</b>										
<b>Sub-Total April 2015</b>		<b>\$12,231.21</b>		<b>3,983.41</b>		<b>8,247.80</b>		<b>\$0.00</b>		<b>\$0.00</b>
Fees Exempt AB181 For April	3,983.41									
Fees Paid AB181 For April	8,247.80									
Fees Paid SB50 For April	-									
Fees Exempt AB181 To Date:	<b>28,583.33</b>									
Fees Paid AB181 To Date:	<b>311,815.83</b>									
Fees Paid SB50 To Date:	-									
<b>MAY 2015~</b>										
<b>RESIDENTIAL</b>										
<b>Sub-Total May 2015</b>		<b>\$0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR/MT
<b>Fees Exempt AB181 For May</b> <b>Fees Paid AB181 For May</b> <b>Fees Paid SB50 For May</b> <b>Fifth &amp; Patterson Paid for May</b>										
	28,583.33									
	311,815.93									
	0.00									
<b>JUNE 2015-</b>										
<b>RESIDENTIAL</b>										
06/02/15	Melena, Geno	1230 Hibiscus Street	4050	139-0-113-135	163	Addition	498.78	1,897.20		
06/03/15	Cruz Contruction/Cruz, Cesa	412 Roderick Ave.	3240	200-0-233-080	620	Addition		6,909.48		
06/08/15	Strawberry Fields Estates	1041 Oneida Ct.	5330	181-191-275	2,258	New		8,834.22		
06/08/15	Strawberry Fields Estates	1071 Oneida Ct.	5330	181-191-275	2,887	New		6,909.48		
06/08/15	Strawberry Fields Estates	1051 Oneida Ct.	5330	181-191-275	2,258	New		8,834.22		
06/08/15	Strawberry Fields Estates	1061 Oneida Ct.	5330	181-191-275	2,887	New		8,825.04		
06/09/15	Castro, Edward	5125 Whitecap St	8725	191-072-125	2,884	New		3,454.74		
06/12/15	McMullin, John	1700 Callas Ct.	5710	183-411-225	217	Addition	664.02			
06/16/15	Tepora Management LLC	554 N. Garfield Ave.	2640	201-023-290	1,129	New				
06/22/15	Ocampo, Emma	1631 W. 9th Street	5610	183-173-175	432	Addition	1,321.92			
06/30/15	Carrillo, Pedro	2121 San Luis St.	1635	216-0-134-045	48	Addition	146.88			
<b>COMMERCIAL</b>										
<b>Sub-Total June 2015 \$48,295.98</b>										
<b>Fees Exempt AB181 For June</b> <b>Fees Paid AB181 For June</b> <b>Fees Paid SB50 For June</b> <b>Fifth &amp; Patterson Paid for June</b>										
	2,631.60									
	45,664.38									
	0.00									
	\$0.00									
<b>Grand Totals</b>										
	31,214.93									
	357,480.21									
	0.00									
	388,695.14									
<b>Grand Total All</b>										
							2,631.60	45,664.38	0.00	\$0.00



**OSD  
RESOLUTION #20-17**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FEES AND MITIGATION PAYMENTS (“DEVELOPER FEES”) REPORT FOR THE FISCAL YEAR 2014-15 THROUGH FISCAL YEAR 2019-2020 (“DEVELOPER FEE REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE, SECTIONS 66006 AND 66001**

**WHEREAS**, Oxnard School District (“District”) has received and expended statutory school fees and mitigation payments (“Developer Fees”) in fiscal year 2019-2020 in connection with school facilities (“School Facilities”) of the District for students resulting from new development and authorized costs incidental thereto; and

**WHEREAS**, these Developer Fees have been deposited in a capital facilities account or sub-account (“Account”) as provided by Section 66006(a) of the Government Code; and

**WHEREAS**, in accordance with Section 66006(a) of the Government Code, the District has established and maintained a separate Account and maintained such Account in a manner to avoid any commingling of the Developer Fees with other revenues and funds of the District, except for temporary investments, and has expended those Developer Fees collected for the purposes for which they were collected and authorized costs incidental thereto; and

**WHEREAS**, Section 66006(b)(1) of the Government Code provides that the District shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year the following information in the form of a “Developer Fees Report”:

- A) A brief description of the type of Developer Fees in the Account.
- B) The amount of the Developer Fees.
- C) The beginning and ending balance of the Account.
- D) The amount of the Developer Fees collected and the interest earned.
- E) An identification of each project (“Project”) of the District on which Developer Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees.
- F) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in paragraph (2) of subdivision (a) of Section 66001, and the Project remains incomplete.

RESOLUTION #20-17  
DEVELOPER FEES REPORT

- G) A description of each interfund transfer or loan made from the Account, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Account will receive on the loan.
- H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001; and

**WHEREAS**, Section 66001(d) of the Government Code provides that for the fifth fiscal year following the first deposit into the Account, and every five years thereafter, the District shall make all of the following findings with respect to that portion of the Account remaining unexpended, whether committed or uncommitted:

- 1) Identification of the purpose to which the Developer Fees are to be put.
- 2) Demonstration of a reasonable relationship between the Developer Fees and the purpose for which they are charged.
- 3) Identification of all sources and amounts of funding anticipated to complete financing of the Projects of the District.
- 4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the Account; and

**WHEREAS**, when findings are required by Section 66001(d) of the Government Code, they shall be made in connection with the information required by Section 66006 of the Government Code; and

**WHEREAS**, Section 66006(b)(2) of the Government Code requires the Board of Trustees (“Board”) to review the information made available to the public at a regularly scheduled public meeting and any other relevant information including, but not limited to, that certain Developer Fees Report prepared for District entitled “DEVELOPER FEES REPORT” not less than fifteen (15) days after this Developer Fees Report is made available to the public; and

**WHEREAS**, the Developer Fees Report is on file at the District office and is herein incorporated by reference; and

**WHEREAS**, the District has complied with all of the foregoing provisions.

**NOW, THEREFORE, ON BEHALF OF THE DISTRICT IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:**

**Section 1.** That pursuant to Government Code Sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District and authorized costs incidental thereto.

**Section 2.** That the Board of the District at public meeting has reviewed the following information pursuant to Government Code Section 66006(b)(1) as is required by Government Code Section 66006(b)(2);

**Section 3.** That the Board of the District at a public meeting has reviewed herein provided proposed findings as required by Government Code Section 66001(d):

**Section 4.** That the Board of the District hereby determines that all Developer Fees, collections and expenditures as set forth in the Developer Fees Report have been received, deposited, invested, accounted, expended and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

**Section 5.** That the Board of the District hereby determines that no refunds and allocations of Developer Fees, as required by Government Code Section 66001, are deemed payable at this time.

**Section 6.** That the Board of the District hereby determines that the District is in compliance with Government Code Section 66000 et seq. relative to receipt, deposit, investment, accounting, expenditure, reporting or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

**ADOPTED, SIGNED AND APPROVED**, this 16<sup>th</sup> day of December, 2020.

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Trustees of  
the Oxnard School District

By: \_\_\_\_\_  
Clerk of the Board of Trustees of  
the Oxnard School District

RESOLUTION #20-17  
DEVELOPER FEES REPORT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution #20-17 of said Board and that the same has not been amended or replaced.

Dated: December 16, 2020

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA    )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of said District at a meeting of said Board held on the 16<sup>th</sup> day of December, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Approval of Amendment #2 to Agreement #18-16 - Flewelling & Moody Architecture Inc. (Penanhoat/Miller)**

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On June 6, 2018 the Board of Trustees approved Agreement #18-16 with Flewelling & Moody Architecture Inc. (F&M Architecture), for DSA Closeout and Certification services to provide closeout coordination services as required for DSA certifications on past District projects that did not have certification. Agreement #18-16 has been funded by Deferred Maintenance Funds, and the initial term of agreement ended on December 31, 2019.

At the Board meeting of December 18, 2019, the Board of Trustees approved Amendment #1, in the amount of \$60,000.00, and an extension of the agreement term through December 31, 2020, to continue their efforts to certify the remaining four (4) District projects that require DSA certification.

In order to continue DSA certification efforts, the District has requested F&M Architecture to provide the attached proposal for a not to exceed amount of \$105,000.00 and an extension of the agreement term through December 31, 2021. Under Amendment #2 to Agreement #18-16, F&M Architecture will continue their efforts to certify the remaining four (4) District projects that require DSA certification. DSA closeout and certification is required for public school construction projects for compliance with the State of California Field-Act.

**FISCAL IMPACT:**

\$105,000.00 - Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #2 to Agreement #18-16 with Flewelling & Moody Architecture Inc. as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #2 \(1 Page\)](#)  
[Amendment #1 \(1 Page\)](#)  
[Agreement #18-16, Flewelling & Moody Architecture Inc. \(17 Pages\)](#)

**Amendment #2 to Agreement #18-16 with  
Flewelling & Moody Architecture Inc.  
December 16, 2020**

On June 6, 2018 the Board of Trustees approved Agreement #18-16 with Flewelling & Moody Architecture Inc. (F&M Architecture), for DSA Closeout and Certification services to provide closeout coordination services as required for DSA certifications on past District projects that did not have certification. Agreement #18-16 has been funded by Deferred Maintenance Funds, and the current term of agreement will end on December 31, 2019.

At the Board meeting of December 18, 2019, the Board of Trustees approved Amendment #2, in the amount of \$60,000.00, and an extension of the agreement term through December 31, 2020, to continue their efforts to certify the remaining four (4) District projects that require DSA certification.

In order to continue DSA certification efforts, the District has requested F&M Architecture to provide the attached proposal for a not to exceed amount of \$105,000.00 and an extension of the agreement term through December 31, 2021. Under Amendment #2 to Agreement #18-16, F&M Architecture will continue their efforts to certify the remaining three (3) District projects that require DSA certification. DSA closeout and certification is required for public school construction projects for compliance with the State of California Field-Act.

**Flewelling & Moody Architecture Inc.:**

By: \_\_\_\_\_  
Scott Gaudineer, President/CEO

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

**Oxnard School District:**

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

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

**Amendment #1 to Agreement #18-16 with  
Flewelling & Moody Architecture Inc.  
December 18, 2019**

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**Flewelling & Moody Architecture Inc.:**

By: \_\_\_\_\_  
Scott Gaudineer, President/CEO

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

**Oxnard School District:**

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

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



**OXNARD SCHOOL DISTRICT**

**Agreement #18-16**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of June, 2018 by and between the Oxnard School District (“District”) and Flewelling & Moody Architecture 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 **July 1, 2018 through December 31, 2019** (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 One Hundred Twenty Thousand Dollars (\$120,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

 (Initials)

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

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules 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  
1055 South C Street  
Oxnard, California, 93030  
Attention: David Fateh  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** Flewelling & Moody Architecture Inc.  
815 Colorado Blvd., Suite 200  
Los Angeles, CA 90041  
Attention: Scott Gaudineer  
Phone: (323) 543.8300  
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.** DAVID FATEH shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz

Signature

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

6-27-18

Date

Tax Identification Number: 95-6002318

**FLEWELLING & MOODY ARCHITECTURE INC.:**

Scott Gaudinier

Signature

SCOTT GAUDINIER, PRESIDENT  
Typed Name/Title

6-10-2018

Date

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



- Not Project Related
- Project #18-16

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 5/8/18**

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

**PER ATTACHED PROPOSAL DATED 5/8/18**

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

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

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 #18-16

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**COMPENSATION**

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

Total Compensation Not to Exceed \$120,000.00

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly 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 \$120,000.00 as provided in Section 4 of this Agreement.**

**EXHIBIT C  
TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #18-16

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 #18-16

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**


**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 6-27-18

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



## **Proposal for: Oxnard School District**

### **DSA Closeout and Certification Assistance for various construction projects**

Submitted to:  
**Janet Peanahoa, Assistant Superintendent Business and Fiscal Services**  
**David Fateh, Director of Facilities**

**1051 A Street**  
**Oxnard California**

**May 8, 2018**

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# DSA Closeout and Certification Assistance for Various Construction Projects

## I. Project Description/Scope of Work

1. The District has a number of buildings and other structures that have not been certified by the Division of the State Architect (DSA). The District requires assistance in certification and developing the required documentation.
2. Assist the District in obtaining DSA Certification for eligible projects.

### A. Scope of Services

1. Review with District the remaining 10 projects that require DSA certification and the outstanding items may be required to obtain certification. Complete submission of items on 7 projects that are in various stages to final certification.
2. Meet with DSA staff to determine which project requirements are actually required to meet certification approval
3. Develop or obtain required documentation from District archives, inspectors, testing labs, consultants, etc.
4. Field investigate existing conditions to determine feasibility of obtaining required certification
5. Submit documents and assist the District in obtaining Division of the State Architect approval
6. Provide construction administration services for the execution of the work.

## I. Project Team

The project team members are as follows:

- |                       |                               |
|-----------------------|-------------------------------|
| ▪ Architect           | Scott Gaudineer, AIA, C-14211 |
| ▪ Closeout Specialist | Megan Fries                   |
| ▪ Project Consultant  | John Labriola                 |

Other team members shall be used as required to obtain DSA certification



#### **IV. Professional Services Fee**

The fee for the specified scope of services shall be on an hourly basis per Schedule of Billing Rates with a cap of \$120,000. The billing shall be monthly. Reimbursable and consultant expenses shall be submitted at cost plus ten percent (10%).

##### **Schedule of Billing Rates**

Effective January 1, 2018

Principal	\$200.00
Architect	\$150.00
CADD Drafter	\$110.00
Certification Specialist	\$90.00
Tech Assistant	\$75.00
Accountant	\$100.00

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Consultant and reimbursable costs shall be at cost, with no mark up.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Support Services Agreement

**Approval of Renewal Agreement #20-101 with School Services of California (Penanhoat)**

School Services of California provides services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process.

Renewal Agreement #20-101 for the 2021 calendar year is presented herewith for the Board's consideration.

**FISCAL IMPACT:**

Not to exceed \$4,100.00 annually, to be paid out of the General Fund. This is the same amount as last year's rate.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #20-101 with School Services of California as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-101 \(3 pages\)](#)

Client # 0017550/S15

P.O. # \_\_\_\_\_

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an Agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2021.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Associate Student Body
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - d. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - e. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance

2. The Consultant shall provide the Client with services as requested to a total of 12 direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
  - a. \$3,900 annually, plus expenses, or payable at \$325 per month, plus expenses, upon receipt of a billing from the Consultant
  - b. For all requested services in excess of 12 direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
  - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
4. This Agreement shall be for the period of one year, beginning January 1, 2021, and terminating December 31, 2021. This Agreement may be terminated prior to December 31, 2021, by either party on 30 days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By: \_\_\_\_\_

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

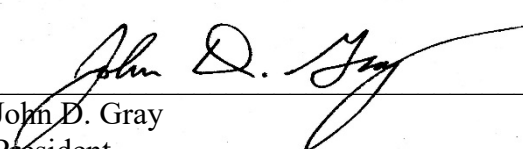
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

Oxnard School District

By: \_\_\_\_\_

Date: November 4, 2020

  
John D. Gray

President

School Services of California Inc.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Approval of Agreement #20-107 – EdTheory, LLC (DeGenna/Edwards)**

---

EdTheory, LLC will provide supplemental staffing to the Special Education Services Department on an “as needed” basis. EdTheory, LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Special Education Services Department will provide orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Occupational Therapist
- Psychologist

TERM OF AGREEMENT: December 17, 2020 through June 30, 2021

**FISCAL IMPACT:**

Not to exceed \$112,000.00 – Special Education Funds

**RECOMMENDATION:**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-107 with EdTheory, LLC.

**ADDITIONAL MATERIALS:**

- Attached:** [Agreement #20-107, EdTheory, LLC \(13 Pages\)](#)
- [Rate Sheet \(1 Page\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #20-107

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and EdTheory, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **December 17, 2020** through **June 30, 2021** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Twelve Thousand Dollars (\$112,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Edwards  
Phone: (805) 385.1501 x2175  
Fax: (805) 487.9648

To Consultant: EdTheory, LLC  
6701 Koll Center Pkwy., Suite 250  
Pleasanton, CA 94566  
Attention: Samuel Thomas  
Phone: (925) 215.7781  
Fax: (800) 613.2977

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.** DANIELLE EDWARDS 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:**

**EDTHEORY, LLC:**

\_\_\_\_\_  
*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 #20-107

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-107**

**SERVICES**

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

**\*PER ATTACHED RATE SHEET**

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

**\*PER ATTACHED RATE SHEET**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A.	
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 #20-107

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-107**

**COMPENSATION**

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

\*\*TOTAL FEE NOT TO EXCEED \$112,000.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$112,000.00, as provided in Section 4 of this Agreement.**



**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-107**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #20-107

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 #20-107

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-107**

**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, **EDTHEORY, LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

**RATE SHEET – 2020-21**

<b>Job Title</b>	<b>Hourly Rate</b>
Speech and Language Pathologist (Monolingual)	\$85.00
Speech and Language Pathologist (Bilingual)	\$87.00
Speech and Language Pathology Assistant (Monolingual)	\$65.00
Speech and Language Pathology Assistant (Bilingual)	\$67.00
School Psychologist (Monolingual)	\$95.00
School Psychologist (Bilingual)	\$97.00
Special Education Teacher	\$85.00
Board Certified Behavior Analyst (BCBA)	\$98.00
Occupational Therapist	\$85.00
Physical Therapist	\$85.00



**ENDORSEMENT NO.**

**This endorsement, effective 12:01 AM: 7/16/2020**

**Forms a part of policy no.: 6798344**

**Issued to: EdTheory, LLC**

**By: Lexington Insurance Company**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided by the Policy:

The following is only added to Section **II. WHO IS AN INSURED** of the Coverage Parts as indicated by an "X" below:

- HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART
- HEALTHCARE GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is included as an additional **Insured** if **you** are obligated by virtue of a written contract, executed prior to the **medical incident, occurrence** or offense, to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by **you** or on **your** behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any self insurance/**Insured** to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional **Insured** shown in the Schedule below shall be excess over any other valid and collectible insurance or self insured retention available to the additional **Insured** whether primary, excess, contingent or on any other basis.

In accordance with the terms and conditions of the Policy, as soon as practicable, each additional **Insured** must give **us** prompt notice of any **medical incident, occurrence** or offense which may result in a **claim**, forward all legal papers to **us**, cooperate in the defense of any actions, and otherwise comply with all of the Policy's terms and conditions. Failure to comply with this provision may, at **our** option, result in the **claim** or **suit** being denied.

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**SCHEDULE**

**Name of Additional Insured:** Blanket Where required by written contract

All other terms and conditions of the policy remain the same.

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Authorized Representative

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Academic Agreement

**Approval of Agreement #20-114 – Read.Write.Think., LLC (DeGenna/Cordes)**

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Renee Houser of Read.Write.Think., LLC will provide 19 hours of virtual professional development to middle school teachers at Lemonwood School from December 17, 2020 through January 31, 2021. The aim of this professional development series will be threefold: to increase the capacity of teachers to deliver effective, data driven instruction in writing; to gain familiarity and comfort with the structures, materials and technology of balanced literacy; and to build collaborative relationships within and beyond grade levels.

**FISCAL IMPACT:**

Not to exceed \$5,400.00 – S/C Intervention

**RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-114 with Read.Write.Think., LLC.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #20-114, Read.Write.Think., LLC \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)**

**OXNARD SCHOOL DISTRICT**

**Agreement #20-114**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Read.Write.Think., LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from December 17, 2020 through January 31, 2021 (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 Five Thousand Four Hundred Dollars (\$5,400.00), unless additional compensation is approved in writing by the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
c/o Lemonwood School  
2001 San Mateo Place  
Oxnard, CA 93033  
Attention: Ms. Allison Cordes  
Phone: 805.385.1551  
Fax: 805.385.1552

To Consultant: Read.Write.Think., LLC  
11768 Hidden Forest Lane  
Davidson, NC 28036  
Phone: 917.609.8514  
Email: [renee@readwritethinkwithrenee.com](mailto:renee@readwritethinkwithrenee.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.** **ALLISON CORDES** 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:**

**READ.WRITE.THINK., LLC:**

\_\_\_\_\_  
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 #20-114

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-114**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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



- Not Project Related  
 Project #20-114

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-114**

**COMPENSATION**

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

Total compensation shall not exceed Five Thousand Four Hundred Dollars (\$5,400.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$5,400.00, per attached rate sheet, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #20-114

~~**EXHIBIT C**~~  
~~**TO AGREEMENT FOR CONSULTANT SERVICES #20-114**~~

~~**INSURANCE**~~

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

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

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

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

~~(3) Insurance coverage should include:~~

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

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

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

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

<del>Accountants, Attorneys, Education Consultants,</del>	<del>\$1,000,000</del>
<del>Nurses, Therapists</del>	

<del>Architects</del>	<del>\$1,000,000 or \$2,000,000</del>
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<del>Physicians and Medical Corporations</del>	<del>\$5,000,000</del>
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~~**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 #20-114

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-114

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-114**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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

<b>Vendor Name:</b> Read.Write.Think., LLC <b>EIN:</b> 84-3625683 <b>Remit Address:</b> 11768 Hidden Forest Lane Davidson, NC 28036  <b>Contact:</b> Renee@readwritethinkwithrenee.com 917.609.8514	<b>Date:</b> October 7,, 2020  <b>PO#:</b>  <b>For:</b> Lemonwood School  <b>Attn:</b> Allison Cordes
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**Aim of Work:**

The aim of this professional development series will be threefold: to increase the capacity of teachers to deliver effective, data driven instruction in writing, to gain familiarity and comfort with the structures, materials and technology of a balanced literacy philosophical approach, and to build collaborative relationships within and beyond grade levels.

This aim will be achieved through a combination of workshops and model lessons with the whole staff, and individualized or paired meetings and virtual classroom learning.

The scope of the work will consist of a variety of structures to include, but not limited to:

- Plenary Sessions
- Small Group BreakOut Sessions
- In Class Modeling, Coaching, and Feedback
- Individual Goal Setting Sessions

The content of these structures will be designed from teacher input, leadership input, and pathways determined to prepare teachers and students to excel in their personal and academic growth and development.

Date of Work	Description of Work	Number of PD Hours	Rate per hour	Total
TBD	Meeting with ILT	1	N/A	\$0
TBD	Supporting teachers, and leadership in literacy curriculum development and classroom applications.	19	\$300	\$5400
<b>Total Agreement</b>				<b>\$5400</b>

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Academic Agreement

**Approval of Agreement #20-115 – Read.Write.Think., LLC (DeGenna/Cordes)**

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This series of five, one-hour workshops is designed to support caregivers and the community at large, in supporting the children of the community in leveraging literacy in everyday life learning moments that are extended beyond the traditional school day. The framework for each session will include a first-hand experience (storytelling, acting out a story, etc.), and tips for how to include literacy learning at home in practical ways. Each session will be co-taught by Renee Houser and Kristi Mraz, who will link their work with teachers from a K-8 perspective. The goal of this series is to strengthen the partnership of caregivers and teachers so that all children receive a team of support.

**FISCAL IMPACT:**

Not to exceed \$5,000.00 – Title III

**RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-115 with Read.Write.Think., LLC.

**ADDITIONAL MATERIALS:**

**Attached: [Agreement #20-115, Read.Write.Think., LLC \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)**

## OXNARD SCHOOL DISTRICT

### Agreement #20-115

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Read.Write.Think., LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from December 17, 2020 through January 31, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [\_\_\_\_] does [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  
c/o Lemonwood School  
2001 San Mateo Place  
Oxnard, CA 93033  
Attention: Ms. Allison Cordes  
Phone: 805.385.1551  
Fax: 805.385.1552

To Consultant: Read.Write.Think., LLC  
11768 Hidden Forest Lane  
Davidson, NC 28036  
Phone: 917.609.8514  
Email: [renee@readwritethinkwithrenee.com](mailto:renee@readwritethinkwithrenee.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.** **ALLISON CORDES** 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:**

**READ.WRITE.THINK., LLC:**

\_\_\_\_\_  
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 #20-115

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-115**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #20-115

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-115**

**COMPENSATION**

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$5,000.00, per attached rate sheet, as provided in Section 4 of this Agreement.**



- Not Project Related
- Project #20-115

~~**EXHIBIT C**~~  
~~**TO AGREEMENT FOR CONSULTANT SERVICES #20-115**~~

~~**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:~~

<del>Accountants, Attorneys, Education Consultants,</del>	<del>\$1,000,000</del>
<del>Nurses, Therapists</del>	

<del>Architects</del>	<del>\$1,000,000 or \$2,000,000</del>
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<del>Physicians and Medical Corporations</del>	<del>\$5,000,000</del>
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~~**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 #20-115

~~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 #20-115

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-115**

**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, **READ.WRITE.THINK., LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

<b>Vendor Name:</b> Read.Write.Think.With Renee LLC <b>EIN:</b> 84-3625683 <b>Remit Address:</b> 11768 Hidden Forest Lane Davidson, NC 28036  <b>Contact:</b> Renee@readwritethinkwithrenee.com 917.609.8514	<b>Date:</b> October 7, 2020  <b>PO#:</b>  <b>For:</b> Lemonwood School  <b>Attn:</b> Allison Cordes
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***Aim of Work:*** This series of five, one hour workshops, are designed to support caregivers and the community at large in supporting the children of the community in leveraging literacy in everyday life learning moments that are extended beyond the traditional school day. The framework for each session will include a first hand experience (storytelling, acting out a story, etc.) and tips for how to include literacy learning at home in practical ways. Each session will be co-taught by Renee Houser and Kristi Mraz who will link their work with teachers from a K-8 perspective. The goal of this series is to strengthen the partnership of caregivers and teachers so that all children receive a team of support.

Session 1: Talking at Home

Session 2: Reading at Home

Session 3: Writing at Home

Session 4: Playing at Home

Session 5: Play as a Change Agent

Date of Work	Description of Work	Number of PD Hours	Rate per hour	Total
TBD	Series for Caregivers & Community Renee Houser	5	\$500	\$2500
	Series for Caregivers & Community Kristi Mraz	5	\$500	\$2500
<b>Total Agreement</b>				<b>\$5000</b>

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Approval of Agreement #20-116 John J. Labriola (Penanhoat/Miller)**

---

John J. Labriola will assist the District in researching existing school construction project documents for purposes of identifying relevancy to current and future Facilities operations. Once these documents are identified, he will then scan these documents, including drawings and paper documents, for purposes of converting them into an electronic format for archive cataloging.

Term of Agreement: January 1, 2021 through December 31, 2021

**FISCAL IMPACT:**

\$115,500.00 (per hourly rate of \$85.00 and including mileage reimbursement) – General Fund

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Agreement #20-116 with John J. Labriola as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-116, John J. Labriola \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #20-116**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and John J. Labriola (“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 **January 1, 2021 through December 31, 2021** (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 One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500.00), per hourly rate of \$85.00, and including mileage reimbursement, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules 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  
1055 South C Street  
Oxnard, California, 93030  
Attention: Dana Miller  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** John J. Labriola  
570 Calle Tulipan  
Thousand Oaks, CA 91360  
Phone: (805) 231.0538  
Email: jglabriola@verizon.net

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

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

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

26. **Administration.** DANA MILLER 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:**

**JOHN J. LABRIOLA:**

\_\_\_\_\_  
*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 #20-116

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-116**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 12/1/2020**

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

**PER ATTACHED PROPOSAL DATED 12/1/2020**

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

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

**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 #20-116

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-116**

**COMPENSATION**

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

Total Compensation Not to Exceed \$115,500.00, per hourly rate of \$85.00, and including mileage reimbursement

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

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

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

**IV. The total compensation for the Services shall not exceed \$115,500.00, per hourly rate of \$85.00, and including mileage reimbursement, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #20-116

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-116**

**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 #20-116

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 #20-116

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-116**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

By: \_\_\_\_\_

*Lisa A. Franz*  
*Director, Purchasing*

John J. Labriola  
Project Consultant  
570 Calle Tulipan  
Thousand Oaks, CA 91360  
(805) 231-0538 Cell  
jglabriola@verizon.net

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12/1/20

**To:** Oxnard School District  
Facilities Department  
1055 South C Street  
Oxnard Ca. 93030

**Attn:** Dana Miller

**Re:** Oxnard School District Projects Archive Scanning.

Dear Dana,

As per our phone conversation on 11/24/20 regarding the Oxnard School District Archives, I am pleased to forward this proposal for consultant services to assist the District in scanning various Oxnard School District school projects documents including drawings and paper documents for purposes of converting them into an electronic format for archive cataloging.

The following is a proposal for services:

1. Assist the District with scanning all project documents including drawings and file documents and for other purposes as needed.
2. The District will engage the services of a scanning service for scanning drawings and documents into an electronic format.
3. Time available to perform services will be approximately 25 hours per week.
4. Compensation for services will be invoiced at **\$85.00/hr** plus mileage reimbursement for travel. Mileage will be billed per mile as per current Federal mileage reimbursement rates.
5. Trips to Oxnard will be billed at a 4 hour minimum plus mileage.
6. Billable Hours and reimbursements will be invoiced on a monthly basis, payable within 30 days of receipt. Any payment not received within thirty (30) days of invoice will accrue interest at a rate of eight percent (8%) per annum.

Please call me if you have any questions or need any further information. Please forward written confirmation of acceptance if the above proposal is satisfactory. I look forward to working with the District Facilities office in scanning these projects.

Sincerely,



John J. Labriola,  
Project Consultant  
JJL/F&MProposal\_120120

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Approval of Field Contract #FC-P21-01816 – Interstate Restoration (Penanhoat/Miller)**

Proposals were solicited for Field Contract #FC-P21-01816, Archives Repair, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Wednesday, November 4, 2020.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-01816 to the lowest responsible bidder, Interstate Restoration, in the amount of \$12,304.90. The project will be funded through General Funds.

**FISCAL IMPACT:**

\$12,304.90 – Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P21-01816 to Interstate Restoration, in the amount of \$12,304.90.

**ADDITIONAL MATERIALS:**

**Attached:** [Field Contract #FC-P21-01816, Interstate Restoration \(9 Pages\)](#)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P21-01816</b>
--

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 12/16/2020, between **Interstate Restoration** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twelve Thousand Three Hundred Four Dollars and Ninety Cents (\$12,304.90), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 11/14/2020.**

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start December 21, 2020 and end February 18, 2021\*\***

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>      X      </u> Subcontractor List	<u>      N/A      </u> Performance/Payment Bonds
<u>      </u> Specifications	<u>      X      </u> Certificates/Liability Insurance	<u>      X      </u> Purchase Order No. <u>P21-01816</u>
<u>      </u> Drawings	<u>      X      </u> Certificates/Workers Compensation	<u>      X      </u> Proposal dated <u>11/4/2020</u>
<u>      </u> Supplemental Conditions	Insurance	<u>      X      </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Dana Miller, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>General Fund</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



## ADVANCED WORK ORDER

Client and/or agent of client (individually or collectively referred to herein as "Client") hereby authorize(s) Interstate Restoration, LLC, a Colorado limited liability company, having its principal place of business at 3401 Quorum Drive, Suite 300 Ft. Worth, Texas 76137 ("Interstate"), to mobilize, commence, and perform restoration and/or reconstruction work and services (collectively referred to herein as the "Work"):

Project Name: \_\_\_\_\_ (the "Project")

Project Address: \_\_\_\_\_ (the "Property")

Project No.: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_ Property Owner Address: \_\_\_\_\_

The Work shall include, without limitation:

Check Applicable:

- Continuation of the description of the Work, "Attachment A."
- Interstate Time and Materials Rate Schedule, "Attachment B."
- Lump Sum Amount of: (\$ \_\_\_\_\_)
- The Down Payment (33% of estimated total) is a material consideration of this Advanced Work Order. Interstate reserves the right to terminate the Work if this material consideration is not received within 7 days of the commencement of the Work. In such event, Client agrees to pay all sums due for the Work provided to the date of termination.**

Nature of Work. Client agrees to pay Interstate, whether or not Work is covered by insurance, for all labor, materials, and equipment utilized to perform the Work, which may include, without limitation, emergency services, restoration, cleaning, drying, water and sewer extraction, repair(s), removal, storage, testing, damage appraisal and return of inventoried personal property, renovations, and other mitigations and improvements to the Property. Unless otherwise agreed, the Work shall be performed in accordance with Attachment B, which does not include applicable taxes, fees, or prevailing wage requirements, all of which shall be invoiced separately. All Work is subject to the terms and conditions contained on **both sides** of this Advanced Work Order.

Insurance Direction. Client irrevocably directs Client's insurance carrier(s) providing coverage for the Work ("Insurer") to include the name of Interstate on any checks or drafts issued in connection with the Work, to the extent the checks or drafts relate to the Work. Client specifically authorizes and directs Insurer to disclose the status, to Interstate, of such Client's payments regarding the Work, to the extent the payments relate to the Work.

Mortgage Company Direction. In the event the Insurer includes, on the payment instrument, other parties when issuing payment to Interstate, Client agrees to promptly endorse the instrument to Interstate and agrees to obtain any mortgage company and all other endorsements, as may be necessary, within seven (7) days of receipt of the payment instrument. If any mortgage company deposits the insurance payment instrument, instead of delivery to Interstate, Client hereby instructs such mortgage company to make payment directly to Interstate, in the amount of the insurance payment instrument. Client specifically authorizes and directs mortgage company to disclose to Interstate the status of payments from Insurer on account of the Work.

Proceeds Assignment. To secure payment, and to induce Interstate to perform the Work, Client assigns all rights to insurance proceeds to Interstate to the extent that the proceeds relate to the Work. In the event Client's Insurer issues payment to Client, without designation as to Client's insurance policy coverage(s), the same shall be deemed to first, be on account of the Work. Client understands and agrees that the proceeds of the payment instrument are the property of Interstate and depositing of the payment instrument into an Client controlled account constitutes conversion of Interstate's property. Client understands and agrees that the specified duties owed to Interstate are fiduciary in nature.

Authority. As an additional inducement to Interstate, the undersigned represent(s) and warrant(s) to Interstate that he/she: (i) is the person properly authorized to enter into this Advanced Work Order; (ii) is doing so on behalf of the Client of the Property; (iii) will communicate the contents of this Advanced Work Order, including representations made herein, to the Client of the Property; and (iv) by allowing Interstate to proceed with the Work, Clients hereby ratify this Advanced Work Order.

Payment. Proportioned payments are due upon Substantial Completion of each phase of the Work. Substantial Completion is the date when the Work is sufficiently complete so the Client can occupy or utilize the Work, for which purpose it was intended. Client shall pay Interstate, the amount of each invoice, no later than ten (10) days following Client's receipt of invoice. At the time of final walk-through, Client shall have paid to Interstate all amounts due and owing except for an amount equal to the cost to complete final punch list items; and such amount shall be paid within ten (10) days of completion of such punch list items. Client agrees to pay interest at the maximum lawful interest rate or one and a half percent (1.5%) a month, whichever is lower upon all amounts due, as well as reasonable costs and attorneys' fees incurred by Interstate in and enforcement of collection of the same. To the extent the Client requests an audit of Interstate's project billing, any such request must be made, if at all, in writing and no later than 120 days from Client's receipt of the final project invoice

Owner's Knowledge and Approval. Client represents and warrants that he/she/it is authorized to enter into this Agreement, is doing so on behalf of all Property owners/insureds with their express knowledge and approval and will provide a copy of this Agreement to the owners/insureds within one (1) business day of its execution. Client has read, understood and agreed to all terms and conditions of this Agreement (**both front and back**).

**Interstate Restoration, LLC**

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Client**

Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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



## Additional Terms and Conditions

Temporary Work Disclaimer. Client understands that emergency restoration Work is temporary in nature. This may include, without limitation, temporary roofing, boarding up of property, and winterization. Client agrees that Interstate shall not be held liable for damages to Client's Property occurring during or upon completion of temporary repairs, and further agrees to indemnify and hold harmless Interstate from and against any and all claims related to Client's Property. Client further understands that "call backs" constitute further temporary repairs and will be charged accordingly.

Insurance. Interstate shall provide proof of insurance coverage for General Liability, Auto Liability, Worker's Compensation Employer Liability, and Pollution Liability insurance policies, upon the Client's request. Client shall notify his/her/its insurers immediately that Interstate is to be named as an additional insured on the Client's General Liability policy specifically including, but not limited to, the Building and Personal Property section(s).

No Environmental Liability. Interstate shall not be liable for any claim or damage, in any way related to environmental hazards, toxins, and contaminants, which shall include, without limitation, viral infections, mold, and asbestos. Client hereby knowingly releases and waives Interstate from any and all such claims and/or damages.

Default. If Client defaults in any of its obligations hereunder, Interstate may, at its option, in addition to other remedies provided in this Advanced Work Order or pursuant to applicable law or principles of equity, pursue one or more of the following remedies:

- a) suspend some or all of the Work until all defaults have been cured;
- b) upon three (3) days written notice to Client, terminate some or all of Interstate's obligations under this Advanced Work Order; and/or
- c) recover all amounts due under this Contract plus all expenses and reasonable attorneys' fees and expenses incurred by Interstate, as a result of Client's breach or Interstate's enforcement of this Advanced Work Order.

In such event, or should the Client desire to terminate Interstate's services hereunder, Client shall pay Interstate for all Work performed to the date of termination, including all materials delivered for the Work, whether incorporated into the Property/Project or not, plus a sum equal to thirty percent (30%) of all costs that would have been incurred by Interstate, but for the termination of this Advanced Work Order. Should Interstate decline to accept the Insurer's adjusted settlement offer, Client shall pay Interstate for all Work performed to date of the declination including demobilization, upon Interstate invoicing for same and this Advanced Work Order shall thereupon terminate.

Client Obligations. Unless Client is a landlord in a multi-tenant building, Client represents to Interstate that there are no other persons or entities with contents at the Property/Project. Client shall make Client selections within the designated time frames so as not to interfere with Interstate's schedule. Client shall schedule inspections as requested by Interstate and it being understood that the scheduling request may occur prior to completion of the Work. Client agrees to inspect Work at the request of Interstate and to diligently schedule and expedite any inspections required by lenders or any entity that may be responsible for release of funds due Interstate for the performance of the Work. Client agrees to sign an acceptance form upon Substantial Completion of particular portions of the Work provided it is substantially completed and agrees not to withhold payment for Work substantially completed. Client agrees to promptly sign Insurer's proof of loss and other documents reasonably necessary for payment to be issued. Client agrees to sign any and all final walkthrough forms when prepared and presented. Upon return of contents, if Interstate does not unpack boxed contents and/or place articles in their final location, Client agrees that Interstate shall not be liable for breakage, damage, or loss discovered subsequent to said return.

Quality of Work. All Work shall be completed in a workmanlike manner in conformity with standards of the applicable trade using current techniques and materials reasonably calculated to approximate the finish and quality prior to the damage, including deletion of certain items deemed not necessary to Interstate.

Completion Date. Interstate agrees to diligently pursue Substantial Completion of the Work but shall not be held liable for delays due to late deliveries, weather, or any other event outside of Interstate's control. Client shall not delay the Work and agrees to avoid interrupting, interfering with, or casually visiting with Interstate's employees while they are performing the Work.

Limited Warranty on Structure Work. Upon receipt of, and conditioned upon, final payment, Interstate shall warrant its labor to be free from defects in workmanship for a period of one (1) year from Substantial Completion or use by Client, whichever occurs first, and shall assign to Client all applicable manufacturer's or supplier's warranties. This limited warranty is limited to the repair or replacement cost, at Interstate's option, of the Work provided by Interstate and specifically excludes incidental or consequential damages. Interstate specifically does not warrant or cover manufacturer's, supplier's, or others' warranties. There are no other warranties express or implied. In order to perfect a warranty claim hereunder, the Client shall first provide Interstate with written notice of a claim and provide Interstate with a reasonable opportunity and access to the Work to determine the validity and merit of the claim and its response thereto. If any repair or replacement of the Work is undertaken, without the Client first permitting Interstate with the written notice and access, as described herein, then this limited warranty shall be void and unenforceable.

Non-Assignment. This Advanced Work Order is non-assignable by Client. Interstate shall have the right to assign this Advanced Work Order.

Jurisdiction and Venue; Choice of Law. The parties have bargained and agreed that the State of Colorado shall have exclusive personal jurisdiction over all disputes arising hereunder, and that venue is proper in the City and County of Denver, Colorado. Colorado law shall govern this Advanced Work Order and any and all claims related hereunder, without regard to conflicts of law.

LIMITATION AND WAIVER. THE PARTIES HEREBY SPECIFICALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY. ADDITIONALLY, CLIENT WAIVES HIS RIGHTS AND RELEASES INTERSTATE FROM ANY AND ALL CLAIMS FOR CONSEQUENTIAL AND/OR PUNITIVE DAMAGES CLIENT MAY HAVE, ARISING FROM OR RELATING TO THE WORK; IT IS THE EXPRESS UNDERSTANDING AND AGREEMENT OF THE PARTIES THAT INTERSTATE'S SOLE OBLIGATION WITH RESPECT TO ALL SUCH CLAIMS SHALL BE LIMITED TO THE COST TO CORRECT THE WORK OR COMPENSATE FOR THE REASONABLE VALUE OF AN ITEM.



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Lic # 1036759

Client: Oxnard School District  
Property: 1501 South A St  
Oxnard , CA 93030  
Billing: 1501 South A St  
Oxnard , CA 93030

Home: (805) 385-1501

Operator: DAMON

Estimator: Blake Schoemann  
Position: Senior Project Director  
Company: Interstate Restoration  
Business: 1830 Lockwood St. suite 107  
Oxnard , CA 93036

Business: (805) 988-1040  
E-mail: Bschoemann@interstaterestoration.com

Type of Estimate: Repair Work  
Date Entered: 10/26/2020                      Date Assigned:

Price List: CAVCPW\_CAVE8X\_OCT20  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: OSD-RECORDS-REBUILD

Interstate Restoration would like to thank you for the opportunity to provide you with this estimate for restoration of your damages. Attached you will find a line item breakdown of all components necessary to complete your project in the manner consistent with industry standards. Should you have any concerns or questions please feel free to contact us at any time.

**Exclusions:**

- Engineering, architectural and/or design costs.
- Repair or changes for hidden damage or conditions not known at the time of this proposal.
- Building Department permit fees or taxes. Interstate will obtain permits at cost plus administrative labor charge of \$65.00 per hour when these are required.
- Dry or wet rot and termite damage unless addressed in the estimate.
- Landscaping work that may be incidental to the scope of work unless spelled out in our proposal.
- Payment &/or performance bonds.
- Inclement weather protection unless included in the estimate or proposal.

1830 Lockwood St., Ste. 107  
 Oxnard, CA 93036  
 Ph. (805) 988-1040  
 Fax (805) 988-8887  
 Lic # 1036759

**OSD-RECORDS-REBUILD**

**Main Level**

**Main Level**

DESCRIPTION	QTY
1. Haul debris - per pickup truck load - including dump fees	1.00 EA
2. Commercial Supervision / Project Management - per hour	4.00 HR

Prevailing Wages Contractor shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code.

a. The State of California Department of Industrial Relations has ascertained the general prevailing wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A schedule of the general prevailing wage per diem wage rates will be on file at Oxnard school district office and will be made available to any interested party upon request. By this reference such schedule is made part of the Contract Documents. Contractor shall pay not less than the prevailing per diem wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontractors to include the provision that subcontractors shall pay not less than the specified prevailing per diem wage rates to all workers employed by subcontractors in the execution of the Work.

Contractor shall forfeit to Oxnard school district, as a penalty, Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker that is paid less than the specified prevailing per diem wage rates for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any subcontractor. Such forfeiture amounts may be deducted from the Contract Sum. Contractor shall also pay to any worker who was paid less than the specified prevailing wage per diem wage rate for the work or craft for which the worker was employed for any portion of the Work, for each calendar day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

b. A certified copy of all payroll records shall be made available for inspection upon request to Oxnard school district, the State of California Division of Labor Standard Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

DESCRIPTION	Height: 8' QTY
<b>*** Insulation ***</b>	
3. Batt insulation - 10" - R30 - unfaced batt	912.00 SF
4. Batt insulation - 4" - R13 - paper / foil faced	37.67 SF
<b>*** Drywall ***</b>	
5. 5/8" drywall - hung, taped, floated, ready for paint	912.00 SF
6. 1/2" - drywall per LF - up to 2' tall	18.83 LF
Labor to help hang drywall on the ceiling	
<b>*** Paint ***</b>	
7. Paint the walls and ceiling - two coats	1,884.00 SF
<b>*** Finish Items ***</b>	
8. Cove base molding - rubber or vinyl, 6" high	121.00 LF
9. Material Only Light fixture - Standard grade	8.00 EA
10. Finish Carpenter - per hour	6.00 HR
Labor to detach and reset the water line hanger system	
Install Lights	

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Grand Total \$12,304.90

Blake Schoemann  
 Senior Project Director

**Grand Total Areas:**

972.00 SF Walls	912.00 SF Ceiling	1,884.00 SF Walls and Ceiling
912.00 SF Floor	101.33 SY Flooring	121.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	124.00 LF Ceil. Perimeter
912.00 Floor Area	953.78 Total Area	972.00 Interior Wall Area
1,120.00 Exterior Wall Area	126.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Unless specifically noted to the contrary, the following Noted apply to the Scope of Work/Estimated (Estimate) and FORM A PART OF AND INCLUDED IN YOUR CONTRACT WITH INTERSTATE:

1. This Estimate is the Confidential and Proprietary Property of Interstate. The information contained herein may only be utilized by the person to whom Interstate presented this Estimate. The estimate and information in the estimate may not be used by any other person or entity without the express written consent of Interstate, which may be withheld for any reason.
2. More than one Estimate may be prepared at differing points in time and for differing purposes. Only the final, latest in time Estimate is the applicable Estimate. This Final Estimate is the one that is referenced in your contract and defines the Scope Work to be performed by Interstate on this particular project. In the event of a discrepancy between the final Estimate and correspondence or any other Contract document, including plans and specifications, the Estimate shall control.
3. The information contained in this Estimate is compiled from many sources including physical inspection and information provided by your insurance Carrier where applicable. The inclusion and exclusion of items to be performed on your Project was ultimately determined by your insurance Carrier. If you believe or later determine that some other work should be included in the Estimate which has not been included, you understand and agree that the issue is between yourself and your Insurance Carrier.
4. All items presented for consideration in this scope are based solely on our experience as contractors/consultants. Interstate reserves the right to amend the Estimate pending review of all or part of this Estimate by independent architects, engineers, other design professionals and/or consults. The cost of any independent review is not included in this scope.
5. All documents generated by Interstate remain the sole property if Interstate and any unauthorized use or distribution shall be at the recipient's sole risk and without any liability to Interstate.
6. Cost of work or supervision/management to obtain any permit, coordinate any inspection or to meet any applicable code and/or regulatory requirement may not be included in this scope.
7. Included tax, if any, is subject to final review and adjustment at the time of billing meet the appropriate rate(s).
8. This Estimate may contain items for which an allowance has been provided. An allowance is used in a situation where the actual amount has not been determined. The actual amount to perform the identified task may be more or less depending upon circumstances that have not been identified at the time the allowance item is utilized. Neither the Owner nor anyone else



## Interstate Restoration

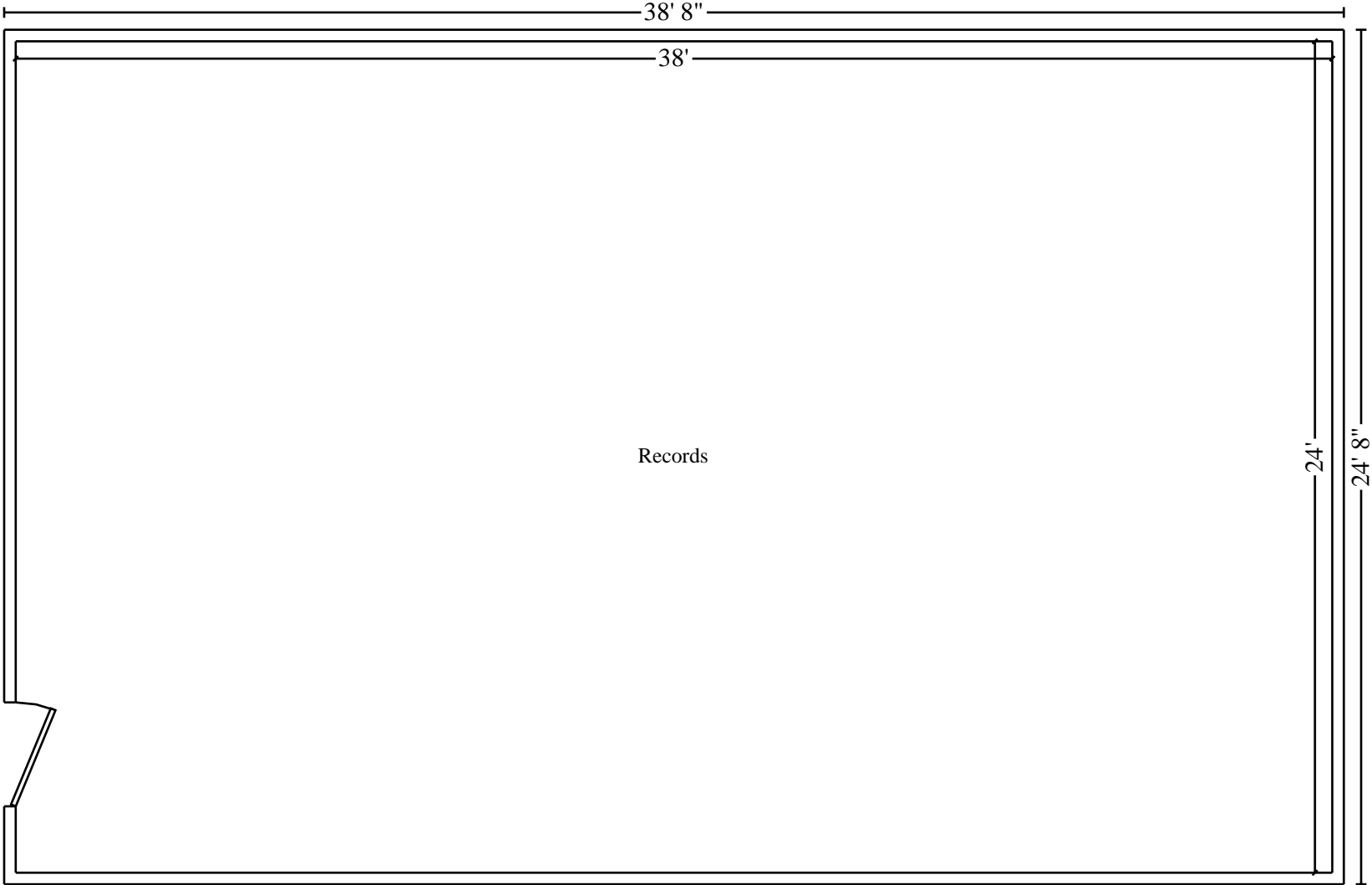
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Fax (805) 988-8887  
Lic # 1036759

utilizing this Estimate may rely upon the number utilized in the allowance. Interstate expressly disclaims any responsibility, therefore, with regard to allowances.

9. Unless indicated otherwise, all labor is based upon unfettered access to the Project and regular labor rates. **NO OVERTIME IS INCLUDED.** If special labor rates are required, such as prevailing wages, there may be additional costs. This estimate does not include delays during weather, strikes, unavailability of materials, governmental entities or like circumstances.

10. No work shall be added or deleted outside the estimate being performed without an agreement in writing from both parties.



Records



Main Level

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #19-216 - Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)**

---

At the Board Meeting of September 16, 2020, the Board of Trustees approved Agreement #19-216 with Ventura County Office of Education (VCOE), for the 2019-2020 school year, to provide exceptional services to a special education student that consists of support from Special Circumstances Paraeducators (SCP's), in the amount of \$23,629.32.

Amendment #1, in the amount of \$969.54, is required to adjust the final total through the end of the 2019-2020 school year, for a new total Agreement of \$24,598.86.

**FISCAL IMPACT:**

\$969.54 - Special Education Funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-216 with VCOE for Paraeducator Services in the amount not to exceed \$969.54.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #19-216, Ventura County Office of Education \(1 Page\)](#)



# Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

## ADDENDUM TO AGREEMENT (OX105A-19/20)

October 28, 2020

Oxnard School District  
Agreement # OX105A-19/20

School attending: Triton Academy  
NM100105

Addendum to Special Circumstance Educational Support services as specified below:

**Addendum requested by District due to previous estimated cost not covering all funds.**

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 1,944 weekly.

6. The term of this contract shall begin 1/24/2020 (IEP date~1/23/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>1/24/2020-6/5/2020</u>
--	--

Original Estimated Cost: \$23,629.32

Amount added/owed: \$969.54

**New Total Estimated Cost: \$24,598.86**

Requested by: [Signature]  
Special Education Authorized Representative

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

Approved by: \_\_\_\_\_  
(VCOE) Director, Business Services

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

Accepted by: \_\_\_\_\_  
DOR Authorized Representative

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

Title: Director, Purchasing



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 24, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NM100105, a Special Education pupil who is a resident of DISTRICT and currently attends Triton Academy, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for 1,944 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/24/2020 (IEP date~1/23/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2019-2020</u> <u>1/24/2020-6/5/2020</u>	UPCOMING: <u>2020-2021</u>
<b>ESTIMATED COSTS:</b>	\$ <u>23,629.32</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 23,629.32



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Academic Agreement

**Ratification of Amendment #1 to Agreement/MOU #20-14 – kid-grit, LLC (DeGenna/Shea)**

At the Board Meeting of August 5, 2020, the Board of Trustees approved Agreement #20-14 with kid-grit, LLC to provide social and emotional curriculum and training to the After School program at five school sites, for the 2020-2021 school year, in the amount of \$6,600.00.

Amendment #1, in the amount of \$25,000.00, is required to provide this same training to all After School program staff. The original contract covered one group of five schools and this amendment extends the program to all twenty After School program sites, for a new total agreement amount of \$31,600.00.

**FISCAL IMPACT:**

Not to exceed \$25,000.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement/MOU #20-14 with kid-grit, LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[#20-14 Agreement-MOU - kid-grit LLC \(2 Pages\)](#)

**Amendment #1 to Agreement # 20-14 with  
kid-grit, LLC  
December 16, 2020**

At the Board Meeting of August 5, 2020, the Board of Trustees approved Agreement #20-14 with kid-grit, LLC to provide social and emotional curriculum and training to the After School program at five school sites, for the 2020-2021 school year, in the amount of \$6,600.00.

Amendment #1, in the amount of \$25,000.00, is required to provide this same training to all After School staff. The original contract covered one group of five schools and this amendment extends the program to all twenty After School program sites.

**KID-GRIT, LLC:**

By: \_\_\_\_\_  
Julia Gabor

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

**OXNARD SCHOOL DISTRICT:**

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

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

**AGREEMENT #20-14 BETWEEN kid-grit, LLC AND OXNARD SCHOOL DISTRICT  
FOR ENRICHMENT**

The scope of this document is to define the roles and responsibilities of kid-grit and the Oxnard School District (OSD). The purpose is to provide a holistic approach to social emotional learning and mindfulness for schools in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that KID-GRIT, LLC and OSD will work together to provide an enrichment program for students in Oxnard. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. kid-grit, LLC agrees to:

a. Provide a full day professional development training at a cost of \$3500. The training will include: 3.5 hours of hands on training in mindfulness and SEL activities for front line staff and 3 hours of lessons analysis and collaborative planning for program implementation.

b. Provide a total of 4 site visits at a cost of \$500 each, \$2000 total, to be scheduled within a week of launching the program which will include:

- i. Classroom observations
- ii. Supportive coaching sessions with front line staff
- iii. Reflections paper sent to managers/admirative staff post site visit and coaching sessions
- iv. Variations may be discussed with kid-grit, LLC

c. Provide 5 copies of the kid-grit, LLC curriculum (25 hours of hands on, CASEL aligned, SEL and mindfulness activities and action projects) at a total cost of \$999.

d. Provide an insurance certificate meeting the requirements of OSD.

e. Provider agrees to defend, indemnify, and hold harmless OSD, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the OSD, or loss or theft of such Property, done or caused by such persons. OSD assumes no responsibility whatsoever for any property placed on OSD premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it

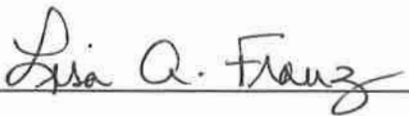
may have against the OSD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the OSD or any of its officers, agents, employees, and/or volunteers.

2. The OSD agrees to:

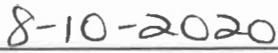
- a. Provide site for workshop.
- b. Pay a one-time fee of \$100 for the insurance certificate.
- c. Provide presentation equipment as requested.

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2020-June 30, 2021.

**For Oxnard School District:**

  
\_\_\_\_\_

Lisa A. Franz, Director, Purchasing

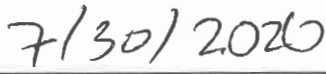
  
\_\_\_\_\_

Date

**For kid-grit, LLC:**

  
\_\_\_\_\_

Julia Gabor, Founder

  
\_\_\_\_\_

Date

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #20-82 – Olvera Psychological and Educational Consulting Services (DeGenna/Edwards)**

---

At the Board Meeting of October 21, 2020, the Board of Trustees approved Agreement #20-82 with Olvera Psychological and Educational Consulting Services to provide consultant services to the Special Education Services Department, in the amount of \$30,000.00, during the 2020-2021 academic year.

Amendment #1 is now required to include professional development support during the 2020-2021 academic year, in the amount of \$3,000.00, for a new total agreement amount of \$33,000.00.

**FISCAL IMPACT:**

Not to exceed \$3,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-82 with Olvera Psychological and Educational Consulting Services.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #20-82, Olvera Psychological & Educational Consulting Services \(2 Pages\)](#)

**Amendment #1 to Agreement #20-82 with  
Olvera Psychological and Educational Consulting Services  
December 16, 2020**

At the Board Meeting of October 21<sup>st</sup>, 2020, the Board of Trustees approved Agreement #20-82 with Olvera Psychological and Educational Consulting Services to provide consultant services to the Special Education Services Department, in the amount of \$30,000.00, during the 2020-2021 academic year.

Amendment #1 is now required to include professional development support during the 2020-2021 academic year, in the amount of \$3,000.00, for a new total agreement amount of \$33,000.00.

**Olvera Psychological and Educational Consulting Services:**

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

Dr. Pedro Olvera, Educational Psychologist  
*Typed Name/Title*

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

**Oxnard School District:**

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

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

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

# Dr. Pedro Olvera

## Licensed Educational Psychologist #2975

Bilingual Clinical Director  
 714-609-3806 (Phone)  
 dr.pedro.olvera@gmail.com (email)

ORANGE COUNTY/LOS ANGELES  
 5211 E. Washington Blvd. Ste. 2-155  
 Commerce, CA 90040

SAN DIEGO  
 PO BOX 1003  
 Spring Valley, CA 91979

### Independent Contractor Agreement/Services Agreement

The Agreement is made this 21st day of October 2020 by Oxnard School District ("District") and Dr. Pedro Olvera (Independent Contractor). An Independent contractor is an independent contractor willing to provide specific skills and abilities that the District requires. In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Company and Independent Contractor agree as follows:

1. The District hereby contracts with Dr. Pedro Olvera as an independent contractor, and the Independent Contractor hereby accepts the offer.
2. The term of this agreement shall commence on 10/22/2020 and end 6/30/2021. After the first thirty 30 days of the term, either party may, without cause, terminate this agreement by giving Dr. Pedro Olvera 30 days by providing written notice to the other.
3. The District shall pay Dr. Pedro Olvera, and he shall accept as compensation for all services to be provided pursuant to this agreement, the sum of:
  - **\$5,000.00** per psychoeducational/neuropsychological (Bilingual and English) assessment, which includes all testing materials and IEP\* time.  
 \*IEP time includes two hours of phone/video participation.
4. Dr. Pedro Olvera is responsible for all taxes. Dr. Pedro Olvera will provide his insurance (Professional, General, and Sexual Misconduct). Dr. Pedro Olvera will cover all travel or related expenses.
5. Dr. Pedro Olvera may engage in other business activities provided, however, that Dr. Pedro Olvera shall not solicit the District's employees or clients during this Agreement.
6. If Dr. Pedro Olvera becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity, or death, compensation shall cease upon the event's happening.

7. Neither party may assign this Agreement without the express written consent of the other party.

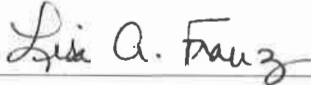
9. Dr. Pedro Olvera is an Independent Contractor, and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent, or employee of the District, nor shall either party have any authority to bind the other.


10. It is agreed that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

11. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

12. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Intending to bound legally, the parties hereto have caused this Agreement to be executed as of the date first above written.

BY  10-22-2020  
Lisa A. Franz, Director, Purchasing  
(District; Name/Please Print and Sign; Date)

BY:  Dr. Pedro Olvera 09/15/2020  
(Independent contractor; Name/Please Print; Date)



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-86 – Casa Pacifica School (DeGenna/Edwards)**

---

Requesting ratification for Non-Public School (NPS) services for Student EM111207, for the 2020-2021 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition:	\$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)
Transportation:	\$52.00 Round trip daily rate, for 200 days = \$10,400.00
Speech:	\$128.00/hour x 5.5 hours per year = \$704.00
Occupational Therapy:	\$105.00/hour x 11 hours per year = \$1,155.00
Intensive Individual Svcs.:	\$39.00/hour x 25.25 hours per week x 43 weeks = \$42,344.25
Grand Total:	\$91,603.25 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-86 with Casa Pacifica School, NPS.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-86, Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #20-86

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of December 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: EM111207**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2020-2021** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 2021; a \$52 daily rate for round trip transportation for 200 days; speech services for \$128/hour for 5.5 hours per year; occupational therapy services for \$105/hour for 11 hours per year; and intensive individual services for \$39/hour for 25.25 hours per week for 43 weeks, in the amount not to exceed \$91,603.25.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-86

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$91,603.25** for **Student: EM111207**.

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-86

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-86

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-87 – Casa Pacifica School (DeGenna/Edwards)**

---

Requesting ratification for Non-Public School (NPS) services for Student JR062907, for the 2020-2021 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition:	\$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)
Transportation:	\$52 Round trip daily rate, for 200 days = \$10,400.00
Speech:	\$128.00/hour x 25.3 hours/year = \$3,238.40
Intensive Individual Services:	\$39.00/hour x 25.25 hours per week x 43 weeks = \$42,344.25
Behavior Intervention Services:	\$100.00/hour x 5 hours per week x 43 weeks = \$21,500.00
Grand Total:	\$114,482.65 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-87 with Casa Pacifica School, NPS.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-87, Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #20-87

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of December 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JR062907**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2020-2021** school year at a daily rate of \$185.00 per day for 200 days; this includes 20 days of extended school year through July 2021, a \$52 daily rate for round trip transportation, speech services for \$128/hour for 25.3 hours/year, for intensive individual services for \$39/hour for 25.25 hours/week for 43 weeks, and behavior intervention services for \$100/hour for 5 hours/week for 43 weeks, in the amount not to exceed \$114,482.65.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-87

### Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$114,482.65** for **Student: JR062907**

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





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-87

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-87

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-88 – Casa Pacifica School (DeGenna/Edwards)**

---

Requesting ratification for Non-Public School (NPS) services for Student TV102807, for the 2020-2021 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition:	\$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)
Transportation:	\$52 Round trip daily rate, for 200 days = \$10,400.00
Speech:	\$128.00/hour x 11 hours/year = \$1,408.00
Grand Total:	\$48,808.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-88 with Casa Pacifica School, NPS.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-88, Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #20-88

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of December 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: TV102807**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2020-2021** school year at a daily rate of \$185.00 per day for 200 days; this includes 20 days of extended school year through July 2021, a \$52 daily rate for round trip transportation, speech services for \$128/hour, for 11 hours/year, in the amount not to exceed \$48,808.00.
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-88

### Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$48,808.00** for **Student: TV102807**

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-88

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-88

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-95 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)**

---

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students: IO111109 - \$41,650.92  
              JM111710 - \$39,051.94

**FISCAL IMPACT:**

\$80,702.86 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-95 with VCOE for Paraeducator services in the amount not to exceed \$80,702.86.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-95, Ventura County Office of Education \(2 Pages\)](#)





### For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 26, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IO111109, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/26/2020 (IEP date~10/8/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> <u>10/26/2020-6/10/2021</u> (ESY: <u>6/14/2021-6/30/2021</u> )	UPCOMING: <u>2021-2022</u> (ESY: <u>7/1/2021-7/9/2021</u> ) <u>8/18/2021-10/8/2021</u>
<b>ESTIMATED COSTS</b>	\$ <u>41,650.92</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Title: Director, Purchasing

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

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

Estimated Cost \$ 41,650.92



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 2, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/2/2020** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	10/2/2020-06/10/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/19/2021-10/7/2021
<b>ESTIMATED COSTS:</b>	\$ <u>39,051.94</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

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

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

Estimated Cost \$ 39,051.94

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-99 – Alternative Behavior Strategies, LLC  
(DeGenna/Edwards)**

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Alternative Behavior Strategies, LLC will provide consultant services to the Special Education Services Department during the 2020-2021 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

**FISCAL IMPACT:**

Not to exceed \$500,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-99 with Alternative Behavior Strategies, LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-99, Alternative Behavior Strategies LLC \(2 Pages\)](#)



## OSD AGREEMENT #20-99

### ABS SERVICES AGREEMENT (School/District)

This **AGREEMENT** is made and entered into this 16th day of December 2020, by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC hereinafter called the "**ABS**".

**WHEREAS**, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

**WHEREAS**, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

**NOW THEREFORE**, it is mutually agreed by the parties hereto as follows;

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on 7/1/2020 and continue for duration of the 2020-2021 school year.

2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.

3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:

- a. *Behavior Intervention Implementation:* \$82/hour
- b. *Behavioral Intervention Development:* \$112/hour.
- c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
- d. *Invoicing.* ABS will submit periodic invoices to the School at the following address:

**Attn:** Special Education Dept.

**Address:** 1051 South A Street, Oxnard, CA 93030

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the sole property of the School and no reproduction of any portions of the work may be made in any form without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with, any government mandated background check as such may be required by the School prior to the start of services.

7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the ABS is traveling to or from School property, or services-related location.

8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the forgoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.

9. **CONFIDENTIALITY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.

10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

**IN WITNESS WHEREOF,** the parties hereto execute this Agreement.

**Alternative Behavior Strategies, LLC**

BY: \_\_\_\_\_

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

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

**Oxnard School District(School)**

BY: \_\_\_\_\_

Name: Lisa A. Franz, Director, Purchasing

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-100 – Ponzuric Learning Solutions (DeGenna/Edwards)**

Jenny Ponzuric of Ponzuric Learning Solutions provided virtual training on October 28, 2020, to assist the Oxnard School District Special Education Services Department in the continued implementation of the Pattern of Strength and Weaknesses (PSW) Model for SLD Identification. Ms. Ponzuric worked collaboratively with the leadership team to develop, implement, and deliver professional development for the newly hired school psychologists.

**FISCAL IMPACT:**

Total not to exceed \$1,000.00 – Special Education Funds

**RECOMMENDATION:**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-100 with Ponzuric Learning Solutions.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-100, Ponzuric Learning Solutions \(13 Pages\)](#)  
[Proposal \(2 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #20-100

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Ponzuric Learning Solutions (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 28, 2020** through **October 29, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Thousand Dollars (1,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Edwards  
Phone: 805.385.1501 x2175  
Fax: 805.487.9648

To Consultant: Ponzuric Learning Solutions  
PO Box 5643  
Chatsworth, CA 91313  
Attention: Jenny L. Ponzuric  
Phone: (818) 481.6089  
Email: [jljconsulting1@gmail.com](mailto:jljconsulting1@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.** DANIELLE EDWARDS shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
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:**

**PONZURIC LEARNING SOLUTIONS:**

\_\_\_\_\_  
*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 #20-100

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-100**

**SERVICES**

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

**\*SEE ATTACHED PROPOSAL**

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

N/A

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/S	
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 #20-100

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-100**

**COMPENSATION**

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

**Total compensation not to exceed \$1,000.00**

**II. Consultant may 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 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 \$1,000.00, as provided in Section 4 of this Agreement.**



- Not Project Related
- Project #20-100

~~**EXHIBIT C**~~  
~~**TO AGREEMENT FOR CONSULTANT SERVICES #20-100**~~

~~**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) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).~~

~~(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:~~

<del>Accountants, Attorneys, Education Consultants,</del>	<del>\$1,000,000</del>
<del>Nurses, Therapists</del>	

<del>Architects</del>	<del>\$1,000,000 or \$2,000,000</del>
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<del>Physicians and Medical Corporations</del>	<del>\$5,000,000</del>
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~~**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 #20-100

~~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 #20-100

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-100**

**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, **PONZURIC LEARNING SOLUTIONS**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



PO Box 5643  
Chatsworth, CA 91313-5643  
Phone: 818-481-6089  
E-Mail: jennyponzuric@gmail.com

To: Oxnard School District

From: Jenny Ponzuric

Date: 10/12/2020

#### SCOPE OF WORK:

To assist the Oxnard School District in the continued implementation of the Pattern of Strengths and Weaknesses (PSW) Model for SLD Identification, Jenny Ponzuric will work collaboratively with the leadership team to develop, implement and deliver professional development for the newly hired school psychologists.

#### TRAINING INFORMATION:

Wednesday, October 28, 2020 8:30-3:30

Jenny Ponzuric will provide a virtual training for the newly hired school psychologists. Learning objectives will include:

- Overview of the Dual Discrepancy/Consistency PSW Method
- Understanding of how to set up an assessment battery for SLD Identification
- Navigation/use of the XBASS software program

The training will be recorded and the replay of the training will be provided to the district for psychs to replay and reference.

Dates of Service: Academic School Year 2020-2021

<b>Associated Fees</b>	
Speaker Fee	<ul style="list-style-type: none"><li>• \$1000 for full-day in-person or virtual presentation</li></ul>
Travel Reimbursement:	<ul style="list-style-type: none"><li>• n/a for virtual trainings</li></ul>

**Presenter Bio:**

Jenny Ponzuric, Educational Consultant, is one of the lead trainers on the Ventura County SELPA PSW Model and has provided presentations on the topic of PSW to over 50 districts/SELPA's within the state of CA. She served as a Director in Teacher Support Services within the Ventura County Office of Education for over three years. Prior to coming to the county office, Jenny worked as a school psychologist for the Conejo Valley Unified School District for 13 years. She is a Past President of both the CA Association of School Psychologists and the Ventura County Association of School Psychologists. Jenny has also earned her Post-Graduate Certificate in School Neuropsychology.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-102 - Ventura County Office of Education  
(DeGenna/Edwards)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide ASL Interpreter exceptional services to a special education student that consists of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Student: JM111710

**FISCAL IMPACT:**

\$72,940.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-102 with the Ventura County Office of Education for ASL Interpreter SCP services, in the amount of \$72,940.00.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-102, Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective August 19, 2020 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/19/2020 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	<u>8/19/2020-6/10/2021</u> (ESY: <u>6/14/2021-6/30/2021</u> )	<u>(ESY: 7/01/2021-7/9/2021)</u>
<b>ESTIMATED COSTS:</b>	\$ <u>72,940.00</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature

Accepted By: *[Signature]*  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 72,940.00

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Academic Agreement

**Ratification of Agreement #20-103 - Ventura County Office of Education  
(DeGenna/Valdes)**

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This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Quality Counts Ventura County (QCVC). Through this agreement, the Oxnard School District will receive funding to maintain and increase access to high quality preschools for children 3 to 5 years of age. This agreement provides funds for professional development, technical assistance, and costs of materials.

Term of the Agreement:      October 1, 2020 through June 30, 2021

**FISCAL IMPACT:**

Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$43,800.00.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Early Childhood Education Programs, that the Board of Trustees ratify Agreement #20-103 with the Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-103, Ventura County Office of Education \(37 Pages\)](#)





### Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2020 by and between Ventura County Office of Education (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District  
Provider  
1051 South A Street  
Street Address

Oxnard, CA 93030  
Tax Identification or Social Security Number  
City, State, Zip

**SERVICES.**

See Attached Statement of Work

Description of Services to be performed	Hour(s) of Service	Location
<u>October 1, 2020 - June 30, 2021</u>	<u>N/A</u>	<u>See Statement of Work</u>

**FEES.**

Compensation for Services \$ 43,800.00  
 \*Please indicate Honorary/Per-day/Hour/Session/Quarter/Lump sum  
 Covered Expenses  Yes (Itemize below)  No \$ 0.00  
 \*Original itemized receipts required  
 Total not to exceed \$ 43,800.00

**ENCUMBERED**  
10/20/2020

**PROVIDER REQUIREMENTS.**

- W-9
- Signed IRS 20 Factor Checklist
- Signed Travel policy
- Other
- Certificates of Insurance
- Fingerprint Certification
- Out-of-State Withholding waiver (See Tax Notice)

**CONDITIONS.** Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor.

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

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

**CANCELLATION CLAUSE.** No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

**PAYMENT.** Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**GOVERNING LAW AND VENUES.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**COPYRIGHT.** Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

**DISPUTE RESOLUTION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

**INSURANCE.** Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

**INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Superintendent, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

**ACKNOWLEDGEMENT AND AGREEMENT.** I have read this agreement and agree to its terms.

Lisa Franz, Director  
 Provider/Representative's name and title (print)  
Mabel Muñoz, Director, ECP  
 VCOE Program Manager  
Lisa Cline, Executive Director, IBS  
 VCOE Authorized Representative

Signature [Signature]  
 Signature [Signature]  
 Signature [Signature]

Date 9/28/20  
 Date 10-8-2020  
 Date

For VCOE use only: 120-5800-6127-0-8500-2100-000-290-3311-0; \$2,000  
 Charge to Account: 120-5800-6127-0-8500-2100-000-290-0000-0; \$41,800 Contract not to exceed. \$ 43,800.00  
 Completion of Services confirmation & approval for payment. \_\_\_\_\_ Date \_\_\_\_\_  
 Department Contact: Melanie Edmunds x1514 Program Manager DE542 N/A  
 Name & Phone

**STATEMENT OF WORK**  
**JULY 1, 2020 – JUNE 30, 2021**  
**CONTRACT # C21-00175**

**Oxnard School District** (hereinafter referred to as “PROVIDER”), thorough participation in the Quality Counts Ventura County (QCVC), is eligible to receive a CSPP QRIS Block Grant for sustaining high-quality preschools at each state-funded site that is rated Tier 4 or higher on the *Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

**FUNDING**

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Learning and Care Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of three (3) and five (5) years old.

Center-based sites, rated at Tier 4, will receive \$2,700 per classroom and sites, rated at Tier 5, will receive \$3,700 per classroom. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites Quality Improvement Plan (QIP).

The **actual** Block Grant amount, in the Table I below, is based on the identified participating site(s) active rating. For Tier 2-3 sites, ratings will expire three (3) years from the rating date, and Tier 4-5 sites, ratings will expire five (5) years from the rating date.

Table I

<b>Block Grant Actual Allocation</b>										
Active Rating	Participation Site(s)	Part-day Classroom	Full-day Classroom	Allocation	Part-day total	Full-day total	Full day adjustment	Adjustment Total	Total	
4	Driffill Preschool	2		2,700	5,400	0	0.5	0.00	5,400	
5	Harrington	2		3,700	7,400	0	0.5	0.00	7,400	
4	Ritchen	2		2,700	5,400	0	0.5	0.00	5,400	
4	Rose Avenue Preschool	2		2,700	5,400	0	0.5	0.00	5,400	
4	San Miguel Preschool	2		2,700	5,400	0	0.5	0.00	5,400	
4	Sierra Linda	2		2,700	5,400	0	0.5	0.00	5,400	
	Lemonwood*	Quality Improvement Stipend								2,000
<b>TOTAL ACTUAL AMOUNT:</b>									<b>\$36,400</b>	

\*Quality Improvement Stipend is tentative on sites opening in 20-21.

The **projected** Block Grant amount, in Table II below, is based on the identified participating site(s) reaching a Tier 5 rating by June 2021 on the *Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework*.

Table II

<b>Block Grant Projected Allocation</b>								
Participation Site(s)	Part-day Classroom	Full-day Classroom	Allocation	Part-day total	Full-day total	Full day Adjustment	Adjustment Total	Total
Ramona	2		3,700	7,400	0	0.5	0.00	7,400
<b>TOTAL PROJECTED AMOUNT AVAILABLE:</b>								<b>\$7,400</b>

## **QUALITY ASSURANCES**

The PROVIDER agrees to the following:

- Independent assessment using The Classroom Assessment Scoring System (CLASS), if deemed appropriate
- Independent assessment using the Environment Rating Scale (ERS), if deemed appropriate
- Post Evaluation Notices (Exhibit B) prior to any CLASS and/or ERS assessment(s) in or near classroom(s) to inform providers, teachers, and parents about the use of data collected during assessment(s)
- Develop, implement, and revise a quality improvement plan twice annually
- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.
- Agree to receive Early Childhood Program’s newsletters and correspondence.

## **DATA COLLECTION**

The SUPERINTENDENT utilizes the iPinwheel Data System operated by Early Quality Systems, Inc. to store and track data from programs participating in QCVC. The PROVIDER will identify an Agency Administrator and a Data Representative to facilitate and implement the web-based iPinwheel Data System, and provide the following data:

- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring)
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating)

Data may be synched or exported from PROVIDER’s data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. Information/data not provided by the PROVIDER’s data system will need to be entered manually.

## **DATA PRIVACY COMPLIANCE**

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc., (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.’s services must implement procedures and protective measures to assure compliance with current federal statutes and California state privacy requirements, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”) and the Children’s Internet Protection Act (“CIPA”), California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (“SOPIPA”), and other applicable federal and California State laws.

- **California Student Data Privacy Agreement (“DPA”)**, is hereby incorporated into and made a part of this Agreement; the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the above as outlined in the DPA.

PROVIDER is responsible for obtaining consent and authorization from parent/guardian (child data) and site staff (see “Data Collection”) for sharing data with VCOE and the iPinwheel database (operated by Early Quality Systems, Inc).

**INVOICING**

Block Grant payments will be processed after **March 1, 2021** or upon finalized active rating(s) for all applicable sites. Invoices must be submitted to:

Early Childhood Programs  
Ventura County Office of Education  
5100 Adolfo Rd.  
Camarillo, CA 93012

**Please note:** Programs will be held harmless, unless future guidance from the California Department of Education notes otherwise, for:

1. non-operation due to state or local health requirements
2. implementation of distance learning in lieu of face-to-face operation per requirements or limitations because of operating on an LEA campus

In these cases, programs will be funded based on their prior operating year

**REPORTING**

The PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. Block Grant funds must be used to support, maintain or improve quality for children three (3) to five (5) years old. The PROVIDER will provide an electronic copy of the *Block Grant Expenditure Report* (see Exhibit C) or other reporting requirement as updated by the California Department of Education. Expenditure reports are due no later than **July 10, 2021**.

**ATTACHMENTS**

1. *California Student Data Privacy Agreement (“DPA”)*
2. *Exhibit A – Quality Counts Ventura County Quality Rating and Improvement System Quality Continuum Framework*
3. *Exhibit B – Quality Counts California (QCC) Evaluation Notices*
4. *Exhibit C – Block Grant Expenditure Report*



## QUALITY COUNTS VENTURA COUNTY RATING MATRIX

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
<b>CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS</b>				
<b>Child Observation</b>				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations &amp; Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
<b>Developmental and Health Screenings</b>				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care <i>Licensing form LIC 701 "Physician's Report - Child Care Centers"</i> ) used at entry, then: <ol style="list-style-type: none"> <li>1. Annually <b>OR</b></li> <li>2. Ensures vision and hearing screenings are conducted annually</li> </ol>	<input type="checkbox"/> Program works with families to ensure screening of all children using a <b>valid and reliable developmental screening tool</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ</b> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ &amp; ASQ-SE</b> , if indicated, at entry, annually, and then as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <b>AND</b> <input type="checkbox"/> Meets Criteria from point level 2
<b>CORE II: TEACHERS AND TEACHING</b>				
<b>Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)</b>				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <b>or</b> Associate Teacher Permit <input type="checkbox"/> <b>FCCH:</b> 12 units of ECE/CD <b>or</b> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <b>or</b> Teacher Permits <b>AND</b> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <b>or</b> Site Supervisor Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field with 24+ units of ECE/CD OR master's degree in ECE/CD <b>or</b> Program Director Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually
<b>Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)</b>				

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>2</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015; VCOE Rev. 5.8.2017; Effective July 1, 2017 (updated July 1 2020)

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support - 5</li> <li>▪ Classroom Organization – 5</li> <li>▪ Instructional Support –3</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5</li> <li>▪ Engaged Support for Learning – 3.5</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.0</li> </ul>	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support – 5.5</li> <li>▪ Classroom Organization – 5.5</li> <li>▪ Instructional Support – 3.5</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5.5</li> <li>▪ Engaged Support for Learning – 4</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.5</li> </ul>
<b>CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership</b>				
<b>Ratios and Group Size (Centers Only beyond licensing regulations)</b>				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler – 4:16</b> <b>Toddler – 3:18</b> <b>Preschool – 3:36</b>	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler– 3:12</b> <b>Toddler – 2:12</b> <b>Preschool– 2:24</b>	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler – 3:12 or 2:8</b> <b>Toddler – 2:10</b> <b>Preschool – 3:24 or 2:20</b>	<input type="checkbox"/> Center - Ratio: Group Size  <b>Infant/Toddler – 3:9 or better</b> <b>Toddler – 3:12 or better</b> <b>Preschool – 1:8 ratio and group size of no more than 20</b>
<b>Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)</b>				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 <u>OR</u> Current National Accreditation approved by the California Department of Education
<b>Director Qualifications (Centers Only)</b>				

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>2</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
 VCOE Rev. 5.8.2017; Effective July 1, 2017 (updated July 1 2020)

1 POINT License in Good Standing	2 POINTS Intermediate	3 POINTS Good	4 POINTS Advanced	5 POINTS High-Quality
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 <sup>1</sup>	Common-Tier 3	Common-Tier 4	Local-Tier 5 <sup>2</sup>
Centers 7 Elements for 35 points	Blocked (7 Points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs 5 Elements for 25 points	Blocked (5 Points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
Additional Local Tier Requirement(s)					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview <u>and</u> Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)*  *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>2</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
VCOE Rev. 5.8.2017; Effective July 1, 2017 (updated July 1 2020)



## Quality Counts California Guidelines for Observation Notices

### What are Observation Notices and why are they used?

The *Observation Notice for Teachers* and *Observation Notice for Parents* provide information about research activities to Quality Counts California (QCC) participants. The notices explain observation activities, what it means to participate, restate the First 5 California (F5CA) *Data Ethics Policy*, and provide contact information for QCC staff and the Committee for the Protection of Human Subjects (CPHS). All teachers and parents of children in classrooms receiving Classroom Assessment Scoring System® (CLASS®) or Environment Rating Scales (ERS) observations must be notified and have an opportunity to ask questions.

### Do CLASS® or ERS observations also require consent forms?

No, because Observation Notices are provided, consent forms are not required from teachers or parents/guardians.

### When should Observation Notices be used?

Observation Notices should be used if the following statements apply at a QCC site:

- CLASS® or ERS observations take place in a site receiving First 5 IMPACT or California Department of Education (CDE) Block Grant funds.
- Results from any CLASS® or ERS observations will be included in the Common Data File you submit to F5CA and the CDE.

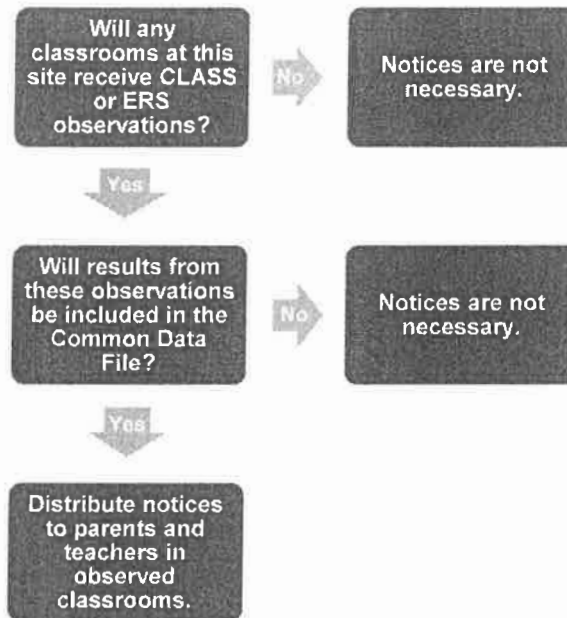
The key principle is that the notices be read by teachers and parents of children who will receive a classroom observation through QCC. After identifying appropriate classrooms with the following decision map:

- *Observation Notice for Teachers* must be posted in the classroom or provided individually to teaching staff.
- *Observation Notice for Parents* should be posted in a conspicuous place in or near classrooms (e.g., door of the classroom) and should clearly identify the classroom receiving the observation. Teachers also may distribute Observation Notices directly to parents.





The decision map below will help you determine whether or not to notify teachers and parents of scheduled classroom observations.



### Whom do I contact if I have questions about the purpose of Observation Notices?

If you have questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). If you have any questions or concerns about the rights of research subjects, you can contact CPHS at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). The website for QCC is <https://qualitycountscsca.net>.



## Quality Counts California Observation Notice for Parents

Dear Parent or Guardian:

### **Your child's classroom or care setting has been selected for observation.**

Quality Counts California (QCC) is committed to improving the quality of early care and education in California. QCC is evaluating the quality of your child's preschool or care setting. The information helps teachers learn more about what children need in order to grow and learn in school and how to make classrooms better. The observation is part of an evaluation of QCC and not an evaluation about individual teachers or children.

### **What does it mean for my child's classroom or care setting to be observed?**

Trained observers will visit your child's classroom to observe how your child's teachers interact with your child and other students and how your child's classroom is organized. Observers will assess the quality of your child's classroom based on what they see. This information will help improve future QCC programs. Only authorized individuals will have access to this information. No personal information will be collected about you or your child as part of this observation. You and/or your child will not be compensated for participating in this observation.

### **Whom do I contact if I have questions about the purpose of these observations?**

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). The website for QCC is <https://qualitycountscalifornia.net>.



## Quality Counts California Aviso de Observación Para Padres

Estimado Padre o Tutor:

**El salón de clase o sitio de cuidado infantil de su hijo ha sido seleccionado para una observación.**

Quality Counts California se compromete a méjorar la calidad del cuidado y educación temprana en California. Quality Counts California está evaluando la calidad del sitio preescolar o cuidado de su hijo. La información ayudará a los maestros aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y cómo mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de maestros o niños.

### **¿Qué significa ser observado el salón o sito de cuidado infantil de mi hijo?**

Observadores capacitados visitarán el salón de su hijo para observar cómo interactúan los maestros con su hijo y los otros estudiantes y cómo está organizado el salón de clase de su hijo. Los observadores evaluarán la calidad del salón de clase de su hijo basado en lo que ellos ven. Esta información ayudará a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a esta información. No se recogerá ninguna información personal sobre usted o su hijo como parte de esta observación. Usted y/o su niño no serán compensados por participar en esta evaluación.

### **¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?**

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov). Si usted tiene alguna pregunta o inquietud acerca sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov). El sitio web de Quality Counts California es <https://qualitycountscsca.net>.



## Quality Counts California Observation Notice for Teachers

Dear Teacher:

**Your classroom or care setting has been selected to be observed as part of quality improvement efforts.**

First 5 California (F5CA) and the California Department of Education (CDE) are committed to improving the quality of early care and education in California and are evaluating quality improvement efforts at your school or child care setting.

Observations in the classroom or care setting will help F5CA and CDE learn more about what children need in order to grow and learn in school as well as how to make classrooms better. The observation is part of an evaluation of Quality Counts California (QCC) and not an evaluation about individual teachers or children.

### **What does it mean for me to participate?**

Trained observers will visit your classroom to observe how you interact with children and how your classroom or care setting is organized. Other researchers will summarize those observations to describe the quality of early care and education at your school or care setting. The information you provide will help improve future QCC programs. Only authorized individuals will have access to information you provide. Personal information about you will never be used in a way that could identify you in evaluation reports. You will not be compensated for participating in this observation.

### **Data Ethics Policy**

It is the strict policy of F5CA and the CDE that data collected for this evaluation may not be used for individual performance review, promotion, discipline, or retention decisions related to teachers, assistants, or other classroom staff. If you feel any information collected for this evaluation is used in violation of this policy, or if you have any other questions, please contact Gretchen Williams at (916) 263-5341 or [qwilliams@ccfc.ca.gov](mailto:qwilliams@ccfc.ca.gov).



**Whom do I contact if I have questions about the purpose of these observations?**

If you have any questions about QCC's evaluation of early learning quality, please contact Gretchen Williams at (916) 263-5341 or [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov).

If you have any questions or concerns about your rights as a research subject, you can contact the state Committee for the Protection of Human Subjects at (916) 326-3660 or [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov).

The website for Quality Counts California is <https://qualitycountsca.net>.



## Quality Counts California Aviso de Observación para Maestros

Estimado Maestro(a):

**Su salón de clase o sitio de cuidado infantil ha sido seleccionado para ser observado como parte de los esfuerzos de mejoramiento de calidad apoyado por Quality Counts California.**

Primeros 5 California y el Departamento de Educación de California se comprometen a mejorar la calidad del cuidado y la educación temprana en California. Quality Counts California está evaluando los esfuerzos de mejoramiento de la calidad en su escuela o establecimiento de cuidado infantil. Observaciones en el salón de clase o sitio de cuidado ayudará a aprender más sobre lo que los niños necesitan para crecer y aprender en la escuela y también como mejorar los salones de clase. La observación es parte de una evaluación del programa Quality Counts California y no sirve como una evaluación individual de algún maestro o niño.

### **¿Qué significa participar para mí?**

Observadores capacitados visitarán su salón de clase para observar cómo interactúa usted con los niños y cómo esta organizada su salón de clase o sitio de cuidados. Otros investigadores resumirán esas observaciones para describir la calidad de cuidado y educación temprana en su escuela o sitio de cuidados. La información que usted proporciona contribuirá a mejorar programas futuros de Quality Counts California. Sólo las personas autorizadas tendrán acceso a la información que usted proporciona. Nunca se utilizará su información personal en alguna manera que podría identificarlo en los informes de evaluación. Usted no será compensado por participar en esta observación.



## Política de Ética de Datos

Es la política enfática de Primeros 5 California y el Departamento de Educación de California que los datos recogidos en esta evaluación no pueden ser utilizados para la revisión del desempeño individual, promoción, disciplina, o por decisiones relacionadas con la retención de los maestros, ayudantes o personal de aprendizaje. Si usted mantiene inquietudes sobre el uso inapropiado de los datos de evaluación, o si tiene alguna otra pregunta, favor de contactar a Gretchen Williams al número telefónico (916) 263-5341 o correo electrónico a [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov).

### **¿A quién contacto si tengo preguntas sobre el propósito de estas observaciones?**

Si usted tiene alguna pregunta sobre la evaluación de Quality Counts California en cuanto a la calidad del aprendizaje temprana, favor de contactar a Gretchen Williams al (916) 263-5341 o correo electrónico a [gwilliams@ccfc.ca.gov](mailto:gwilliams@ccfc.ca.gov).

Si usted tiene alguna pregunta o inquietud acerca de sus derechos como sujeto del estudio, puede comunicarse con el Comité de Protección de Sujetos Humanos (Committee for the Protection of Human Subjects) al número telefónico (916) 326-3660 o correo electrónico a [cphs-mail@oshpd.ca.gov](mailto:cphs-mail@oshpd.ca.gov).

El sitio web de Quality Counts California es <https://qualitycountsca.net>.

NAME of Contractor			
E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Site Block Grant Spending Reporting Form		
Considering the Site QRIS Block Grant received, please indicate how much was spent in the corresponding categories.	Amount spent from July 1, 2020 - December 31, 2020	Amount spent from January 1, 2021 - June 30, 2021	Total amount spent (Columns B+ C)
<b>1000 Certified Salaries</b>			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2000 Classified Salaries</b>			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3000 Benefits</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4000 Supplies</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5000 Travel/Equipment/Contractual</b>			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Spending Categories not mentioned (please specify):</b>			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date



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

**School District/Local Education Agency:**

**Ventura County Office of Education**

**AND**

**Provider:**

**Early Quality Systems, LLC**

**Date:**

**July 1, 2020**

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Ventura County Office of Education

(hereinafter referred to as "LEA") and Early Quality Systems, LLC (hereinafter referred to as "Provider") on July 1, 2020. The Parties agree to the terms as stated herein.

#### 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

July 1, 2020

**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:

Host and manage iPinwheel software for Ventura County

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, PPRRA, 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, PPRRA, 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: Mabel Munoz  
Title: Director - Early Childhood Programs

Contact Information:  
Mabel Munoz  
mmunoz@vcoe.org  
805-437-1510

The designated representative for the Provider for this Agreement is:

Name: Claire Crandall  
Title: Director

Contact Information:  
Claire@iPinwheel.com  
760-644-9922

**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: Lisa Cline  
Title: Exec Director - Internal Business

Contact Information:  
Lisa Cline  
lccline@vcoe.org  
805-

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

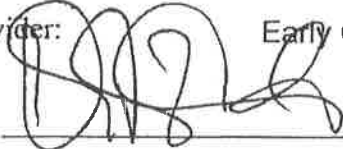
either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power,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

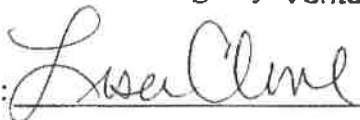
IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Early Quality Systems, LLC

BY:  Date: 6/23/2020

Printed Name: Claire Crandall Title/Position: Director

Local Education Agency: Ventura County Office of Education

BY:  Date: 7-13-2020

Printed Name: Lisa Cline Title/Position: Executive Director, Business Services

*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]**

**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/perfor- mance 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 (DI):** 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"**

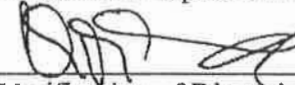
**DIRECTIVE FOR DISPOSITION OF DATA**

Ventura County Office of Education directs Early Quality Systems, LLC 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:

<b><u>Extent of Disposition</u></b> Disposition shall be:	<input type="checkbox"/> Partial. The categories of data to be disposed of are as follows:  <input checked="" type="checkbox"/> Complete. Disposition extends to all categories of data.
<b><u>Nature of Disposition</u></b> Disposition shall be by:	<input type="checkbox"/> Destruction or deletion of data.  <input checked="" 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.
<b><u>Timing of Disposition</u></b> Data shall be disposed of by the following date:	<input type="checkbox"/> As soon as commercially practicable  <input type="checkbox"/> By (Insert Date) <u>TBD</u>

  
\_\_\_\_\_  
Authorized Representative of LEA

7-13-2020  
Date

  
\_\_\_\_\_  
Verification of Disposition of Data  
by Authorized Representative of Provider

6/23/2020  
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 Ventura County Office of and which is dated July 1, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though 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: Early Quality Systems, LLC

BY: [Signature]  
Printed Name: Claire Crandall

Date: 01/23/2020  
Title/Position: Director

**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: [Signature]  
Printed Name: Lisa Cline

Date: \_\_\_\_\_  
Title/Position: \_\_\_\_\_

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

Name: Lisa Cline

Title: Executive Director

Email Address: lcline@vcoe.org

**EXHIBIT "F" DATA SECURITY REQUIREMENTS**

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

00618-00001/4274378.1

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Agreement #20-104 – E.J. Harrison & Sons Inc. – District Wide Trash Pickup Services (Penanhoat/Miller)**

---

At the Board Meeting of November 2, 2016, the Board of Trustees awarded RFP #16-01, District Wide Trash Pickup Services, and approved Agreement #16-143 with E.J. Harrison & Sons Inc. of Ventura, California for the three (3) year term of December 1, 2016 through November 30, 2019, with an option to renew for two (2) additional one (1) year periods.

Agreement #20-104 is for year 5 (final year), for the period of December 1, 2020 through November 30, 2021, in the amount not to exceed \$225,000.00.

**FISCAL IMPACT:**

\$225,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #20-104 with E.J. Harrison & Sons Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-104, E.J. Harrison & Sons Inc. \(2 Pages\)](#)

# **AGREEMENT**

## **#20-104**

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **E.J. Harrison & Sons Inc.** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

### **I**

#### **TERM**

The term of this Agreement shall be from **December 1, 2020** through **November 30, 2021**. All indemnification provisions contained in the original RFP and Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

### **II**

#### **WORK**

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

### **III**

#### **NON-FUNDING**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

### **IV**

#### **TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

**COMPENSATION**

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI

**METHOD OF PAYMENT**

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

**CONTRACT DOCUMENTS**

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**E.J. HARRISON & SONS INC.:**

**OXNARD SCHOOL DISTRICT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
*(print or type)*

Name: Lisa A. Franz

Title: \_\_\_\_\_

Title: Director, Purchasing

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

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

Approved by Board of Trustees on: \_\_\_\_\_  
Item No.: \_\_\_\_\_



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Agreement #20-105 – Dial Security – Alarm Monitoring/Maintenance Services (Penanhoat/Miller)**

---

At the Board Meeting of October 5, 2016, the Board of Trustees awarded Bid #16-02, Alarm Monitoring/Maintenance Services as required at all district sites, and approved Agreement #16-134 with Dial Security of Camarillo, California for the 2016-17 fiscal year. This was a one (1) year service contract with an option to renew for four (4) additional one (1) year periods.

Agreement #20-105 will extends the term for one (1) final year, for the period of 10/6/2020 through 10/5/2021, in the amount not to exceed \$128,715.52.

**FISCAL IMPACT:**

\$128,715.52 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #20-105 with Dial Security in the amount of \$128,715.52.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-105, Dial Security \(2 Pages\)](#)  
[Renewal Notice \(1 Page\)](#)

# **AGREEMENT**

## **#20-105**

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

### **I**

#### **TERM**

The term of this Agreement shall be from **October 6, 2020** through **October 5, 2021**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

### **II**

#### **WORK**

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

### **III**

#### **NON-FUNDING**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

### **IV**

#### **TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

**COMPENSATION**

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Quotation Sheet(s), incorporated herein by reference, and the attached Renewal Notice dated 10/12/2020.

VI

**METHOD OF PAYMENT**

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

**CONTRACT DOCUMENTS**

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**DIAL SECURITY:**

**OXNARD SCHOOL DISTRICT:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

Name: Lisa A. Franz

Title: \_\_\_\_\_

Title: Director, Purchasing

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

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

Approved by Board of Trustees on \_\_\_\_\_

Item No. \_\_\_\_\_

760 West Ventura Blvd.  
Camarillo, CA 93010  
Tel: (805) 389-6700  
Fax: (805) 383-3401

- 
- 
- 
- 



October 12, 2020

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

To: John Cooper

Re: OSD Contract Renewal

Dear John,

This letter is to give notice that Dial Security wishes to exercise the renewal option of the Alarm Monitoring Services.

Based on the fees for the past year, as well as the additional services of \$5,640.00, contracted since the last purchase order was issued, the monies due for 2020-2021 beginning October 1st is \$124,966.53 plus the CPI factor. The CPI issued in August of 2020 for the Greater Los Angeles Area for the 12-month period is 2.0%, along with the state regulations on wages increases, the increase will be 3.0%. The dollar amount of that increase is \$3,748.99 making the total amount of the renewal on the contract \$128,715.52. The dollar figure provided is for services currently being performed by Dial Security. Any future services provided or signed for after October 12, 2020, will be billed monthly at an additional cost.

If you have any questions about the services Dial is providing to the District please feel free to contact me.

Melissa S. Dundas  
Electronic Security Manager

.....  
*Ventura County's Only Full Service Security Company*

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-106 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education student KC071607 that consists of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

**FISCAL IMPACT:**

\$45,065.88 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-106 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$45,065.88.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-106, Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 14, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KC071607, a Special Education pupil who is a resident of DISTRICT and currently attends Las Colinas Middle School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance support throughout the school day for 340 minutes daily and during transportation for 120 minutes daily for a total of 460 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 120 minutes daily during transportation for a total of 360 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/14/2020 (IEP date~11/4/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 11/14/2020-6/11/2021 (ESY: 6/14/2021-6/30/2021)	UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/23/2021-11/4/2021
TOTAL ESTIMATED COSTS: \$ <u>45,065.88</u> + \$ <u>TBD</u>		

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 45,065.88

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Support Services Agreement

**Ratification of Agreement #20-109 with School Services of California for the Recruitment of Assistant Superintendent, Business & Fiscal Services (Penanhoat)**

School Services of California will provide services for the search and recruitment of an Assistant Superintendent, Business and Fiscal Services from November 17, 2020 to March 31, 2021.

**FISCAL IMPACT:**

Not to exceed \$17,700.00 plus direct out-of-pocket expenses - General Fund

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #20-109 with School Services of California as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-109, School Services of California \(2 Pages\)](#)  
[Proposal \(5 Pages\)](#)

**OSD AGREEMENT #20-109**

Client # 17550 / S20

P.O. #

**AGREEMENT FOR SEARCH & RECRUITMENT SERVICES**  
*Search for Assistant Superintendent, Business and Fiscal Services*

This is an Agreement between **OXNARD SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of November 17, 2020.

**RECITALS**

**WHEREAS**, the Client needs assistance with its Assistant Superintendent, Business and Fiscal Services search and selection process; and

**WHEREAS**, the Consultant is professionally trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client in the selection of an Assistant Superintendent, Business and Fiscal Services in the following manner: Interview appropriate district officials, prepare a brochure and other advertising materials, recruit candidates, receive applications and confidential papers and assemble files, assist the expert panel in the screening process, and all other matters pertinent to assisting the Superintendent in the selection of an Assistant Superintendent, Business and Fiscal Services, in accordance with the Personnel Commission Rules and Regulations of Oxnard School District.
2. The Client agrees to pay the Consultant for services rendered under this Agreement a fee of \$17,700, plus expenses. The Consultant will bill the Client at appropriate intervals for services completed and expenses accrued to that date. “Expenses” are defined as actual expenses for items such as advertising, brochure printing, mailing, telephone, travel costs, duplicating, and screening and reference checking.  
The terms of this Agreement are valid for sixty (60) days from November 17, 2020, unless this contract is executed. After that period, new terms may be agreed upon after further review of the needs of the Client.



3. This Agreement shall be effective as of November 17, 2020, and shall terminate upon completion of the project, which is estimated to be March 31, 2021.
4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor, and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below.

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

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

By: \_\_\_\_\_  
Debbie Fry  
Associate Vice President  
School Services of California Inc.

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



November 17, 2020

TR Lin, PhD  
Interim Director, Classified Human Resources  
Personnel Commission  
Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030

1121 L Street

Suite 1060

Sacramento

California 95814

TEL: 916 . 446 . 7517

FAX: 916 . 446 . 2011

www.sscal.com

Re: Proposal for Search and Recruitment of an Assistant Superintendent,  
Business and Financial Services

Dear Dr. Lin:

Thank you for your interest in our Executive Search Services. Our firm (School Services of California Inc. [SSC]) serves numerous local school agencies in the search for Chief Business Officials/Chief Finance Officers (CBOs/CFOs). A Merit District, such as yours, may require different strategies, and we can accommodate most as long as the end result is the Oxnard School District (District) hiring the most qualified candidate for the position using an unranked list of the eligible finalists. Before finalizing an agreement, we would need to hold a conference call with the Superintendent and Director of the Classified Personnel Commission to ensure we fully understand the expected procedures for recruitment and selection.

**Outline of Executive Search Procedures**

We can mold the search recruitment and selection process to meet the unique needs of the District. Generally, we use the following steps to assist local school agencies:

- a. **Selection Criteria:** We will interview you and others designated by you for the purpose of obtaining background information and setting criteria for the selection process. It is important that there be a positive “fit” between the candidate finalists and the top administrative team, and we believe these initial conversations will help to establish selection guides. As a result of the selection criteria conversations, we will develop and propose a recruitment brochure for your review.
- b. **Advertising Campaign:** We will propose and, following your approval, distribute widely a District search advertisement and electronic postcard to appropriate persons, institutions, and organizations. Additionally, we will, following your approval, conduct an advertising campaign in selected industry publications. If the District desires more extensive national advertising and recruitment, that process can be included.
- c. **Recruitment:** We will provide active recruitment and make appropriate contacts throughout a broad-based education network for a desirable

pool of qualified candidates.

- d. **Application Processing:** We will receive all candidate application materials and will maintain all needed communications regarding applicant files with all prospective candidates.
- e. **Paper Screening:** We will conduct a joint paper screening process with District designee(s) of all applicants' materials and ensure that the District is appropriately involved in the selection of initial candidates. This process is conducted by telephone between the Search Advisors and the District-designated personnel.
- f. **Interview Process and Selection—Virtual Interview Preparation:** We will:
  - Prepare and send detailed notices along with the virtual interview instructions to the identified panel members.
  - Prepare and send a PowerPoint presentation that briefs the panel and lays out the interview process.
  - Send virtual interview instructions to the candidates.
  - Prepare a PowerPoint presentation that displays each interview question that the District has identified. Each question will be displayed on the screen during the interview so the panel members and the candidate can see each one.
  - Prepare a Comments Sheet and Forced Ranking/Rating Sheet for the panel members to use during the interviews.
  - Create a SharePoint folder that contains candidate and interview information that will be provided by the District.
- g. **Facilitate the Virtual Interview Process:** An SSC Search Advisor will facilitate the virtual interview process. He or she will access and use the prepared items stated above. He or she will also monitor the rankings and responses and provide the final scores.
- h. **Reference Checking:** We will conduct the reference checking of lead candidates using listed references and our contacts in both the business and educational communities. In addition to a very intensive reference-checking process, final candidates will undergo a degree verification, motor vehicle record review, and credit check.
- i. **Selection:** We will provide the process to assist the District in the selection of the top candidate.

We continually emphasize that our role is only to advise, assure the District of a vigorous recruitment effort, provide a thorough screening process, and provide time-consuming detail work. Throughout the process, we are clearly conscious of and meticulous in ensuring that the decision is that of the District and not our staff.

Your selection process will be tailored to meet the needs and desires of the District. The adopted process will ensure the development of objective criteria to be used in the recruitment and screening of applicants and be in accord with the District's affirmative action policies, Fair Employment Practices guidelines, and other legal restrictions. The District will determine how the selection process will meet the legal and procedural requirements of the Merit System.

## Timeline

Every effort will be made to complete the process within a timeline that will enable the person selected to assume the duties of the Assistant Superintendent, Business and Financial Services by a date established by the District but, in general, the search and selection process will take approximately 90–120 days. A detailed, agreed-upon timeline will be provided prior to the commencement of the search.

## Experienced Service

Our staff brings a wealth of knowledge regarding the functions and obligations that are imposed on the top business/administrative leader of a school agency. For more than 40 years, our company has focused on the governance, management, and business of California public schools. This intense specialization and unique knowledge gives us a special ability to serve local school agencies that demand the very best candidates available.

Responsibilities associated with the District search would be handled by two members of our search team. The same individuals work with the District throughout the entire process; however, SSC's entire team of search advisors also provide support. Our search team members are:

- **Danyl Conolley**, Director, Management Consulting Services, has many years of school district administrative experience in the areas of school finance, human resources management, and employer-employee relations. Danyl has extensive experience in all aspects of school district operations and brings organizational leadership and development, risk management, employment and personnel management, employee benefits, workplace investigations, facilitation, and collective bargaining expertise to the SSC team. Danyl holds a Bachelor's degree in Psychology with a minor in Women's Studies from Humboldt University. She also received her Master's degree in Human Resource Management from National University. For more than 18 years, Danyl has served school districts in California and most recently served as the Senior Director of Human Resources in the Woodland Joint Unified School District.
- **Debbie Fry**, Associate Vice President, provides support to school districts, charter schools, county offices, and community college districts in school finance and budgeting, collective bargaining, employer-employee relations, human resources, special education, and general consulting. Debbie is responsible for leadership of SSC's executive search services and brings a wealth of experience in the areas of school finance, employment, personnel management, and special education. Debbie completed the Fiscal Crisis & Management Assistance Team (FCMAT) CBO Mentor Program, earned her Chief Business Official (CBO) certification from the California Association of School Business Officials (CASBO), and is a certified Administrator of School Finance and Operations from the Association of School Business Officials (ASBO) International. She has served in increasingly responsible fiscal positions in California school districts for more than 20 years and most recently served as the CBO and

Director of Human Resources for the Metropolitan Education District. Debbie graduated from Ashford University with a Master's degree in Business Administration.

- **John Gray**, CIA, President & CEO, contributes tremendous practical experience to the management consulting team and serves SSC's clients by conducting fiscal health analyses, providing collective bargaining assistance, preparing multiyear financial projections, performing school district efficiency studies, conducting internal control reviews, conducting district office organization reviews, and directing executive search services. Prior to joining SSC, John served as the Director of Fiscal Services for the Fresno Unified School District (USD). Prior to joining Fresno USD, he served as Audit Supervisor for the Ticor Title Insurance Company and Auditing Officer for Union Bank. He has also performed consulting work for the Fiscal Crisis & Management Assistance Team (FCMAT). John received his Bachelor of Science degree in Accounting from California State University, Fresno, and his Master's degree in Administrative Leadership from Fresno Pacific University.
- **Robert McEntire**, EdD, Director, Management Consulting Services. Robert has held the positions of Assistant Superintendent/Chief Business Official in the Covina-Valley Unified School District (USD), Glendale USD, and Garvey School District. Prior to his career in public education, Robert was a Chief Financial Officer in the private sector. He brings a wealth of experience to SSC and our clients, having extensive hands-on experience and expertise in all areas of business operations, including Facilities, Financial Services, Maintenance and Operations, Nutrition Services, Payroll, Purchasing, Risk Management, Warehouse, and Collective Bargaining. He is passionate about employing best-in-class business practices to improve student outcomes. Robert is a graduate of the University of Southern California with a Bachelor's and Master's degree in Business Administration and a Doctorate in Education.
- **Suzanne Speck**, Executive Vice President, provides support to school districts, county offices, and community college districts in governance, management, collective bargaining, employer-employee relations, human resources, special education, and general consulting. Suzanne brings a wealth of experience in the area of employment, personnel management, strategic planning, and organizational development. She served on the Fiscal Crisis & Management Assistance Team for human resources in South Monterey Joint Union High School District, Compton Community College District, and Inglewood Unified School District. Suzanne has served school districts in California for more than 20 years as a special education teacher, principal, and Assistant Superintendent, Human Resources. Suzanne holds a Bachelor's degree in Special Education and Early Childhood Education from Radford University, Radford, Virginia. She received two credentials and her Master's degree in Education Administration from California State University, Sacramento.
- **Kathleen Spencer**, Vice President, works with school districts, charter schools, county offices of education, and community colleges to implement effective and efficient operations through innovative strategies. She serves educational agencies in strengthening operations and resource management through organizational reviews, shared services and efficiency studies, budget reviews, comparative analyses of school district resources and staffing, total compensation studies, and facilities reviews. She specializes in the impacts of federal health care reform and the demands on employers to provide cost effective and legally compliant benefits. Kathleen also provides negotiations support to local educational agencies (LEA) and has prepared and presented many school district factfinding cases, resulting in positive and improved labor

relations for both the LEA and employee group. Kathleen received her Bachelor's degree from California State University, Sacramento, focusing on social sciences and research.

- **Sheila G. Vickers**, Vice President, provides support to school districts, county offices, and community college districts in collective bargaining, legislative issues, human resources, information systems, executive search services, fiscal health analyses, and other management consulting services. She is a presenter at statewide workshops on school finance, collective bargaining, human resources, and employee benefits. She has served on Fiscal Crisis & Management Assistance Teams (FCMAT) for human resources and finance, and as a county-appointed fiscal advisor for school districts in financial distress. For 11 years prior to joining SSC, Sheila served in various financial roles in both K-12 public school districts and community colleges. Sheila received her Master's of Business Administration from California State University, Sacramento (CSUS), with emphasis on Management Information Systems. Her Bachelor of Science degree, also from CSUS, is in Business Administration with concentrations in Accounting and Management Information Systems.

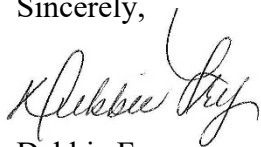
### **The Cost of the Service**

The fee for the above assistance is \$17,700, plus direct out-of-pocket expenses. "Expenses" are defined as actual expenses for items such as advertising, printing, mailing, telephone, travel costs, duplicating, and screening and reference checking. Enclosed is a standard contract for search services. If you are in agreement with the terms of the proposal, please process the contract in accord with District procedures, return it to our office, and a final executed Agreement will be returned.

The terms of this proposal are valid for 60 days from the date of this letter. After that period, new terms may be agreed upon after further review of the needs of the District.

Again, thank you for your confidence in our company and we look forward to having an opportunity to work with you in this vital project.

Sincerely,



Debbie Fry  
Associate Vice President

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-110 – Karen Schnee (DeGenna/Edwards)**

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Karen Schnee will provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete speech evaluations.

**FISCAL IMPACT:**

Not to exceed \$9,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-110 with Karen Schnee.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-110, Karen Schnee \(13 Pages\)](#)  
[Rate Sheet \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #20-110**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Karen Schnee (“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 November 1, 2020 through June 30, 2021 (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 Nine Thousand Dollars (\$9,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Edwards  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Karen Schnee  
20700 Ventura Blvd., Suite 228  
Woodland Hills, CA 91364  
Phone: (818) 363.1912  
Fax: (818) 999.9192  
Email: [kslearn@aol.com](mailto:kslearn@aol.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.** DANIELLE EDWARDS 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:**

**KAREN SCHNEE:**

\_\_\_\_\_  
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 #20-110

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-110**

**SERVICES**

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

**\*PER ATTACHED 2020-2021 RATE SHEET**

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

**\*PER ATTACHED 2020-2021 RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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



- Not Project Related  
 Project #20-110

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-110**

**COMPENSATION**

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

Total compensation shall not exceed Nine Thousand Dollars (\$9,000.00), per attached 2020-2021 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 \$9,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-110**

**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, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #20-110

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 #20-110

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-110**

**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, **KAREN SCHNEE**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

**Karen Schnee M.A.  
 Speech/Language Pathologist  
 License #6287  
 Board Certified Educational Therapist #10175**

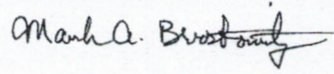
**2020-2021 Rates**

<b>Service</b>	<b>Hourly Rate</b>
Testing.....	180.00
Speech Therapy.....	170.00
Educational Therapy.....	170.00
Attendance at an IEP.....	180.00
Expert Witness at Due Process.....	300.00
	<b>Flat Rate</b>
IEE Academic Achievement.....	4000.00
IEE Academic Achievement with interpreter.....	4300.00
IEE Speech and Language.....	4000.00
IEE Speech and Language with interpreter.....	4300.00

2020-2021 Rates

20700 Ventura Blvd., Suite 228 Woodland Hills, CA. 91364 (818) 363-1912 Fax (818) 999-9192



MEMORANDUM OF INSURANCE				Date Issued 07/29/2020	
<b>Producer</b> Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 1-800-375-2764		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter <del>the</del> coverages afforded by the Certificate listed below.			
<b>Insured</b> Karen Schnee Suite 200 5550 Topanga Canyon Boulevard Woodland Hills, CA 91367		<b>Company Affording Coverage</b> Liberty Insurance Underwriters Inc.			
This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-552163009	03/01/2020	03/01/2021	Per Incident/ Occurrence	\$1,000,000
				Annual Aggregate	\$3,000,000
<b>PROOF OF INSURANCE</b>					
Memorandum Holder: <b>PROOF OF COVERAGE ONLY</b>		Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum 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 Mark Brostowitz			
					

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-111 – Behavior Insights Inc. (DeGenna/Edwards)**

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Behavior Insights Inc. will provide consultant services to Oxnard School District, Special Education Services Department, during the 2020-2021 academic school year. Services to include:

- Classroom and Specific Student Consultations
- School District Trainings
- Expert Witness Fees
- Assessments: Includes observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours).

**FISCAL IMPACT:**

Not to exceed \$18,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-111 with Behavior Insights Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-111, Behavior Insights Inc. \(13 Pages\)](#)  
[Rate Sheet \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #20-111**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Behavior Insights 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 November 1, 2020 through June 30, 2021 (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 Eighteen Thousand Dollars (\$18,000.00), unless additional compensation is approved in writing by the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Daniel Edwards  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Behavior Insights Inc.  
6345 Balboa Blvd., Suite 163  
Encino, CA 91316  
Attention: Tammy Van Fleet  
Phone: (805) 506.3390  
Email: tvanfleet@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.** DANIELLE EDWARDS 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:**

**BEHAVIOR INSIGHTS 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 #20-111

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-111**

**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:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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



- Not Project Related  
 Project #20-111

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-111**

**COMPENSATION**

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

Total compensation shall not exceed Eighteen Thousand Dollars (\$18,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$18,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #20-111

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-111**

**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 #20-111

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 #20-111

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-111**

**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, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



# Dr. Tammy Van Fleet

*Behavior Insights*



Tel: 805.506.3390  
www.dr tammyvanfleet.com  
6345 Balboa Blvd. Suite 163, Encino, CA 91316

## School District and Legal Fees

### Classroom and Specific Student Consultations

60 minutes.....\$225

### School District Trainings

One-Day Training.....\$1500  
Two-Day Training.....\$3000  
Three-Day Training.....\$4500  
Four-Day Training.....\$6000

### Expert Witness Fees

Hourly rate billed for all the following: record review, observations, witness prep, meetings with lawyers, and appearance to testify.

60 minutes.....\$400

### Assessments

Includes: Observation hours, record review, meeting with school staff and parents, writing the report, and IEP meeting attendance (up to 4 hours).

Functional Behavior Assessment .....\$3,500  
Inclusion Assessment.....\$3,000  
Social Skills Assessment.....\$3,000  
ABLLS-R.....\$3,500

*Payment is due in full at the end of each service. Any payment that is more than 15 days past invoice date, will incur a late payment fee of \$50.00 added to their bill.*

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-112 – Casa Pacifica School (DeGenna/Edwards)**

---

Requesting ratification for Non-Public School (NPS) services for Student JS052208, for the 2020-2021 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

**FISCAL IMPACT:**

Tuition:	\$185.00 per diem x 186 days = \$34,410.00 (Including 20 days of Extended School Year)
Transportation:	\$52 Round trip daily rate, for 186 days = \$9,672.00
Intensive Individual Svcs:	\$39.00 per hour x 29 hours/week x 39 weeks = \$44,109.00
Individual Counseling:	\$100.00 per hour x 1 hour/week x 39 weeks = \$3,900.00
Grand Total:	\$92,091.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-112 with Casa Pacifica School, NPS.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-112, Casa Pacifica School \(4 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #20-112

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of December 2020, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JS052208**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2020-2021** school year at a daily rate of \$185.00 for 186 days; this includes 20 days of extended school year through July 2021; a \$52 daily rate for 186 days for round trip transportation; individual counseling services for \$100 per hour for 1 hour/week for 39 weeks; and intensive individual services for \$39 per hour for 29 hours/week for 39 weeks; amount not to exceed \$92,091.00
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-112

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$92,091.00** for **Student: JS052208**

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





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT #20-112

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #20-112

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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

\_\_\_\_\_  
Carlye Garcia, Contracts Manager  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-113 – Neuropsychology Partners (DeGenna/Edwards)**

Neuropsychology Partners will provide Independent Education Evaluator Services for the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations.

**FISCAL IMPACT:**

\$15,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-113 with Neuropsychology Partners.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-113, Neuropsychology Partners \(13 Pages\)](#)  
[Fee Schedule \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #20-113

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 16th day of December 2020 by and between the Oxnard School District (“District”) and Neuropsychology Partners (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from December 1, 2020 through June 30, 2021 (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 Fifteen Thousand Dollars (\$15,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

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

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District



assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Edwards  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Neuropsychology Partners  
2001 South Barrington Ave., Suite #214  
Los Angeles, CA 90025  
Attention: Marcia Haresh  
Phone: (310) 478.8888  
Fax: (310) 478-8890  
Email: [marcia@drsimun.com](mailto:marcia@drsimun.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.** DANIELLE EDWARDS 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:**

**NEUROPSYCHOLOGY PARTNERS:**

\_\_\_\_\_  
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 #20-113

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-113**

**SERVICES**

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

**\*PER ATTACHED FEE SCHEDULE**

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

**\*PER ATTACHED FEE SCHEDULE**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

**VII. AMENDMENT**

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

- Not Project Related  
 Project #20-113

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-113**

**COMPENSATION**

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

Total compensation shall not exceed Fifteen Thousand Dollars (\$15,000.00), per the attached Fee Schedule, 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 \$15,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related  
 Project #20-113

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-113**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

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

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and

Not Project Related

Project #20-113

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 #20-113

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-113**

**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, **NEUROPSYCHOLOGY PARTNERS**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



## 2020 FEE SCHEDULE IEE

<p><b>PKG 1 Neuropsychological Assessment, Premium IEE</b>                  Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), (1) meeting at the SPA office to review results with parent/guardian, up to 90 minutes, written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 5 hours of expert time.</p>	<p><b>\$8000</b></p>
<p><b>PKG 2 Neuropsychological Assessment, Complete IEE</b>                  Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	<p><b>\$7500</b></p>
<p><b>PKG 3 Neuropsychological Assessment, Preschool IEE</b>                  Intake interview, up to 8 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	<p><b>\$6800</b></p>
<p><b>PKG 4 Psycho-educational Assessment, Complete IEE</b>                  Intake interview, up to 6 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours expert time.</p>	<p><b>\$6500</b></p>
<p><b>PKG 5 Psycho-educational Assessment, Preschool IEE</b>                  Intake interview, up to 5 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours of expert time. Does not include parent meeting.</p>	<p><b>\$5900</b></p>
<p><b>Social Emotional Assessment</b>                  Intake interview, up to 4 hours testing, rating scales, one (1) on-site observation, brief client and parent interviews, records review (up to 2 hours), written report, one IEP meeting (up to 2 hours).</p>	<p><b>\$4100</b></p>
<p>Consultation \$600                  STRIVE Test Accommodations: \$4300*                  *30% off when done by intern/post doc</p>	<p>Neuro Psych-Medical: \$7000                  Neuro Psych-Brief: \$4000</p>
<p>Psych Ed. Assessment Basic: \$6100                  Psycho Ed Update: \$4000</p>	
<b>Additional Services:</b>	
LiveScan Background Checks (each)	\$125
Report Prep / Writing /Form Completion	\$600
Missed Appointment, per hour	\$500
Records review, per hour	\$500
Testing, Observation or Results Meeting, per hour	\$600
Historical Interview(s), per hour	\$500
Expert Time: Service, Consultation (phone, email or in person), Preparation	\$600
Expert Time: IEP attendance (within 30 minutes of office, otherwise travel rates applicable)	\$600
Expert Time: DPH attendance (within 30 minutes of office, otherwise travel rates applicable)	\$700
Expert Time: Testimony in person (within 30 minutes of office, otherwise travel rates applicable)	\$800
Additional clerical, per hour	\$185
Travel over 30 min, per hour	\$185
Travel expenses, per day, maximum (incl. food)	\$100
Lodging, per night, maximum	\$225
Cancellation fee (appointments must be cancelled no later than 72 hours prior to appointment)	\$500
Bounced Check Charge	\$85
Clerical	\$185
Copies	\$1
	page

**Medical /Non Forensic paid by insurance Medical Neuro Psych cannot be used for school based services. IEE not payable with insurance.**

*Additional fees may be charged for time if excessive driving distances are required for observations and IEP meeting attendance.*

*Rush fees are decided on per case basis.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2020

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

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

<b>PRODUCER</b> The Liberty Company Insurance Brokers CA License #0D79653 5955 De Soto Ave, Suite 250 Woodland Hills CA 91367	<b>CONTACT NAME:</b> Melinda Barton <b>PHONE (A/C No. Ext):</b> (818)914-3960 <b>E-MAIL ADDRESS:</b> mbarton@libertycompany.com	<b>FAX (A/C No):</b> (866)835-6983
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Simun Psychological Assessment Group PC; 2001 S. Barrington Avenue Suite 214 Los Angeles CA 90025	<b>INSURER A:</b> Western World Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 20-21 GL


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:			NPP8489322	2/22/2020	2/22/2021	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	\$ Not Covered
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Sexual Abuse/Molestation			NPP8489322	2/22/2020	2/22/2021	Each Claim	\$1,000,000
							Each Aggregate	\$2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District 1051 S. 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 Melinda Barton/PATRA4 
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**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section D: Action Items

**Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 (Penanhoat)**

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The Board of Trustees may authorize temporary interfund borrowing in any fiscal year pursuant to the provisions of Education Code section 42603. Traditionally, the board may authorize temporary borrowing of up to 75% of the maximum money held in any fund during a fiscal year; provided that the transferred money must not be made available for appropriation, is not considered income to the borrowing fund and must occur only when the fund or account to which the money is temporarily transferred will earn sufficient income to repay the loan in the same fiscal year or, if the transfer takes place within the final 120 calendar days of a fiscal year, in the following fiscal year.

Recently, with the adoption of the 2020-21 California Budget, section 42603.1 was added to the Education Code incorporating certain additional flexibility, and requirements, to the process for interfund borrowing. Under section 42603.1 school districts may authorize temporary borrowing of up to 85% of the maximum amount of money in any fund or account. This provision was enacted primarily to assist districts in managing the cash deferrals built into the State Budget and, for that reason, section 42603.1 interfund borrowing may take place only if the State has deferred any payments owed to a school district and only during the 2020–21 and 2021–22 fiscal years.

The Board previously adopted Resolution #20-02 authorizing, under the provisions of Education Code section 42603, the temporary transfer of cash from one district fund to another, as needed, during fiscal year 2020-21. Resolution #20-15 will ensure that any such transfers do not exceed, in the aggregate, the amount of \$ 20,000,000, but will allow the district to temporarily transfer up to 85% of the cash from any district fund or account to another to meet financial obligations as needs arise.

Pursuant to section 42603.1(b), the Board is required to hold a public hearing prior to adopting a resolution authorizing interfund transfers under Section 42603.1.

Following the public hearing, the Board is asked to approve Resolution 20-15 to authorize the Superintendent or his designee to process temporary transfers, during fiscal year 2020-21, of up to 75% (under Education Code section 42603) or, if deemed necessary due to State implemented deferrals, up to 85% (under Education Code section 42603.1) of the money in any fund or account of the District to another fund or account of the District.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #20-15.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution #20-15 \(1 page\)](#)  
[Cash Deferrals Presentation \(19 pages\)](#)

**OXNARD SCHOOL DISTRICT  
RESOLUTION #20-15  
ESTABLISH TEMPORARY INTERFUND TRANSFERS  
OF FUNDS FISCAL YEAR 2020-2021**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of a school district may direct that up to 75% of the maximum funds held in any fund or account of the district may be temporarily transferred to other funds or accounts of the district for payment of obligations; and

**WHEREAS**, with the adoption of the 2020-21 State Budget, Education Code section 42603.1 was adopted to allow the governing board of a school district to authorize the temporary transfer of up to 85% of the maximum funds held in any fund or account of the district if the State implements cash deferrals in 2020-21 or 2021-22; and

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

**WHEREAS**, the District anticipates that temporary interfund borrowing, in an amount not to exceed \$ 20,000,000 in the aggregate, will be required during fiscal year 2020-21, and this board wishes to authorize said interfund borrowing, not to exceed 75% of the money in any fund or account under section 42603 or, if the State has implemented cash deferrals, 85% of the money held in any fund or account, under section 42603.1; and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District, hereby authorizes for fiscal year 2020-2021 the temporary borrowing of up to \$ 20,000,000 between all the district's funds and accounts, in accordance with the provisions of Education Code sections 42603 or 42603.1 and subject in each instance to approval by the Superintendent or his designee.

**PASSED AND ADOPTED** this 16th day of December, 2020 by the Board of Trustees of the Oxnard School District of Ventura County, California, following a public hearing, by the following vote:

Ayes:

Noes:

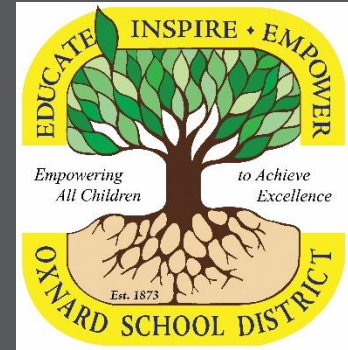
Absent:

I, Debra M. Cordes, Clerk of the Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Board at a regular meeting called, conducted, and held on said date.

WITNESSED my hand this 16<sup>th</sup> day of December, 2020.

---

Debra M. Cordes, Clerk of the Governing Board



# CASH DEFERRALS

**Presented by:**

**Janet Penanhoat**

**Interim Assistant Superintendent, Business & Fiscal Services**

**December 16, 2020**

# AGENDA



# BACKGROUND



## BUDGET DEFERRALS

## CASH DEFERRALS

Allow the state to record a budget cut in one year and move the expense to the next year

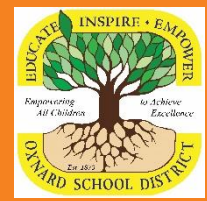
Reduce the appropriated Proposition 98 amount in the deferral year and increase Proposition 98 appropriations in the next year

Changes in law to delay the schedule of apportionments allowing the state to retain cash for a period of time

Burden of borrowing lies with the LEA to ensure adequate cash for operations



# BACKGROUND



- ☀ The effects of these cash deferrals on the typical apportionment schedule for February through June 2021 are as follows:

Month	Normal Share of Annual Apportionment <sup>1</sup>	Proportion Deferred	Resulting Share of Annual Apportionment
February 2021	9%	53%	4.23%
March 2021	9%	82%	1.62%
April 2021	9%	82%	1.62%
May 2021	9%	82%	1.62%
June 2021	Balance	100%	0%

Estimated based on the 2020–21 First Principal Apportionment amounts

<sup>1</sup>Per Education Code Section (EC §) 14041(a)(2)-(4)

- ☀ In effect, LEAs will receive only about 64% of the state aid apportionment during the year

OSD will not receive **\$40 Million** (36%) of state aide apportionment for 2020-21. Will be received in the next fiscal year from July to November 2021.



## EXEMPTION FROM DEFERRALS

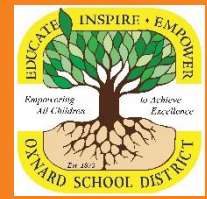
- ❖ County Superintendent must certify to the State Superintendent of Public Schools (SSPI) and the Director of Finance that the school district cannot meet its obligations for the month of the deferral or any subsequent month.
- ❖ Provide an estimate of the amount of additional funds necessary for the school district to meet its financial obligations for the month of the deferral and any subsequent month.
- ❖ Must have exhausted all internal and external borrowing options.
- ❖ Must demonstrate that if not exempt, it will require a state loan.

# CASH FLOW DEFINITION



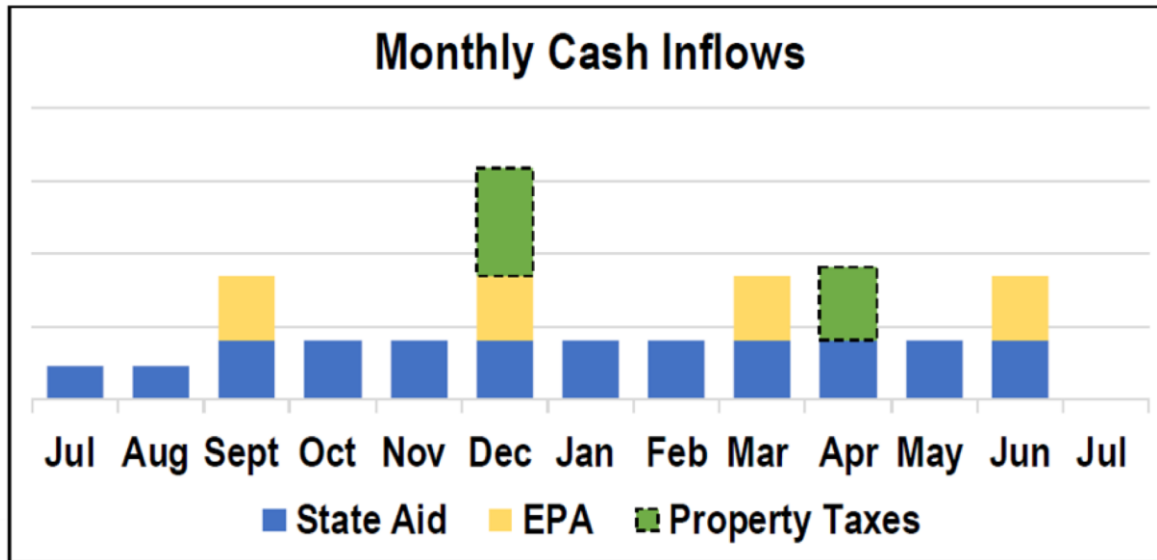
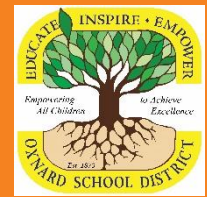
- Budgets and cash flow projections are separate documents
  - Budgets are revenue and expenditure plans that balance out over the course of an entire year
  - Cash flow projections detail the amounts to be received by the LEA or paid by the LEA each day, week, or month
    - Also indicate how an LEA will meet its cash obligations
      - And when borrowing is required in order to meet the cash demands
- In years when cash deferrals exist, and particularly if expenditures outpace revenues, cash flow deteriorates
  - The need to borrow and the frequency of borrowing increase

# CASH FLOW DEFINITION

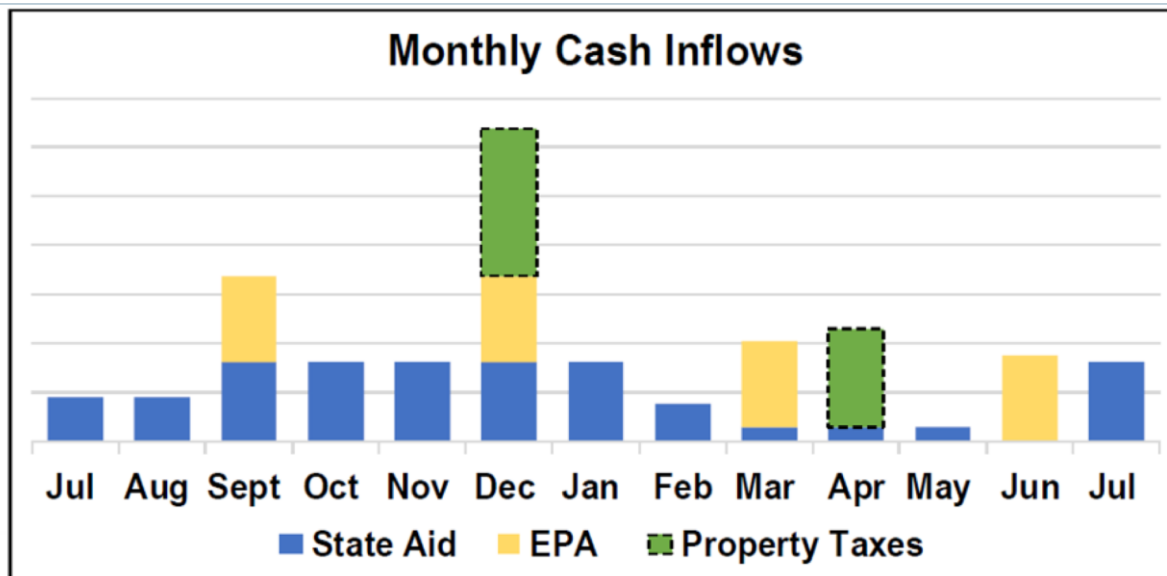


- **Cash flow is just as crucial a factor as the ending fund balance in determining an agency's fiscal health**
  - **It is possible to maintain the mandated level of economic reserves, yet be out of cash**
- **Even agencies with prudent reserves are having to actively manage cash to get through the negative cash months**
- **The ending fund balance isn't all cash**
  - **Many components for an LEA's assets on the balance sheet are not Cash (Object Code 9110)**

# DEFINING THE PROBLEM

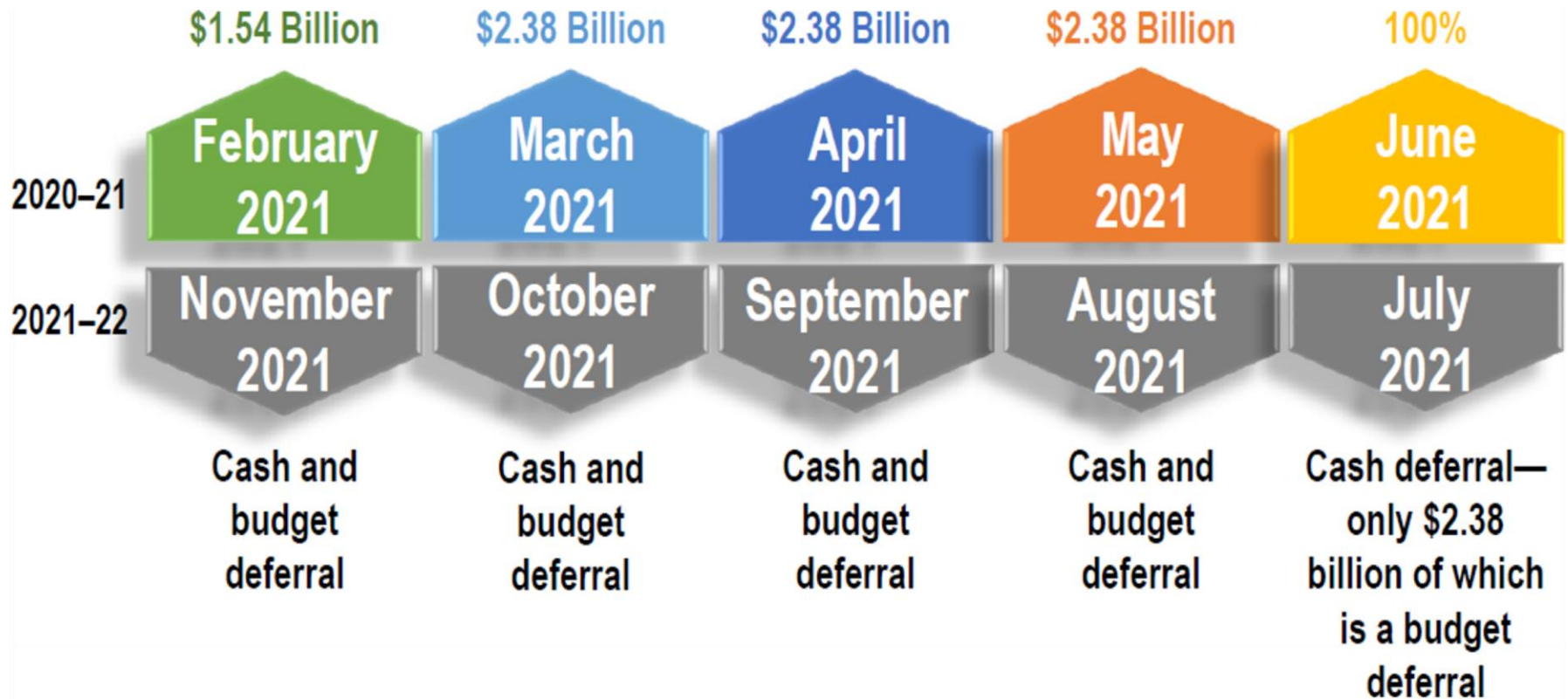
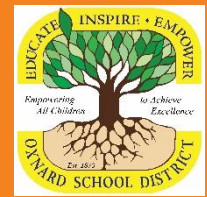


Cash Flow: Sample of typical LCFF Entitlement



Cash Flow: Sample 2020-21 LCFF Entitlement with Deferrals

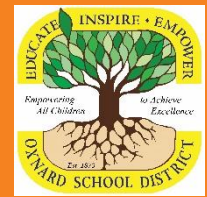
# DEFINING THE PROBLEM



OSD will not receive \$40 Million (36%) of state aid apportionment for 2020-21. Will be received in the next fiscal year from July to November 2021.

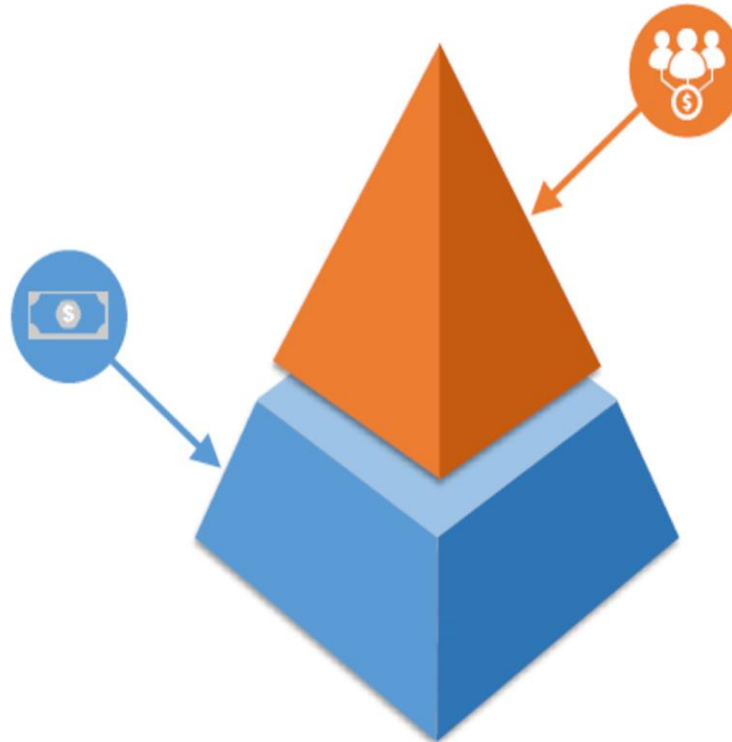


# OPTIONS



## ☛ School agencies can borrow cash to meet cash flow demands

**Interfund (Internal) Borrowing**  
Provides for moneys in one fund to be temporarily transferred to another fund for payment obligations  
EC § 42603



## External Borrowing

- **COE**  
EC § 42621 and 42622
- **County treasurer**  
EC § 42620—school districts  
EC § 42620.1—charter schools
- **Tax and Revenue Anticipation Notes (TRANS)**  
Government Code Section 53850 et seq.

# OPTIONS



- Remember that generally these options require that the agency pay back the amount borrowed within a year
- This type of borrowing is not a financial bailout
  - Because it is short-term borrowing and needs to be paid back
- What happens if you can't pay it back or you cannot borrow locally because cash flow projections do not prove that the borrowing can be paid back?
  - It is “game over”
    - A state bailout loan—usually 20 years—is needed, which typically comes with a state takeover
- Fund balance can be low or negative, but cash cannot



# OPTIONS - EXTERNAL BORROWING



## COUNTY TREASURER

- The Education Code requires the county treasurer to loan money to a school agency that needs it
  - The agency must be lacking sufficient funds to meet current expenses
- The amount transferred cannot exceed 85% of the anticipated revenues that will accrue to the school agency
- Repayment must be made from the first monies received by the agency before any other obligation is paid

# OPTIONS - EXTERNAL BORROWING - TRAN

- **TRANS are short-term, interest-bearing notes issued by a school agency in anticipation of taxes and other revenues**

Many agencies issue TRANS routinely every year, mainly due to reliance on property tax revenues

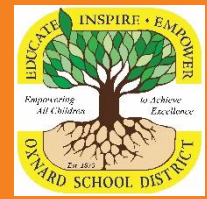
Now, with state deferrals, even more agencies will likely require borrowing




The source for repayment must be from current-year revenues only

No voter approval is necessary


# OPTIONS - EXTERNAL BORROWING - TRAN




Cash proceeds are deposited into a trust account



The agency draws down cash from the trust account to its county treasury account as needed to cover negative cash

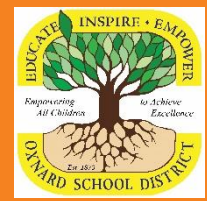


Revenues pledged for repayment are deposited into a repayment fund according to an agreed upon schedule



Once deposited into the fund, they are no longer available for general operating purposes

# OPTIONS - INTERNAL BORROWING



A simple method that is used by many agencies,  
but is subject to sufficient cash in other funds

Typically, the COE or county treasurer will require a board resolution, specifying:

- From which fund cash will be transferred
- The receiving fund
- The amount of the transfer
- The source of repayment
- The anticipated timing of repayment



Allows school districts to borrow up to 75% of money held in any fund during the current fiscal year

Funds borrowed must be repaid in the same year, or the following year if borrowing takes place within the final 120 days of the fiscal year

Borrowing fund must earn enough income during the current fiscal year to repay the amount transferred

# OPTIONS - INTERNAL BORROWING



☛ The 2020–21 Enacted State Budget brought additional, temporary flexibility (EC § 42603.1)



**A resolution  
must be  
adopted**



**A public  
hearing must  
be held before  
adopting the  
resolution**



**Increased  
borrowing limit  
to no more than  
85% of the fund  
balance**



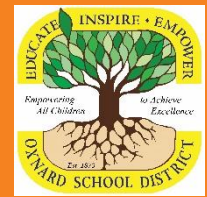
**Effective only  
for 2020–21  
and 2021–22**

# AB 1200 CONSIDERATIONS



- The Assembly Bill (AB) 1200 provisions specify that county offices of education (COEs) provide fiscal oversight to school districts
- School districts in particular are not allowed to “go bankrupt”
  - They must keep their doors open to serve the children in their community
- Some districts discover that problems are too big or recognized too late for the COE to help resolve
  - So, AB 1200 anticipates that state policy makers may get involved
    - But getting a state bailout loan means that the board and community lose all local control





## The Importance of Cash Flow

Cash flow is an important factor in determining the fiscal health of the local educational agency under county office oversight.

### No cash = State Takeover

Agencies can have the required level of economic reserves and yet be out of cash, or can be cash poor.

**Cash shows no mercy – you either have it or you don't.**



# ACKNOWLEDGEMENTS



## Special Thanks for Materials





**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section D: Action Items

**Annual Appointment / Re-Appointment of Measure D Bond Oversight Committee  
(Penanhoat)**

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Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizen's Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Measure D Bond Oversight Committee (BOC) was established by the Oxnard School District Board of Trustees on January 18, 2017, and is presented herewith for the Board's annual review. Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed.

Mr. Belcher, Mr. Jay, Mrs. Latimer and Mr. Ray are coming to end of their 2nd term in the Measure D Bond Oversight Committee and all have expressed interest in a 3rd term. We continue to have a vacancy in the Business Organization and are actively searching for a member.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the current Measure D BOC membership and make a determination regarding re-appointing the existing members of the Committee.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District Measure D Bond Oversight Committee Membership List \(1 page\)](#)  
[Citizens' Bond Oversight Committee Bylaws \(5 pages\)](#)

**OXNARD SCHOOL DISTRICT  
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE  
MEMBERSHIP & TERMS**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
<i>vacant</i>	Business Organization		
Castro, Socorro	Senior Citizens’ Organization	Senior Resources Coordinator, OASIS ( <i>Older Adult Services &amp; Intervention System</i> ), Catholic Charities of Los Angeles	April 2022
Jay, John	Taxpayers’ Association	Ventura County Taxpayers’ Association	January 2023
Maria, Alyssa <i>(Committee Vice Chair)</i>	Parent/Guardian	Parent, Soria School	May 2021
Ray, Will Jr. <i>(Committee Chair)</i>	Parent/ Guardian PTA	Parent, PTA Board Member, McAuliffe School	January 2023
Latimer, Lisa	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	January 2023
Belcher, William	Community At- Large	Oxnard Education Foundation Member	January 2023



## Measure “D” Citizens’ Bond Oversight Committee

**Section 1. Establishment of the Committee.** The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 8, 2016 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$142,500,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “D” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

**Section 2. Purposes.** The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “D” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

**3.1 Inform the Public.** The committee shall inform the public concerning the District’s expenditure of bond proceeds.

**3.2 Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

**3.3 Annual Report.** The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds;
- (b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;
- (c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

**Section 5. Membership.**

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on January 19, 2017. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 **Procedures.** All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

**Section 7. District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,
- (d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

**Section 8. Reports.** In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9. Officers.** The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

**Section 10. Amendment of Bylaws.** Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

**Section 11. Termination.** The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section D: Action Items

### **Approval of Human Resources Analyst Salary Reallocation (Personnel Commission)**

On August 13, 2020, the Personnel Commission of the Oxnard School District approved, 3-0, to reallocate the classification of Human Resources Analyst, with a recommended salary Range 10.0.

Prior to June 2014, the Confidential Salary Schedule included four classifications on the salary schedule as shown below:

- Executive Assistant to the Assistant Superintendent of Human Resources – Range 10.0
- Executive Assistant to the Assistant Superintendent of Ed Services – Range 9.0
- Executive Assistant to the Assistant Superintendent of Business Services – Range 9.0
- Human Resources Analyst – Range 9.0

On June 12, 2014, the Personnel Commission approved a salary reallocation request for two classifications:

- Executive Assistant to the Assistant Superintendent of Education Services – from Range 9.0 to Range 10
- Executive Assistant to the Assistant Superintendent of Business and Fiscal Services – from Range 9.0 to Range 10

The adjustment in salary range provided parity among some of the confidential classifications on the Confidential Salary Schedule. However, because the Human Resources Analyst position was vacant then, Personnel Commission did not adjust the salary range for the Human Resources Analyst. Subsequently, when the Confidential Salary Schedule was updated and published in 2014, the Human Resources Analyst was left out in error.

The Personnel Commission Office has a need to fill this vacancy; therefore, it is critical that we update the Confidential Salary Schedule and reallocate Human Resources Analyst from Range 9.0 to Range 10.0 on the Confidential Salary Schedule, in order to maintain the parity that was previously established among these four classifications prior to June 2014.

#### **FISCAL IMPACT:**

Reallocation from a monthly 9.0 salary range of \$4,413 - \$5,568 to a monthly 10.0 salary range of \$4,636 - \$5,833

In addition, a monthly confidential stipend in the amount of \$373

#### **RECOMMENDATION:**

It is the recommendation of the Personnel Commission that the Board of Trustees accept the salary reallocation for Human Resources Analyst.

#### **ADDITIONAL MATERIALS:**



**Attached:** [HR Analyst Job Description and Confidential Salary Schedule \(four pages\).pdf](#)

## HUMAN RESOURCES ANALYST

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### **Definition**

To perform varied research, analysis and related technical work in the areas of classified personnel recruitment, selection, examination, classification, compensation and training; to provide general administrative support in the areas of classified personnel administration governed by the Rules and Procedures of the Personnel Commission, Board policies and negotiated agreements; and to perform a variety of tasks relative to assigned area of responsibility.

### **Supervision Received and Exercised**

- Receives supervision from the Director of Classified Personnel.
- Exercises technical and work supervision over human resources support personnel

### **Essential and Marginal Function Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

#### **Essential Functions:**

1. Research, develop and maintain recruitment sources, programs and materials; develop selection interview questions and materials; schedule, construct and administer written, oral and performance tests; compile and score tests; prepare ranking lists and back-up materials for Personnel Commission approval.
2. Conduct individual job audits and submit findings and recommendations; analyze qualification requirements and write job specifications.
3. Participate in major classification studies as assigned; conduct a variety of research and surveys; analyze data and prepare related reports.
4. Analyze personnel office procedures; recommend computer applications and assist with their implementation; train and guide office staff as needed.
5. Assist in the analysis of collective bargaining proposals and agreements and the development of implementation strategies and procedures.
6. Assist in the development and implementation of employee training, in-service, and professional development programs; conduct computer and other training sessions.
7. Prepare Personnel Commission meeting agenda and related materials; attend meetings; may make presentations, and prepares minutes; assist in the development/revision of Personnel Commission rules and procedures.
8. Operate a personal computer and peripheral equipment, using modern software, including advanced word processing, data base management, and spread sheets; operate a variety of modern office machines and equipment such as a typewriter, scanner, calculator, FAX and copier.

9. Participate in staff and committee meetings, and attend seminars and professional association meetings as assigned.
10. Maintain an understanding of the programs and functions of the Classified Personnel office and its relation to the District operation; organize and maintain a variety of complex records and files related to the office operations and functions, including material of a confidential nature.
11. Provide information to other District departments, outside agencies and organizations and the public as necessary; interpret and explain Merit System rules and regulations, District policies, negotiated agreements, requirements and procedures.
12. Inform the public and District employees of positions available; develop and schedule classified employment announcements and advertisements; notify applicants of examination results.
13. Review and access confidential information that contributes significantly to the development of management positions with respect to employer-employee relations; assist in the preparation of materials that develop or present management positions with respect to employer-employee relations. GC 3513 (f)
14. Assist with the design, development, maintenance and operations of a personnel database management using modern software.
15. Design and process a variety of reports and information required for the operation of the Classified Personnel function, using modern software.
16. Perform other related duties and responsibilities as assigned.

### **Qualifications**

#### **Knowledge of:**

- District policies, procedures, rules and Merit System regulations regarding classified personnel testing, recruitment and hiring.
- Principles, practices, laws and regulations of modern personnel management.
- Methods and techniques of recruitment and examination.
- Principles of organization and classification.
- Examination construction and validation techniques.
- Analytical theory and research methods.
- Automated personnel office procedures.
- Modern office procedures, methods or materials and equipment including computers.
- English usage, spelling, grammar and punctuation.
- Pertinent Federal, State and local laws, code and regulations.
- Principles of supervision, training and performance evaluation.
- Classified personnel bargaining agreement.
- Database management and operation using modern software
- Available software and its application to the Classified Personnel function.

#### **Ability to:**

- Conduct complex research, analysis and technical work in the area of personnel administration.
- Learn and apply a variety of policies, rules, procedures, codes, statutes, regulatory guidelines.
- Organize and conduct computer and other training sessions.
- Provide information and assistance to parents, the general public and other staff members in a helpful, courteous, and timely manner.

- Prepare clear and concise reports.
- Maintain confidentiality of privileged information obtained during the course of work.
- Operate a personal computer and peripheral equipment, using advanced word processing, spreadsheet and data base applications; make charts and graphs; operate a variety of modern office machines and equipment such as a scanner, typewriter, calculator, FAX, and copier
- Operate a keyboard at a corrected rate of 60 words per minute.
- Meet the public in situations requiring tact, diplomacy and discretion.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work independently with limited supervision.
- Analyze situations accurately and adopt an effective course of action.
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities.
- Communicate clearly and concisely, both orally and in writing.
- Train and supervise staff.
- Perform accurate mathematical and statistical computations
- Take notes at meetings and prepare summaries and minutes.
- Understand and follow oral and written directions.
- Establish and maintain records and filing systems using modern computer software.
- Lift 20 pounds.

### **Experience and Training Guidelines**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Experience:** Four years of increasingly responsible personnel administration experience, including test construction and administration.

**Training:** Equivalent to the completion of a bachelor's degree from an accredited university with course work in human resources, business administration or a related field. Preference will be given to applicants with microcomputer skills and recent responsible work experience in civil service/merit system personnel administration.

### **Working Conditions**

**Environmental Conditions:** Office environment; subject to frequent interruptions; exposure to computer screens; extensive use of computer and keyboard.

**Physical Conditions:** Essential functions may require maintaining physical condition necessary for sitting, walking or standing for prolonged periods of time; near visual acuity to review written documentation; ability to hear and understand speech at normal room levels and on the telephone; manual dexterity to operate a telephone and keyboard; lift horizontally and vertically, bend and stoop.

OXNARD SCHOOL DISTRICT

Board Policy Adopted:

June 25, 1998; Revised: April 13, 2005

Personnel Commission Approved:

February 26, 1998, Revision: January 13, 2005

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2018-19**

Effective 7-1-2018

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Range #	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$2,987	\$3,138	\$3,293	\$3,460	\$3,631	\$3,671	\$3,711	\$3,751	\$3,791	\$3,831
1.5	\$3,065	\$3,214	\$3,379	\$3,545	\$3,722	\$3,762	\$3,802	\$3,842	\$3,882	\$3,922
2.0	\$3,138	\$3,293	\$3,460	\$3,631	\$3,811	\$3,851	\$3,891	\$3,931	\$3,971	\$4,011
2.5	\$3,214	\$3,379	\$3,545	\$3,722	\$3,912	\$3,952	\$3,992	\$4,032	\$4,072	\$4,112
3.0	\$3,293	\$3,460	\$3,631	\$3,811	\$4,007	\$4,047	\$4,087	\$4,127	\$4,167	\$4,207
3.5	\$3,379	\$3,545	\$3,722	\$3,912	\$4,107	\$4,147	\$4,187	\$4,227	\$4,267	\$4,307
4.0	\$3,460	\$3,631	\$3,811	\$4,007	\$4,211	\$4,251	\$4,291	\$4,331	\$4,371	\$4,411
4.5	\$3,545	\$3,723	\$3,912	\$4,106	\$4,312	\$4,352	\$4,392	\$4,432	\$4,472	\$4,512
5.0	\$3,631	\$3,811	\$4,007	\$4,211	\$4,413	\$4,453	\$4,493	\$4,533	\$4,573	\$4,613
5.5	\$3,722	\$3,912	\$4,107	\$4,312	\$4,526	\$4,566	\$4,606	\$4,646	\$4,686	\$4,726
6.0	\$3,811	\$4,007	\$4,211	\$4,413	\$4,636	\$4,676	\$4,716	\$4,756	\$4,796	\$4,836
6.5	\$3,912	\$4,107	\$4,312	\$4,526	\$4,756	\$4,796	\$4,836	\$4,876	\$4,916	\$4,956
7.0	\$4,007	\$4,211	\$4,413	\$4,636	\$4,867	\$4,907	\$4,947	\$4,987	\$5,027	\$5,067
7.5	\$4,107	\$4,312	\$4,526	\$4,756	\$4,986	\$5,026	\$5,066	\$5,106	\$5,146	\$5,186
8.0	\$4,211	\$4,413	\$4,636	\$4,867	\$5,112	\$5,152	\$5,192	\$5,232	\$5,272	\$5,312
8.5	\$4,312	\$4,526	\$4,756	\$4,986	\$5,236	\$5,276	\$5,316	\$5,356	\$5,396	\$5,436
9.0	\$4,413	\$4,636	\$4,867	\$5,112	\$5,368	\$5,408	\$5,448	\$5,488	\$5,528	\$5,568
9.5	\$4,526	\$4,756	\$4,986	\$5,236	\$5,500	\$5,540	\$5,580	\$5,620	\$5,660	\$5,700
10.0	\$4,636	\$4,867	\$5,112	\$5,368	\$5,633	\$5,673	\$5,713	\$5,753	\$5,793	\$5,833
10.5	\$4,756	\$4,986	\$5,236	\$5,500	\$5,778	\$5,818	\$5,858	\$5,898	\$5,938	\$5,978
11.0	\$4,867	\$5,112	\$5,368	\$5,633	\$5,916	\$5,956	\$5,996	\$6,036	\$6,076	\$6,116
11.5	\$4,986	\$5,236	\$5,500	\$5,778	\$6,066	\$6,106	\$6,146	\$6,186	\$6,226	\$6,266
12.0	\$5,112	\$5,368	\$5,633	\$5,916	\$6,213	\$6,253	\$6,293	\$6,333	\$6,373	\$6,413
12.5	\$5,236	\$5,500	\$5,778	\$6,066	\$6,371	\$6,411	\$6,451	\$6,491	\$6,531	\$6,571

\* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Senior Executive Assistant to the Superintendent*	261	12.5	\$373
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373

\*effective April 2020

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section D: Action Items

**Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020)  
(Penanhoat/Crandall Plasencia)**

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The Oxnard School District First Interim Report for Fiscal Year 2020-2021 is presented to the Board.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020).

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District 2020-21 First Interim Report \(135 pages\)](#)  
[2020-2021 1st Interim Budget Report Presentation \(16 pages\)](#)

2020-21  
1<sup>st</sup> Interim Report  
(period ending October 31, 2020)



Board Meeting of  
December 16, 2020

Prepared by:  
Janet Penanhoat, Interim Assistant  
Superintendent, Business & Fiscal Services  
and  
Mary Crandall Plasencia, Director of Finance

**Mission:**

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

**Vision:**

*Empowering all children to achieve excellence*



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# OXNARD SCHOOL DISTRICT

## First Interim Report 2020-2021

Education Code 42130 provides that the district submit a First Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending October 31, 2020.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Enrollment History
- Average Daily Attendance Form
- LCFF Calculation
- Actual and Projected Cash Flows
- General Fund Summary of Changes
- SACS Fund Detail
- School District Criteria & Standards

### **OTHER FUNDS**

The Other Funds of the district are substantially unchanged from that presented in the Adopted Budget.

### **MULTI-YEAR PROJECTIONS**

Beginning on page 94 are the projections for the 2021-22 and 2022-23 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the 2<sup>nd</sup> Interim Report.

### **SUMMARY**

Budget updates will occur on a regular basis. The 2<sup>nd</sup> Interim Report will be presented to the Board of Trustees by March 15, 2021.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

### **RECOMMENDATION**

**For purpose of meeting the First Interim Reporting Guidelines, it is recommended that the Board accept the First Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.**

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 16, 2020 Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

- POSITIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**  
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Mary Crandall Plasencia Telephone: 805-385-1501 x2455  
Title: Director of Finance E-mail: mcrandallplasencia@oxnardsd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

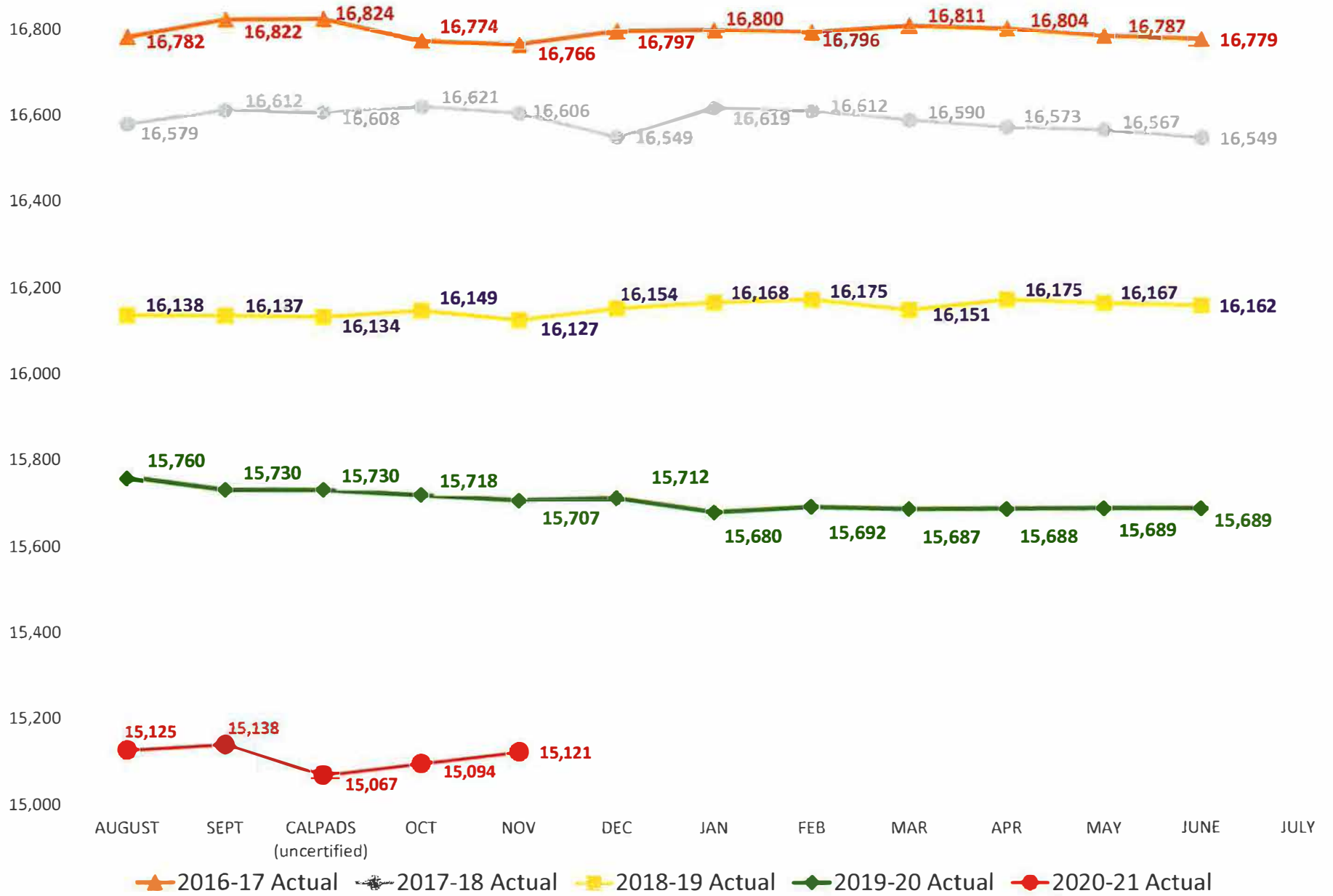
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2019-20) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2020-21 Original Budget	2020-21 Board Approved Operating Budget	2020-21 Actuals to Date	2020-21 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund				
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

### Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals



**2019-20**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
K-3	6874	6678.43	97.15%	6626.86	96.40%	6620.00	96.30%
	0	0.00	97.15%	0.00	96.40%	0.00	96.30%
4-6	5302	5151.36	97.15%	5111.58	96.40%	5106.29	96.30%
7-8	3628	3524.41	97.15%	3497.20	96.40%	3493.57	96.30%
Home & Hosp	0	0.00	97.15%	0.00	96.40%	0.00	96.30%
SpEd Ex Yr (incl abo	15	14.35	97.15%	0.00	96.40%	14.22	96.30%
Non Pub	7	6.70	97.15%	4.75	96.40%	6.64	96.30%
County Suppl	0	0.00	97.15%	0.00	96.40%	0.00	96.30%
	15,825	15,375		15,240		15,241	
Chg from prev yr	-329	97.15%		96.30%		96.30%	
% chg from prv yr	-2.08%						

**2020-21**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
K-3	6466	6283.40	97.18%	6230.92	96.36%	6224.28	96.26%
	0	0.00	97.18%	0.00	96.36%	0.00	96.26%
4-6	5161	5015.25	97.18%	4973.37	96.36%	4968.06	96.26%
7-8	3517	3417.68	97.18%	3389.14	96.36%	3385.52	96.26%
Home & Hosp	0	0.00	97.18%	0.00	96.36%	0.00	96.26%
Spec Ed Ex Yr (incl	15	14.15	97.18%	0.00	96.36%	14.02	96.26%
Non Pub	3	2.92	97.18%	2.89	96.36%	2.89	96.26%
County Suppl	0	0.00	97.18%	0.00	96.36%	0.00	96.26%
	15,162	14,733		14,596		14,595	
Chg from prev yr	-664	97.18%		96.27%		96.26%	
% chg from prv yr	-4.38%						

**2021-22**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
K-3	6295	6121.85	97.25%	6068.55	96.40%	6060.97	96.28%
	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
4-6	5025	4886.31	97.25%	4843.77	96.40%	4837.72	96.28%
7-8	3424	3329.81	97.25%	3300.82	96.40%	3296.70	96.28%
Home & Hosp	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
Spec Ed Ex Yr (incl	14	13.98	97.25%	13.86	96.40%	13.85	96.28%
Non Pub	3	2.84	97.25%	2.82	96.40%	2.81	96.28%
County Suppl	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
	14,761	14,355		14,230		14,212	
Chg from prev yr	-401	97.25%		96.40%		96.28%	
% chg from prv yr	-2.72%						

**2022-2023**

Grade	CBEDS/ CalPads	P-1	% to Enr	P-2	% Change	Annual	% Change
K-3	6106	5937.93	97.25%	5886.23	96.40%	5878.88	96.28%
	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
4-6	4874	4739.51	97.25%	4698.24	96.40%	4692.38	96.28%
7-8	3321	3229.77	97.25%	3201.65	96.40%	3197.65	96.28%
Home & Hosp	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
Spec Ed Ex Yr (incl	14	13.56	97.25%	13.45	96.40%	13.43	96.28%
Non Pub	3	2.75	97.25%	2.73	96.40%	2.73	96.28%
County Suppl	0	0.00	97.25%	0.00	96.40%	0.00	96.28%
	14,317	13,924		13,802		13,785	
Chg from prev yr	-443	97.25%		96.40%		96.28%	
% chg from prv yr	-3.10%						



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,194.07	15,194.07	14,733.26	15,194.07	0.00	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	15,194.07	15,194.07	14,733.26	15,194.07	0.00	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	47.01	47.01	47.01	47.01	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	6.82	6.82	6.82	6.82	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	53.83	53.83	53.83	53.83	0.00	0%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	15,247.90	15,247.90	14,787.09	15,247.90	0.00	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>5. County Operations Grant ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0%

LCFF Calculator Universal Assumptions				
Oxnard (72538) - FY2020-21 First Interim				10/31/2020
Summary of Funding				
	2019-20	2020-21	2021-22	2022-23
<b>Target Components:</b>				
COLA & Augmentation	3.26%	0.00%	0.00%	0.00%
Base Grant Proration Factor	-	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	-	0.00%	0.00%	0.00%
Base Grant	122,597,954	119,272,691	119,272,691	112,718,866
Grade Span Adjustment	5,497,559	5,223,953	5,223,953	4,912,269
Supplemental Grant	22,163,086	21,540,409	22,001,047	20,660,733
Concentration Grant	20,181,448	19,614,447	20,766,040	19,303,270
<b>Add-ons</b>	<b>1,709,470</b>	<b>1,709,470</b>	<b>1,709,470</b>	<b>1,709,470</b>
Total Target	172,149,517	167,360,970	168,973,201	159,304,608
<b>Transition Components:</b>				
Target	\$ 172,149,517	\$ 167,360,970	\$ 168,973,201	\$ 159,304,608
Funded Based on Target Formula (PY P-2)	TRUE	TRUE	TRUE	TRUE
Floor	166,468,682	162,383,607	162,383,607	154,396,528
<i>Remaining Need after Gap (informational only)</i>				
Gap %	100%	100%	100%	100%
Current Year Gap Funding	-	-	-	-
Miscellaneous Adjustments	-	-	-	-
Economic Recovery Target	-	-	-	-
Additional State Aid	-	-	-	-
<b>Total LCFF Entitlement</b>	<b>\$ 172,149,517</b>	<b>\$ 167,360,970</b>	<b>\$ 168,973,201</b>	<b>\$ 159,304,608</b>
<b>Components of LCFF By Object Code</b>				
	2019-20	2020-21	2021-22	2022-23
8011 - State Aid	\$ 132,366,714	\$ 113,735,292	\$ 128,886,560	\$ 120,028,023
8011 - Fair Share	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-
EPA (for LCFF Calculation purposes)	12,816,007	28,261,438	14,722,401	13,912,345
<i>Local Revenue Sources:</i>				
8021 to 8089 - Property Taxes	26,966,796	25,364,240	25,364,240	25,364,240
8096 - In-Lieu of Property Taxes	-	-	-	-
<i>Property Taxes net of in-lieu</i>	<b>26,966,796</b>	<b>25,364,240</b>	<b>25,364,240</b>	<b>25,364,240</b>
<b>TOTAL FUNDING</b>	<b>\$ 172,149,517</b>	<b>\$ 167,360,970</b>	<b>\$ 168,973,201</b>	<b>\$ 159,304,608</b>
<i>Basic Aid Status</i>				
	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -
<b>Total Phase-In Entitlement</b>	<b>\$ 172,149,517</b>	<b>\$ 167,360,970</b>	<b>\$ 168,973,201</b>	<b>\$ 159,304,608</b>
<b>EPA Details</b>				
% of Adjusted Revenue Limit - Annual	16.08698870%	36.47280930%	19.00000000%	19.00000000%
% of Adjusted Revenue Limit - P-2	16.08698870%	36.47280930%	19.00000000%	19.00000000%
EPA (for LCFF Calculation purposes)	\$ 12,816,007	\$ 28,261,438	\$ 14,722,401	\$ 13,912,345
8012 - EPA, Current Year Receipt (P-2 plus Current Year Accrual)	12,816,007	28,261,438	14,722,401	13,912,345
8019 - EPA, Prior Year Adjustment (P-A less Prior Year Accrual)	193,448	-	-	-
Accrual (from Assumptions)	-	-	-	-

<b>LCFF Calculator Universal Assumptions</b>				
Oxnard (72538) - FY2020-21 First Interim				10/31/2020
<b>Summary of Student Population</b>				
	2019-20	2020-21	2021-22	2022-23
<b>Unduplicated Pupil Population</b>				
Enrollment	15,727	15,147	14,815	14,352
COE Enrollment	54	60	60	60
<i>Total Enrollment</i>	<i>15,781</i>	<i>15,207</i>	<i>14,875</i>	<i>14,412</i>
Unduplicated Pupil Count	14,078	13,329	13,037	12,629
COE Unduplicated Pupil Count	26	27	27	27
<i>Total Unduplicated Pupil Count</i>	<i>14,104</i>	<i>13,356</i>	<i>13,064</i>	<i>12,656</i>
Rolling %, Supplemental Grant	86.5100%	86.5100%	88.3600%	87.8200%
Rolling %, Concentration Grant	86.5100%	86.5100%	88.3600%	87.8200%
<b>FUNDED ADA</b>				
<b>Adjusted Base Grant ADA</b>	<i>Prior Year</i>	<i>Current Year</i>	<i>Prior Year</i>	<i>Prior Year</i>
Grades TK-3	6,863.37	6,521.79	6,521.79	6,132.67
Grades 4-6	5,230.36	5,186.73	5,186.73	4,908.84
Grades 7-8	3,583.27	3,539.38	3,539.38	3,367.42
Grades 9-12	-	-	-	-
<b>Total Adjusted Base Grant ADA</b>	<b>15,677.00</b>	<b>15,247.90</b>	<b>15,247.90</b>	<b>14,408.93</b>
<b>Necessary Small School ADA</b>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>
Grades TK-3	-	-	-	-
Grades 4-6	-	-	-	-
Grades 7-8	-	-	-	-
Grades 9-12	-	-	-	-
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Funded ADA</b>	<b>15677.00</b>	<b>15247.90</b>	<b>15247.90</b>	<b>14408.93</b>
<b>ACTUAL ADA (Current Year Only)</b>				
Grades TK-3	6,521.79	6,521.79	6,132.67	5,948.75
Grades 4-6	5,186.73	5,186.73	4,908.84	4,762.04
Grades 7-8	3,539.38	3,539.38	3,367.42	3,267.08
Grades 9-12	-	-	-	-
<b>Total Actual ADA</b>	<b>15,247.90</b>	<b>15,247.90</b>	<b>14,408.93</b>	<b>13,977.87</b>
<b>Funded Difference (Funded ADA less Actual ADA)</b>	<b>429.10</b>	<b>-</b>	<b>838.97</b>	<b>431.06</b>
<b>LCAP Percentage to Increase or Improve Services</b>				
	2019-20	2020-21	2021-22	2022-23
Current year estimated supplemental and concen \$	42,344,534 \$	41,154,856 \$	42,767,087 \$	39,964,003
Current year Percentage to Increase or Improve 5	33.06%	33.06%	34.35%	33.97%

**LOCAL CONTROL FUNDING FORMULA**

2019-20

**CALCULATE LCFF TARGET**

	COA & Augmentation		Base Grant	Unduplicated Pupil		2019-20
	3.260%		Proration	Percentage		
Unduplicated as % of Enrollment			0.00%	86.51%	86.51%	
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	6,863.37	7,702	801	1,471	1,340	77,651,047
Grades 4-6	5,230.36	7,818		1,353	1,232	54,408,277
Grades 7-8	3,583.27	8,050		1,393	1,268	38,380,722
Grades 9-12	-	9,329	243	1,656	1,508	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
<b>TOTAL BASE</b>	<b>15,677.00</b>	<b>122,597,954</b>	<b>5,497,559</b>	<b>22,163,086</b>	<b>20,181,448</b>	<b>170,440,047</b>
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>						<b>172,149,517</b>
Funded Based on Target Formula (based on prior year P2 certification)						TRUE

**ECONOMIC RECOVERY TARGET PAYMENT**

**CALCULATE LCFF FLOOR**

	12-13 Rate	19-20 ADA	
Current year Funded ADA times Base per ADA	5,035.32	15,677.00	78,938,712
Current year Funded ADA times Other RL per ADA	46.45	15,677.00	728,197
Necessary Small School Allowance at 12-13 rates			-
2012-13 Categoricals			17,222,074
Floor Adjustments			-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA			-
Less Fair Share Reduction			-
Non-CDE certified New Charter: District PY rate * CY ADA			-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,438.33	15,677.00	69,579,699
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>			<b>166,468,682</b>

**CALCULATE LCFF PHASE-IN ENTITLEMENT**

	2019-20
LOCAL CONTROL FUNDING FORMULA TARGET	172,149,517
LOCAL CONTROL FUNDING FORMULA FLOOR	166,468,682
LCFF Need (LCFF Target less LCFF Floor, if positive)	-
Current Year Gap Funding	100.00%
ECONOMIC RECOVERY PAYMENT	-
Miscellaneous Adjustments	-
<b>LCFF Entitlement before Minimum State Aid provision</b>	<b>172,149,517</b>

**CALCULATE STATE AID**

Transition Entitlement	172,149,517
Local Revenue (including RDA)	(26,966,796)
Gross State Aid	145,182,721

**CALCULATE MINIMUM STATE AID**

	12-13 Rate	19-20 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	15,677.00	79,666,908
2012-13 NSS Allowance (deficit)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			(26,966,796)
Subtotal State Aid for Historical RL/Charter General BG			52,700,112
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee Before Proration Factor			69,922,186
Proration Factor			-
Minimum State Aid Guarantee			69,922,186

**CHARTER SCHOOL MINIMUM STATE AID OFFSET**

Local Control Funding Formula Target Base (2019-20 forward)	-
Minimum State Aid plus Property Taxes including RDA	-
Offset	-
Minimum State Aid Prior to Offset	-
Total Minimum State Aid with Offset	-
<b>TOTAL STATE AID</b>	<b>145,182,721</b>

**Additional State Aid (Additional SA)**

LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)		172,149,517
CHANGE OVER PRIOR YEAR	1.28%	2,176,056
LCFF Entitlement PER ADA		10,981
PER ADA CHANGE OVER PRIOR YEAR	3.66%	388
BASIC AID STATUS (school districts only)		Non-Basic Aid

**LCFF SOURCES INCLUDING EXCESS TAXES**

	Increase	2019-20
State Aid	2.32%	3,291,384
Property Taxes net of in-lieu	-3.97%	(1,115,328)
Charter in-Lieu Taxes	0.00%	-
LCFF pre COE, Choice, Supp	1.28%	2,176,056
		172,149,517

Oxnard (72538) - FY2020-21 First Interim Budget		7/31/21		v21.2	
<b>LOCAL CONTROL FUNDING FORMULA</b>					<b>2020-21</b>
CALCULATE LCFF TARGET					
Unduplicated as % of Enrollment	COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage	
	0.000%		0.00%	86.51%	86.51%
	ADA	Base	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,702	801	1,471	1,340
Grades 4-6	5,186.73	7,818		1,353	1,232
Grades 7-8	3,539.38	8,050		1,393	1,268
Grades 9-12	-	9,329	243	1,656	1,508
Subtract NSS	-	-	-	-	-
NSS Allowance	-	-	-	-	-
<b>TOTAL BASE</b>	<b>15,247.90</b>	<b>119,272,691</b>	<b>5,223,953</b>	<b>21,540,409</b>	<b>19,614,447</b>
Targeted Instructional Improvement Block Grant					500,077
Home-to-School Transportation					1,209,393
Small School District Bus Replacement Program					-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>					<b>167,360,970</b>
Funded Based on Target Formula (based on prior year P-2 certification)					TRUE
ECONOMIC RECOVERY TARGET PAYMENT					
CALCULATE LCFF FLOOR					
Current year Funded ADA times Base per ADA			12-13 Rate	20-21 ADA	76,778,056
Current year Funded ADA times Other RL per ADA			46.45	15,247.90	708,265
Necessary Small School Allowance at 12-13 rates					-
2012-13 Categoricals					17,222,074
Floor Adjustments					-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA					-
Less Fair Share Reduction					-
Non-CDE certified New Charter: District PY rate * CY ADA					-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,438.33		15,247.90		67,675,212
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>					<b>162,383,607</b>
CALCULATE LCFF PHASE-IN ENTITLEMENT					
LOCAL CONTROL FUNDING FORMULA TARGET					167,360,970
LOCAL CONTROL FUNDING FORMULA FLOOR					162,383,607
LCFF Need (LCFF Target less LCFF Floor, if positive)					-
Current Year Gap Funding				100.00%	-
ECONOMIC RECOVERY PAYMENT					-
Miscellaneous Adjustments					-
<b>LCFF Entitlement before Minimum State Aid provision</b>					<b>167,360,970</b>
CALCULATE STATE AID					
Transition Entitlement					167,360,970
Local Revenue (including RDA)					(25,364,240)
Gross State Aid					141,996,730
CALCULATE MINIMUM STATE AID					
2012-13 RL/Charter Gen BG adjusted for ADA		12-13 Rate	20-21 ADA		N/A
2012-13 NSS Allowance (deficit)		5,081.77	15,247.90		77,486,321
Minimum State Aid Adjustments					-
Less Current Year Property Taxes/In Lieu					(25,364,240)
Subtotal State Aid for Historical RL/Charter General BG					52,122,081
Categorical funding from 2012-13					17,222,074
Charter Categorical Block Grant adjusted for ADA					-
Minimum State Aid Guarantee Before Proration Factor					69,344,155
Proration Factor					0.00%
Minimum State Aid Guarantee					69,344,155
CHARTER SCHOOL MINIMUM STATE AID OFFSET					
Local Control Funding Formula Target Base (2019-20 forward)					-
Minimum State Aid plus Property Taxes including RDA					-
Offset					-
Minimum State Aid Prior to Offset					-
Total Minimum State Aid with Offset					-
<b>TOTAL STATE AID</b>					<b>141,996,730</b>
<b>Additional State Aid (Additional SA)</b>					
LCFF Phase-In Entitlement					167,360,970
(before COE transfer, Choice & Charter Supplemental)					167,360,970
CHANGE OVER PRIOR YEAR		-2.78%	(4,788,547)		
<b>LCFF Entitlement PER ADA</b>					<b>10,976</b>
PER ADA CHANGE OVER PRIOR YEAR		-0.05%	(5)		
BASIC AID STATUS (school districts only)					Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES					
			Increase		2020-21
State Aid		-2.19%	(3,185,991)		141,996,730
Property Taxes net of in-lieu		-5.94%	(1,602,556)		25,364,240
Charter in-Lieu Taxes		0.00%	-		-
<b>LCFF pre COE, Choice, Supp</b>		<b>-2.78%</b>	<b>(4,788,547)</b>		<b>167,360,970</b>

Oxnard (72538) - FY2020-21 First Interim Budget					
LOCAL CONTROL FUNDING FORMULA					2021-22
CALCULATE LCFF TARGET					
	COIA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage	
Unduplicated as % of Enrollment	0.000%		0.00%	88.36%	2021-22
	ADA	Base	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,702	801	1,503	1,418
Grades 4-6	5,186.73	7,818		1,382	1,304
Grades 7-8	3,539.38	8,050		1,423	1,343
Grades 9-12	-	9,329	243	1,692	1,597
Subtract NSS	-	-	-	-	-
NSS Allowance	-	-	-	-	-
TOTAL BASE	15,247.90	119,272,691	5,223,953	22,001,047	70,766,040
Targeted Instructional Improvement Block Grant					500,077
Home-to-School Transportation					1,209,393
Small School District Bus Replacement Program					-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET					168,973,201
Funded Based on Target Formula (based on prior year P2 certification)					TRUE
ECONOMIC RECOVERY TARGET PAYMENT					
CALCULATE LCFF FLOOR					
			12-13 Rate	21-22 ADA	
Current year Funded ADA times Base per ADA			5,035.32	15,247.90	76,778,056
Current year Funded ADA times Other RL per ADA			46.45	15,247.90	708,265
Necessary Small School Allowance at 12-13 rates					-
2012-13 Categoricals					17,222,074
Floor Adjustments					-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA					-
Less Fair Share Reduction					-
Non-CDE certified New Charter: District PY rate * CY ADA					-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA			\$ 4,438.33	15,247.90	67,675,212
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR					162,383,607
CALCULATE LCFF PHASE-IN ENTITLEMENT					
					2021-22
LOCAL CONTROL FUNDING FORMULA TARGET					168,973,201
LOCAL CONTROL FUNDING FORMULA FLOOR					162,383,607
LCFF Need (LCFF Target less LCFF Floor, if positive)					-
Current Year Gap Funding				100.00%	-
ECONOMIC RECOVERY PAYMENT					-
Miscellaneous Adjustments					-
LCFF Entitlement before Minimum State Aid provision					168,973,201
CALCULATE STATE AID					
Transition Entitlement					168,973,201
Local Revenue (including RDA)					(25,364,240)
Gross State Aid					143,608,961
CALCULATE MINIMUM STATE AID					
			12-13 Rate	21-22 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA			5,081.77	15,247.90	77,486,321
2012-13 NSS Allowance (deficit)					-
Minimum State Aid Adjustments					-
Less Current Year Property Taxes/In Lieu					(25,364,240)
Subtotal State Aid for Historical RL/Charter General BG					52,122,081
Categorical funding from 2012-13					17,222,074
Charter Categorical Block Grant adjusted for ADA					-
Minimum State Aid Guarantee Before Proration Factor					69,344,155
Proration Factor					0.00%
Minimum State Aid Guarantee					69,344,155
CHARTER SCHOOL MINIMUM STATE AID OFFSET					
Local Control Funding Formula Target Base (2019-20 forward)					-
Minimum State Aid plus Property Taxes including RDA					-
Offset					-
Minimum State Aid Prior to Offset					-
Total Minimum State Aid with Offset					-
TOTAL STATE AID					143,608,961
Additional State Aid (Additional SA)					
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)					168,973,201
CHANGE OVER PRIOR YEAR	0.96%		1,612,231		
LCFF Entitlement PER ADA					11,082
PER ADA CHANGE OVER PRIOR YEAR	0.97%		106		
BASIC AID STATUS (school districts only)					Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES					
			Increase		2021-22
State Aid	1.14%		1,612,231		143,608,961
Property Taxes net of in-lieu	0.00%		-		25,364,240
Charter in-Lieu Taxes	0.00%		-		-
LCFF pre COE, Choice, Supp	0.96%		1,612,231		168,973,201



Oxnard (72538) - FY2020-21 First Interim Budget		44135		v21.2	
LOCAL CONTROL FUNDING FORMULA		2022-23			
CALCULATE LCFF TARGET					
		Base Grant Proration		Unduplicated Pupil Percentage	
Unduplicated as % of Enrollment	0.000%	0.00%	87.82%	87.82%	2022-23
	ADA	Base	Gr Span	Supp	Concen
Grades TK-3	6,132.67	7,702	801	1,493	1,395
Grades 4-6	4,908.84	7,818		1,373	1,283
Grades 7-8	3,367.42	8,050		1,414	1,321
Grades 9-12		9,329	243	1,681	1,571
Subtract NSS					
NSS Allowance					
TOTAL BASE	14,408.93	112,718,866	4,912,269	20,660,733	19,303,270
Targeted Instructional Improvement Block Grant					500,077
Home-to-School Transportation					1,209,393
Small School District Bus Replacement Program					
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET					159,304,608
Funded Based on Target Formula (based on prior year P-2 certification)					TRUE
ECONOMIC RECOVERY TARGET PAYMENT					
CALCULATE LCFF FLOOR					
			12-13 Rate	22-23 ADA	
Current year Funded ADA times Base per ADA			5,035.32	14,408.93	72,553,573
Current year Funded ADA times Other RL per ADA			46.45	14,408.93	669,295
Necessary Small School Allowance at 12-13 rates					
2012-13 Categoricals					17,222,074
Floor Adjustments					
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA					
Less Fair Share Reduction					
Non-CDE certified New Charter: District PY rate * CY ADA					
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA			\$ 4,438.33	14,408.93	63,951,586
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR					154,396,528
CALCULATE LCFF PHASE-IN ENTITLEMENT					
					2022-23
LOCAL CONTROL FUNDING FORMULA TARGET					159,304,608
LOCAL CONTROL FUNDING FORMULA FLOOR					154,396,528
LCFF Need (LCFF Target less LCFF Floor, if positive)					
Current Year Gap Funding				100.00%	
ECONOMIC RECOVERY PAYMENT					
Miscellaneous Adjustments					
LCFF Entitlement before Minimum State Aid provision					159,304,608
CALCULATE STATE AID					
Transition Entitlement					159,304,608
Local Revenue (including RDA)					(25,364,240)
Gross State Aid					133,940,368
CALCULATE MINIMUM STATE AID					
			12-13 Rate	22-23 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA			5,081.77	14,408.93	73,222,868
2012-13 NSS Allowance (deficit)					
Minimum State Aid Adjustments					
Less Current Year Property Taxes/In Lieu					(25,364,240)
Subtotal State Aid for Historical RL/Charter General BG					47,858,628
Categorical funding from 2012-13					17,222,074
Charter Categorical Block Grant adjusted for ADA					
Minimum State Aid Guarantee Before Proration Factor					65,080,702
Proration Factor					0.00%
Minimum State Aid Guarantee					65,080,702
CHARTER SCHOOL MINIMUM STATE AID OFFSET					
Local Control Funding Formula Target Base (2019-20 forward)					
Minimum State Aid plus Property Taxes including RDA					
Offset					
Minimum State Aid Prior to Offset					
Total Minimum State Aid with Offset					
TOTAL STATE AID					133,940,368
Additional State Aid (Additional SA)					
LCFF Phase-In Entitlement					
(before COE transfer, Choice & Charter Supplemental)					159,304,608
CHANGE OVER PRIOR YEAR			-5.72%	(9,668,593)	
LCFF Entitlement PER ADA					11,056
PER ADA CHANGE OVER PRIOR YEAR			-0.23%	(26)	
BASIC AID STATUS (school districts only)					
LCFF SOURCES INCLUDING EXCESS TAXES					Non-Basic Aid
			Increase		2022-23
State Aid			-6.73%	(9,668,593)	133,940,368
Property Taxes net of in-lieu			0.00%		25,364,240
Charter in-Lieu Taxes			0.00%		
LCFF pre COE, Choice, Supp			-5.72%	(9,668,593)	159,304,608

**2020-21 Estimated Cash Flow Report as of October 31, 2020 - 1st Interim Budget**

	Actual July	Actual August	Actual Sept	Actual October	Estimated November	Estimated December	Estimated January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	1st Interim Budget	Estimated Accrual
<b>Beg Cash Balance</b>	\$10,109,870	\$26,842,973	\$16,999,635	\$41,983,148	\$38,733,953	\$38,456,109	\$50,628,261	\$49,316,177	\$38,383,401	\$32,816,961	\$29,162,659	\$13,336,867			
<b>Revenue:</b>															
State Apportionment*	\$ 5,806,298	\$ 5,806,298	\$ 10,451,337	\$ 10,451,337	\$ 10,451,337	\$ 10,451,337	\$ 10,451,337	\$ 4,774,589	\$ 1,828,566	\$ 1,828,566	\$ 1,828,566	\$ -	\$ 74,129,568	\$ 113,735,292	\$ 39,605,724
EPA	\$ -	\$ -	\$ 7,264,190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,264,190	\$ -	\$ -	\$ -	\$ 6,468,868	\$ 28,261,438	\$ 28,261,438
Property Tax	\$ 297,953	\$ 7,997	\$ 94,169	\$ -	\$ 700,944	\$ 13,415,841	\$ 383,768	\$ 202,794	\$ 159,944	\$ 9,255,514	\$ 242,938	\$ 602,379	\$ 25,364,240	\$ 25,364,240	\$ -
Apportionment Transfers	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ (1,000,000)	\$ -
Federal	\$ 120,922	\$ 795,131	\$ 17,851,873	\$ 608,529	\$ 65,463	\$ 478,459	\$ 5,563,468	\$ -	\$ 826,903	\$ 563,387	\$ -	\$ -	\$ 8,712,646	\$ 35,586,780	\$ 35,586,780
Other State	\$ 18,638	\$ 18,638	\$ 2,891,263	\$ 185,518	\$ 1,894,916	\$ 1,872,765	\$ 38,484	\$ 62,878	\$ 832,473	\$ 1,102,890	\$ 63,054	\$ 1,083,581	\$ 10,065,098	\$ 10,065,098	\$ -
Local	\$ 2,247,413	\$ 494,764	\$ 885,785	\$ 1,195,622	\$ 825,102	\$ 950,337	\$ 887,121	\$ 511,271	\$ 514,868	\$ 630,246	\$ 591,065	\$ 790,458	\$ 10,524,051	\$ 10,524,051	\$ -
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 8,491,224	\$ 7,122,827	\$ 39,438,617	\$ 11,441,005	\$ 13,937,762	\$ 34,432,929	\$ 17,324,178	\$ 5,551,532	\$ 11,426,943	\$ 13,380,603	\$ 2,725,623	\$ 17,657,932	\$ 182,931,175	\$ 222,536,899	\$ 39,605,724
<b>Expenditures:</b>															
Certificated Salaries	\$ 154,640	\$ 7,614,949	\$ 7,619,931	\$ 7,476,973	\$ 7,677,290	\$ 7,625,238	\$ 7,565,826	\$ 7,429,707	\$ 7,529,707	\$ 7,529,707	\$ 7,709,873	\$ 11,945,416	\$ 87,879,259	\$ 87,879,259	\$ -
Classified Salaries	\$ 1,068,007	\$ 2,450,289	\$ 2,474,248	\$ 2,382,949	\$ 2,493,356	\$ 2,521,964	\$ 2,531,833	\$ 2,539,337	\$ 2,522,647	\$ 2,436,002	\$ 2,422,647	\$ 3,284,573	\$ 29,127,852	\$ 29,127,852	\$ -
Benefits	\$ 594,846	\$ 3,829,684	\$ 3,859,290	\$ 3,780,446	\$ 3,902,069	\$ 3,903,234	\$ 4,016,443	\$ 4,003,296	\$ 4,040,869	\$ 4,020,869	\$ 4,010,869	\$ 4,833,411	\$ 44,795,324	\$ 44,795,324	\$ -
Books & Supplies	\$ 49,031	\$ 204,070	\$ 308,997	\$ 1,610,988	\$ 792,847	\$ 5,557,785	\$ 3,458,135	\$ 682,595	\$ 790,033	\$ 1,460,586	\$ 1,507,348	\$ 10,075,390	\$ 26,497,805	\$ 26,497,805	\$ -
Services & Operating	\$ 222,746	\$ 1,881,202	\$ 888,101	\$ 2,556,607	\$ 1,891,314	\$ 2,534,714	\$ 2,427,286	\$ 2,408,643	\$ 2,410,540	\$ 2,572,081	\$ 3,035,539	\$ 6,505,159	\$ 29,333,933	\$ 29,333,933	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ 12,011	\$ 413,089	\$ 329,802	\$ -	\$ -	\$ 56,892	\$ 63,568	\$ 42,673	\$ 918,035	\$ 918,035	\$ -
Other Outgo	\$ 233,074	\$ 29,566	\$ 53,219	\$ 53,219	\$ 53,219	\$ 192,853	\$ 122,136	\$ 46,030	\$ 324,986	\$ 86,769	\$ 426,769	\$ 615,907	\$ 2,237,748	\$ 2,237,748	\$ -
<b>Total Expenses</b>	\$ 2,322,344	\$ 16,009,761	\$ 15,203,787	\$ 17,861,182	\$ 16,822,105	\$ 22,748,877	\$ 20,451,462	\$ 17,109,608	\$ 17,618,783	\$ 18,162,906	\$ 19,176,614	\$ 37,302,528	\$ 220,789,956	\$ 220,789,956	\$ -
<b>Net Monthly</b>	\$ 6,168,880	\$ (8,886,934)	\$ 24,234,830	\$ (6,420,177)	\$ (2,884,344)	\$ 11,684,051	\$ (3,127,284)	\$ (11,558,076)	\$ (6,191,839)	\$ (4,782,303)	\$ (16,450,991)	\$ (19,644,596)			
<b>Prior Year Transactions:</b>															
PY Audit Adjustment															
Accounts Receivable	\$ 21,147,391	\$ 220,760	\$ 1,441,474	\$ 3,122,514	\$ 1,718,000	\$ 7,800	\$ 850,000	\$ -	\$ -	\$ 502,900	\$ (10,200)	\$ 1,120,500	\$ 30,121,138	\$ -	\$ -
Accounts Payable*	\$ 10,583,169	\$ 1,177,164	\$ 692,791	\$ (48,468)	\$ (888,500)	\$ (480,300)	\$ (965,200)	\$ (625,300)	\$ (625,400)	\$ (625,100)	\$ (635,400)	\$ (15,575,400)	\$ (8,015,944)	\$ -	\$ -
<b>Net Prior Year</b>	\$ 10,566,222	\$ (956,405)	\$ 748,683	\$ 3,170,982	\$ 2,606,500	\$ 488,100	\$ 1,815,200	\$ 625,300	\$ 625,400	\$ 1,128,000	\$ 625,200	\$ 16,695,900	\$ 38,137,083	\$ -	\$ -
<b>Net Monthly Increase/(Decrease)*</b>	\$ 16,733,102	\$ (9,843,338)	\$ 24,983,513	\$ (3,249,195)	\$ (277,844)	\$ 12,172,151	\$ (1,312,084)	\$ (10,932,776)	\$ (5,566,439)	\$ (3,654,303)	\$ (15,825,791)	\$ (2,948,696)			
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>Ending Cash</b>	\$26,842,973	\$16,999,635	\$41,983,148	\$38,733,953	\$38,456,109	\$50,628,261	\$49,316,177	\$38,383,401	\$32,816,961	\$29,162,659	\$13,336,867	<b>\$10,388,171</b>			

\*Plan to borrow \$20m cash from other Funds in June; estimated repayment within 120 days, upon receipt of deferred apportionment.

**2020-21 General Fund Balance Summary Comparison  
Explanation of Changes from Original Budget**

Object	Original Budget	1st Interim	Difference	Explanation
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**Revenue:**

8010-8099	\$ 153,410,469	\$ 166,360,970	\$ 12,950,501	Increase due to State Budget adoption at 0.00% COLA (instead of -7.92% COLA).
8100-8299	\$ 15,896,821	\$ 35,586,780	\$ 19,689,959	Recognize prior year carryover of Federal revenue (\$5.4 million), and increase to CARES Act funding (\$14.2 million).
8300-8599	\$ 7,991,723	\$ 10,065,098	\$ 2,073,375	Recognize ASES prior year carryover, and increase to State Learning Loss Mitigation funding.
8600-8799	\$ 10,100,722	\$ 10,524,051	\$ 423,329	Increases in Local revenues such as Workers Compensation rebate from VCSSFA, safety credit funds, and higher interest rates.

**Expenditures:**

1000-1999	\$ 80,299,029	\$ 87,879,259	\$ 7,580,230	which were removed for 1st Interim; 1st Interim includes increased budget for extra hours for teacher professional development and intervention (ISPs) paid with CARES Act funds.
2000-2999	\$ 27,532,439	\$ 29,127,852	\$ 1,595,413	Adopted Budget included decreases for a hiring freeze and two furlough days, which were removed for 1st Interim; 1st Interim includes increased budget for extra hours for clerical support at sites, and extra staff paid with CARES Act funds.
3000-3999	\$ 40,502,919	\$ 44,795,324	\$ 4,292,405	Adjustment for increases to certificated and classified employee expenses.
4000-4999	\$ 13,019,602	\$ 26,497,805	\$ 13,478,203	Increase of budgeted expenditures that correlates to increased Federal revenue.
5000-5999	\$ 27,708,863	\$ 29,333,933	\$ 1,625,070	Increase of budgeted expenditures that correlates to increased Federal revenue.
6000-6999	\$ 186,250	\$ 918,035	\$ 731,785	Increase of budgeted expenditures that correlates to increased Federal revenue.
7100-7499	\$ 2,685,017	\$ 2,685,017	\$ -	
7300-7399	\$ (691,728)	\$ (447,269)	\$ 244,459	Increase in Indirect Costs due to increase in budgeted expenditures.
7600-7629	\$ 654,729	\$ -	\$ (654,729)	Decrease in contribution to Child Nutrition Fund, due to use of CARES Act funds.
8980-8999	\$ (36,925,709)	\$ (37,863,259)	\$ 937,550	Increase in contribution to Special Education.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	153,410,469.00	153,410,469.00	39,179,578.38	166,360,970.00	12,950,501.00	8.4%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,245,853.00	3,245,853.00	492,597.75	3,221,945.00	(23,908.00)	-0.7%
4) Other Local Revenue		8600-8799	3,161,722.00	3,161,722.00	2,355,070.57	3,544,979.00	383,257.00	12.1%
5) TOTAL, REVENUES			159,818,044.00	159,818,044.00	42,027,246.70	173,127,894.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	58,152,841.00	58,152,841.00	17,112,378.32	67,083,190.00	(8,930,349.00)	-15.4%
2) Classified Salaries		2000-2999	15,919,478.00	15,919,478.00	4,642,077.74	16,864,322.00	(944,844.00)	-5.9%
3) Employee Benefits		3000-3999	29,359,758.00	29,359,758.00	8,602,928.25	33,127,134.00	(3,767,376.00)	-12.8%
4) Books and Supplies		4000-4999	7,152,425.00	7,183,571.00	327,688.98	6,467,396.00	716,175.00	10.0%
5) Services and Other Operating Expenditures		5000-5999	14,950,985.00	14,950,985.00	3,306,780.17	13,011,845.00	1,939,140.00	13.0%
6) Capital Outlay		6000-6999	26,250.00	26,250.00	0.00	132,908.00	(106,658.00)	-406.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	955,017.00	955,017.00	369,078.39	955,017.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,783,440.00)	(1,783,440.00)	0.00	(1,992,365.00)	208,925.00	-11.7%
9) TOTAL, EXPENDITURES			124,733,314.00	124,764,460.00	34,360,931.85	135,649,447.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			35,084,730.00	35,053,584.00	7,666,314.85	37,478,447.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	654,729.00	654,729.00	0.00	0.00	654,729.00	100.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(36,925,709.00)	(36,925,709.00)	0.00	(37,863,259.00)	(937,550.00)	2.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			(37,580,438.00)	(37,580,438.00)	0.00	(37,863,259.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,495,708.00)	(2,526,854.00)	7,666,314.85	(384,812.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,165,228.87	15,165,228.00		15,165,228.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,165,228.87	15,165,228.00		15,165,228.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,165,228.87	15,165,228.00		15,165,228.00		
2) Ending Balance, June 30 (E + F1e)			12,669,520.87	12,638,374.00		14,780,418.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	150,000.00	6,555,675.00		7,488,850.00		
Bus replacement	0000	9780	150,000.00					
Bus replacement	0000	9780		150,000.00				
COVID reserve, economic uncertainty	0000	9780		6,405,675.00				
Textbook set-aside	0000	9780				2,000,000.00		
Bus replacement	0000	9780				150,000.00		
1x funds, building maintenance	0000	9780				1,542,000.00		
COVID reserve for economic uncertain	0000	9780				3,796,850.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,756,915.00	5,955,086.00		6,623,699.00		
Unassigned/Unappropriated Amount		9790	6,642,605.87	7,613.00		547,867.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	111,315,099.00	111,315,099.00	32,515,270.00	113,735,292.00	2,420,193.00	2.2%
Education Protection Account State Aid - Current Year		8012	18,505,551.00	18,505,551.00	7,264,190.00	28,261,438.00	9,755,887.00	52.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	0.00	0.00	0.00	161,196.00	161,196.00	New
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,793.00	6,793.00	7,106.33	6,612.00	(181.00)	-2.7%
County & District Taxes Secured Roll Taxes		8041	22,892,313.00	22,892,313.00	0.00	23,752,179.00	859,866.00	3.8%
Unsecured Roll Taxes		8042	524,000.00	524,000.00	0.00	516,193.00	(7,807.00)	-1.5%
Prior Years' Taxes		8043	71,457.00	71,457.00	78,501.46	82,039.00	10,582.00	14.8%
Supplemental Taxes		8044	551,241.00	551,241.00	213,145.99	623,263.00	72,022.00	13.1%
Education Revenue Augmentation Fund (ERAF)		8045	544,015.00	544,015.00	101,364.60	222,758.00	(321,257.00)	-59.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>154,410,469.00</b>	<b>154,410,469.00</b>	<b>40,179,578.38</b>	<b>167,360,970.00</b>	<b>12,950,501.00</b>	<b>8.4%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>153,410,469.00</b>	<b>153,410,469.00</b>	<b>39,179,578.38</b>	<b>166,360,970.00</b>	<b>12,950,501.00</b>	<b>8.4%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	501,503.00	501,503.00	0.00	488,945.00	(12,558.00)	-2.5%
Lottery - Unrestricted and Instructional Materials		8560	2,404,350.00	2,404,350.00	340,627.75	2,393,000.00	(11,350.00)	-0.5%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	340,000.00	340,000.00	151,970.00	340,000.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>3,245,853.00</b>	<b>3,245,853.00</b>	<b>492,597.75</b>	<b>3,221,945.00</b>	<b>(23,908.00)</b>	<b>-0.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	152,000.00	152,000.00	125,434.70	152,000.00	0.00	0.0%
Interest		8660	300,000.00	300,000.00	15,397.53	300,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees								
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	150,000.00	150,000.00	0.00	150,000.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	2,557,722.00	2,557,722.00	2,214,238.34	2,940,979.00	383,257.00	15.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>3,161,722.00</b>	<b>3,161,722.00</b>	<b>2,355,070.57</b>	<b>3,544,979.00</b>	<b>383,257.00</b>	<b>12.1%</b>
<b>TOTAL, REVENUES</b>			<b>159,818,044.00</b>	<b>159,818,044.00</b>	<b>42,027,246.70</b>	<b>173,127,894.00</b>	<b>13,309,850.00</b>	<b>8.3%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	46,990,778.00	46,990,778.00	14,692,914.83	56,839,836.00	(9,849,058.00)	-21.0%
Certificated Pupil Support Salaries		1200	5,643,820.00	5,643,820.00	849,500.79	4,772,734.00	871,086.00	15.4%
Certificated Supervisors' and Administrators' Salaries		1300	5,518,243.00	5,518,243.00	1,569,962.70	5,470,620.00	47,623.00	0.9%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>58,152,841.00</b>	<b>58,152,841.00</b>	<b>17,112,378.32</b>	<b>67,083,190.00</b>	<b>(6,930,349.00)</b>	<b>-15.4%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	1,018,304.00	1,018,304.00	278,988.88	1,302,879.00	(284,575.00)	-27.9%
Classified Support Salaries		2200	4,425,546.00	4,425,546.00	1,341,985.10	4,816,061.00	(390,515.00)	-8.8%
Classified Supervisors' and Administrators' Salaries		2300	1,324,249.00	1,324,249.00	419,540.28	1,373,909.00	(49,660.00)	-3.8%
Clerical, Technical and Office Salaries		2400	6,476,246.00	6,476,246.00	1,950,082.76	6,560,825.00	(84,579.00)	-1.3%
Other Classified Salaries		2900	2,675,133.00	2,675,133.00	651,480.72	2,810,648.00	(135,515.00)	-5.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>15,919,478.00</b>	<b>15,919,478.00</b>	<b>4,642,077.74</b>	<b>16,864,322.00</b>	<b>(944,844.00)</b>	<b>-5.9%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	9,821,943.00	9,821,943.00	2,657,648.87	10,444,171.00	(622,228.00)	-6.3%
PERS		3201-3202	3,710,046.00	3,710,046.00	1,063,213.93	3,894,460.00	(184,414.00)	-5.0%
OASDI/Medicare/Alternative		3301-3302	2,185,659.00	2,185,659.00	611,251.72	2,288,316.00	(102,657.00)	-4.7%
Health and Welfare Benefits		3401-3402	11,136,346.00	11,136,346.00	3,012,109.19	10,914,683.00	221,663.00	2.0%
Unemployment Insurance		3501-3502	38,422.00	38,422.00	10,394.54	40,147.00	(1,725.00)	-4.5%
Workers' Compensation		3601-3602	1,582,985.00	1,582,985.00	433,591.75	1,674,571.00	(91,586.00)	-5.8%
OPEB, Allocated		3701-3702	70,314.00	70,314.00	812,823.57	3,047,270.00	(2,976,956.00)	-4233.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	1,894.68	823,516.00	(9,473.00)	-1.2%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>29,359,758.00</b>	<b>29,359,758.00</b>	<b>8,602,928.25</b>	<b>33,127,134.00</b>	<b>(3,767,376.00)</b>	<b>-12.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	1,600,000.00	1,600,000.00	73,513.91	1,000,000.00	600,000.00	37.5%
Books and Other Reference Materials		4200	28,000.00	59,146.00	1,006.96	137,145.00	(77,999.00)	-131.9%
Materials and Supplies		4300	5,034,860.00	5,034,860.00	186,996.11	4,750,023.00	284,837.00	5.7%
Noncapitalized Equipment		4400	489,565.00	489,565.00	66,172.00	580,228.00	(90,663.00)	-18.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>7,152,425.00</b>	<b>7,183,571.00</b>	<b>327,688.98</b>	<b>6,467,396.00</b>	<b>716,175.00</b>	<b>10.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	4,580,000.00	4,580,000.00	1,280.00	2,180,000.00	2,400,000.00	52.4%
Travel and Conferences		5200	254,346.00	254,346.00	30,724.04	264,179.00	(9,833.00)	-3.9%
Dues and Memberships		5300	104,410.00	104,410.00	93,597.58	102,430.00	1,980.00	1.9%
Insurance		5400-5450	1,763,742.00	1,763,742.00	830,293.57	1,764,742.00	(1,000.00)	-0.1%
Operations and Housekeeping Services		5500	2,756,750.00	2,756,750.00	772,026.61	2,756,750.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	583,682.00	583,682.00	163,702.85	584,220.00	(538.00)	-0.1%
Transfers of Direct Costs		5710	(83,898.00)	(83,898.00)	(8,133.06)	(85,728.00)	1,830.00	-2.2%
Transfers of Direct Costs - Interfund		5750	(17,100.00)	(17,100.00)	(12,722.71)	(17,100.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,562,823.00	4,562,823.00	1,268,426.55	5,004,325.00	(441,502.00)	-9.7%
Communications		5900	446,230.00	446,230.00	167,584.74	458,027.00	(11,797.00)	-2.6%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>14,950,985.00</b>	<b>14,950,985.00</b>	<b>3,306,780.17</b>	<b>13,011,845.00</b>	<b>1,939,140.00</b>	<b>13.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	99,625.00	(99,625.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	11,250.00	11,250.00	0.00	18,283.00	(7,033.00)	-62.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>26,250.00</b>	<b>26,250.00</b>	<b>0.00</b>	<b>132,908.00</b>	<b>(106,658.00)</b>	<b>-406.3%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	548,000.00	548,000.00	165,570.00	548,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	89,209.00	89,209.00	45,779.62	89,209.00	0.00	0.0%
Other Debt Service - Principal		7439	317,808.00	317,808.00	157,728.77	317,808.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>955,017.00</b>	<b>955,017.00</b>	<b>369,078.39</b>	<b>955,017.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(1,091,712.00)	(1,091,712.00)	0.00	(1,545,096.00)	453,384.00	-41.5%
Transfers of Indirect Costs - Interfund		7350	(691,728.00)	(691,728.00)	0.00	(447,269.00)	(244,459.00)	35.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(1,783,440.00)</b>	<b>(1,783,440.00)</b>	<b>0.00</b>	<b>(1,992,365.00)</b>	<b>208,925.00</b>	<b>-11.7%</b>
<b>TOTAL, EXPENDITURES</b>			<b>124,733,314.00</b>	<b>124,764,460.00</b>	<b>34,360,931.85</b>	<b>135,649,447.00</b>	<b>(10,884,987.00)</b>	<b>-8.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	654,729.00	654,729.00	0.00	0.00	654,729.00	100.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>654,729.00</b>	<b>654,729.00</b>	<b>0.00</b>	<b>0.00</b>	<b>654,729.00</b>	<b>100.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(36,925,709.00)	(36,925,709.00)	0.00	(37,863,259.00)	(937,550.00)	2.5%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>(36,925,709.00)</b>	<b>(36,925,709.00)</b>	<b>0.00</b>	<b>(37,863,259.00)</b>	<b>(937,550.00)</b>	<b>2.5%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>(37,580,438.00)</b>	<b>(37,580,438.00)</b>	<b>0.00</b>	<b>(37,863,259.00)</b>	<b>(282,821.00)</b>	<b>0.8%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	15,896,821.00	29,765,597.00	19,376,454.08	35,586,780.00	5,821,183.00	19.6%
3) Other State Revenue		8300-8599	4,745,870.00	4,745,870.00	2,621,459.50	6,843,153.00	2,097,283.00	44.2%
4) Other Local Revenue		8600-8799	6,939,000.00	6,939,000.00	2,468,512.64	6,979,072.00	40,072.00	0.6%
5) TOTAL, REVENUES			27,581,691.00	41,450,467.00	24,466,426.22	49,409,005.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	22,146,188.00	16,945,612.00	5,754,115.99	20,796,069.00	(3,850,457.00)	-22.7%
2) Classified Salaries		2000-2999	11,612,961.00	11,116,961.00	3,733,414.98	12,263,530.00	(1,146,569.00)	-10.3%
3) Employee Benefits		3000-3999	11,143,161.00	10,005,123.00	3,461,336.79	11,668,190.00	(1,663,067.00)	-16.6%
4) Books and Supplies		4000-4999	5,867,177.00	11,700,257.00	1,845,396.73	20,030,409.00	(8,330,152.00)	-71.2%
5) Services and Other Operating Expenditures		5000-5999	12,757,878.00	15,646,988.00	2,241,876.40	16,322,088.00	(675,100.00)	-4.3%
6) Capital Outlay		6000-6999	160,000.00	2,531,772.00	0.00	785,127.00	1,746,645.00	69.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,730,000.00	1,730,000.00	0.00	1,730,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,091,712.00	1,091,712.00	0.00	1,545,096.00	(453,384.00)	-41.5%
9) TOTAL, EXPENDITURES			66,509,077.00	70,768,425.00	17,036,140.89	85,140,509.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(38,927,386.00)	(29,317,958.00)	7,430,285.33	(35,731,504.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	36,925,709.00	36,925,709.00	0.00	37,863,259.00	937,550.00	2.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			36,925,709.00	36,925,709.00	0.00	37,863,259.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,001,677.00)	7,607,751.00	7,430,285.33	2,131,755.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,373,994.69	2,373,995.00		2,373,995.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,373,994.69	2,373,995.00		2,373,995.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,373,994.69	2,373,995.00		2,373,995.00		
2) Ending Balance, June 30 (E + F1e)			372,317.69	9,981,746.00		4,505,750.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			3,391,510.79	9,981,752.00		4,505,750.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			(3,019,193.10)	(6.00)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
<b>Subtotal, LCFF Sources</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,002,045.00	3,002,045.00	19,054.89	3,002,045.00	0.00	0.0%
Special Education Discretionary Grants		8182	139,218.00	139,218.00	0.00	139,218.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,737,720.00	3,737,720.00	905,526.67	7,439,987.00	3,702,267.00	99.1%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	525,000.00	525,000.00	0.00	925,692.00	400,692.00	76.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	31,900.00	31,900.00	8,913.68	57,214.00	25,314.00	79.4%
Title III, Part A, English Learner Program	4203	8290	835,218.00	835,218.00	336,092.87	1,723,564.00	888,346.00	106.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	277,400.00	277,400.00	326,257.04	806,688.00	529,288.00	190.8%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	7,348,320.00	21,217,096.00	17,780,608.93	21,492,372.00	275,276.00	1.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>15,896,821.00</b>	<b>29,765,597.00</b>	<b>19,376,454.08</b>	<b>35,586,780.00</b>	<b>5,821,183.00</b>	<b>19.6%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,581.00	350,581.00	104,372.00	371,984.00	21,403.00	6.1%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	859,719.00	859,719.00	369,081.54	780,220.00	(79,499.00)	-9.2%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,206,561.00	3,206,561.00	301,565.46	3,835,499.00	628,938.00	19.6%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	329,009.00	329,009.00	1,846,440.50	1,855,450.00	1,526,441.00	464.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>4,745,870.00</b>	<b>4,745,870.00</b>	<b>2,621,459.50</b>	<b>6,843,153.00</b>	<b>2,097,283.00</b>	<b>44.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	1,650.00	1,650.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,000.00	2,000.00	5,968.64	40,422.00	38,422.00	1921.1%
Tuition		8710	137,000.00	137,000.00	0.00	137,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,800,000.00	6,800,000.00	2,462,544.00	6,800,000.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>6,939,000.00</b>	<b>6,939,000.00</b>	<b>2,468,512.64</b>	<b>6,979,072.00</b>	<b>40,072.00</b>	<b>0.6%</b>
<b>TOTAL, REVENUES</b>			<b>27,581,691.00</b>	<b>41,450,467.00</b>	<b>24,466,426.22</b>	<b>49,409,005.00</b>	<b>7,958,538.00</b>	<b>19.2%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	15,496,560.00	10,296,004.00	3,176,374.69	12,795,114.00	(2,497,110.00)	-24.2%
Certificated Pupil Support Salaries		1200	5,250,315.00	5,250,315.00	2,141,677.66	6,617,705.00	(1,367,390.00)	-26.0%
Certificated Supervisors' and Administrators' Salaries		1300	971,617.00	971,617.00	306,237.41	692,626.00	76,991.00	6.1%
Other Certificated Salaries		1900	425,676.00	425,676.00	125,826.01	490,624.00	(64,948.00)	-15.3%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>22,146,188.00</b>	<b>16,945,612.00</b>	<b>5,754,115.99</b>	<b>20,796,069.00</b>	<b>(3,850,457.00)</b>	<b>-22.7%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	6,025,988.00	5,525,988.00	1,666,084.17	6,363,115.00	(837,127.00)	-15.1%
Classified Support Salaries		2200	2,836,507.00	2,836,507.00	1,085,965.25	3,080,423.00	(243,916.00)	-8.6%
Classified Supervisors' and Administrators' Salaries		2300	483,459.00	483,459.00	154,670.64	464,373.00	19,086.00	3.9%
Clerical, Technical and Office Salaries		2400	1,041,299.00	1,043,299.00	484,420.79	1,116,005.00	(72,706.00)	-7.0%
Other Classified Salaries		2900	1,225,708.00	1,227,708.00	342,274.13	1,239,614.00	(11,906.00)	-1.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>11,612,961.00</b>	<b>11,116,961.00</b>	<b>3,733,414.98</b>	<b>12,263,530.00</b>	<b>(1,146,569.00)</b>	<b>-10.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	3,488,882.00	2,532,082.00	869,564.25	3,096,183.00	(564,101.00)	-22.3%
PERS		3201-3202	2,510,735.00	2,511,149.00	832,209.75	2,695,281.00	(184,132.00)	-7.3%
OASDI/Medicare/Alternative		3301-3302	1,194,315.00	1,119,163.00	376,033.97	1,237,165.00	(118,002.00)	-10.5%
Health and Welfare Benefits		3401-3402	3,150,933.00	3,150,933.00	924,382.25	3,100,910.00	50,023.00	1.6%
Unemployment Insurance		3501-3502	16,064.00	13,484.00	4,568.03	15,583.00	(2,099.00)	-15.6%
Workers' Compensation		3601-3602	659,926.00	556,006.00	188,408.75	644,177.00	(88,171.00)	-15.9%
OPEB, Allocated		3701-3702	122,306.00	122,306.00	266,169.79	878,891.00	(756,585.00)	-618.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>11,143,161.00</b>	<b>10,005,123.00</b>	<b>3,461,336.79</b>	<b>11,668,190.00</b>	<b>(1,663,067.00)</b>	<b>-16.6%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	859,719.00	859,719.00	262,199.23	730,220.00	129,499.00	15.1%
Books and Other Reference Materials		4200	29,815.00	29,815.00	121,508.83	268,978.00	(239,163.00)	-802.2%
Materials and Supplies		4300	4,827,143.00	6,563,859.00	946,105.42	10,757,376.00	(4,193,517.00)	-63.9%
Noncapitalized Equipment		4400	150,500.00	4,246,864.00	515,583.25	6,991,835.00	(2,744,971.00)	-64.6%
Food		4700	0.00	0.00	0.00	1,282,000.00	(1,282,000.00)	New
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>5,867,177.00</b>	<b>11,700,257.00</b>	<b>1,845,396.73</b>	<b>20,030,409.00</b>	<b>(8,330,152.00)</b>	<b>-71.2%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	6,883,578.00	7,890,966.00	539,498.44	8,615,636.00	(724,670.00)	-9.2%
Travel and Conferences		5200	277,913.00	308,413.00	67,974.33	414,747.00	(106,334.00)	-34.5%
Dues and Memberships		5300	1,050.00	1,050.00	2,290.00	3,723.00	(2,673.00)	-254.6%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	12,000.00	12,000.00	2,018.00	12,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	189,600.00	169,600.00	31,893.92	244,630.00	(55,030.00)	-29.0%
Transfers of Direct Costs		5710	83,898.00	83,898.00	8,133.06	85,728.00	(1,830.00)	-2.2%
Transfers of Direct Costs - Interfund		5750	43,100.00	43,100.00	0.00	42,936.00	164.00	0.4%
Professional/Consulting Services and Operating Expenditures		5800	4,648,739.00	5,748,261.00	1,372,317.78	6,086,142.00	(337,881.00)	-5.9%
Communications		5900	618,000.00	1,369,700.00	217,750.87	816,546.00	553,154.00	40.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>12,757,878.00</b>	<b>15,646,988.00</b>	<b>2,241,876.40</b>	<b>16,322,088.00</b>	<b>(675,100.00)</b>	<b>-4.3%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	2,295,942.00	0.00	393,042.00	1,902,900.00	82.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	155,000.00	230,830.00	0.00	387,085.00	(156,255.00)	-67.7%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>160,000.00</b>	<b>2,531,772.00</b>	<b>0.00</b>	<b>785,127.00</b>	<b>1,746,645.00</b>	<b>69.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
Payments to County Offices		7142	1,680,000.00	1,680,000.00	0.00	1,680,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments All Other	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,730,000.00</b>	<b>1,730,000.00</b>	<b>0.00</b>	<b>1,730,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	1,091,712.00	1,091,712.00	0.00	1,545,096.00	(453,384.00)	-41.5%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>1,091,712.00</b>	<b>1,091,712.00</b>	<b>0.00</b>	<b>1,545,096.00</b>	<b>(453,384.00)</b>	<b>-41.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>66,509,077.00</b>	<b>70,768,425.00</b>	<b>17,036,140.89</b>	<b>85,140,509.00</b>	<b>(14,372,084.00)</b>	<b>-20.3%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	36,925,709.00	36,925,709.00	0.00	37,863,259.00	937,550.00	2.5%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>36,925,709.00</b>	<b>36,925,709.00</b>	<b>0.00</b>	<b>37,863,259.00</b>	<b>937,550.00</b>	<b>2.5%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>36,925,709.00</b>	<b>36,925,709.00</b>	<b>0.00</b>	<b>37,863,259.00</b>	<b>(937,550.00)</b>	<b>2.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	153,410,469.00	153,410,469.00	39,179,578.38	166,360,970.00	12,950,501.00	8.4%
2) Federal Revenue		8100-8299	15,896,821.00	29,765,597.00	19,376,454.08	35,586,780.00	5,821,183.00	19.6%
3) Other State Revenue		8300-8599	7,991,723.00	7,991,723.00	3,114,057.25	10,065,098.00	2,073,375.00	25.9%
4) Other Local Revenue		8600-8799	10,100,722.00	10,100,722.00	4,823,583.21	10,524,051.00	423,329.00	4.2%
5) TOTAL, REVENUES			187,399,735.00	201,268,511.00	66,493,672.92	222,536,899.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	80,299,029.00	75,098,453.00	22,866,494.31	87,879,259.00	(12,780,806.00)	-17.0%
2) Classified Salaries		2000-2999	27,532,439.00	27,036,439.00	8,375,492.72	29,127,852.00	(2,091,413.00)	-7.7%
3) Employee Benefits		3000-3999	40,502,919.00	39,364,881.00	12,064,265.04	44,795,324.00	(5,430,443.00)	-13.8%
4) Books and Supplies		4000-4999	13,019,602.00	18,883,828.00	2,173,085.71	26,497,805.00	(7,613,977.00)	-40.3%
5) Services and Other Operating Expenditures		5000-5999	27,708,863.00	30,597,973.00	5,548,656.57	29,333,933.00	1,264,040.00	4.1%
6) Capital Outlay		6000-6999	186,250.00	2,558,022.00	0.00	918,035.00	1,639,987.00	64.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299						
		7400-7499	2,685,017.00	2,685,017.00	369,078.39	2,685,017.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(691,728.00)	(691,728.00)	0.00	(447,269.00)	(244,459.00)	35.3%
9) TOTAL, EXPENDITURES			191,242,391.00	195,532,885.00	51,397,072.74	220,789,956.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			(3,842,656.00)	5,735,626.00	15,096,600.18	1,746,943.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	654,729.00	654,729.00	0.00	0.00	654,729.00	100.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(654,729.00)	(654,729.00)	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(4,497,385.00)	5,080,897.00	15,096,600.18	1,746,943.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,539,223.56	17,539,223.00		17,539,223.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,539,223.56	17,539,223.00		17,539,223.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,539,223.56	17,539,223.00		17,539,223.00		
2) Ending Balance, June 30 (E + F1e)			13,041,838.56	22,620,120.00		19,286,166.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			3,391,510.79	9,981,752.00		4,505,750.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	150,000.00	6,555,675.00		7,488,850.00		
Bus replacement	0000	9780	150,000.00					
Bus replacement	0000	9780		150,000.00				
COVID reserve, economic uncertainty	0000	9780		6,405,675.00				
Textbook set-aside	0000	9780				2,000,000.00		
Bus replacement	0000	9780				150,000.00		
1x funds, building maintenance	0000	9780				1,542,000.00		
COVID reserve for economic uncertain	0000	9780				3,796,850.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,756,915.00	5,955,086.00		6,623,699.00		
Unassigned/Unappropriated Amount		9790	3,623,412.77	7,607.00		547,867.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	111,315,099.00	111,315,099.00	32,515,270.00	113,735,292.00	2,420,193.00	2.2%
Education Protection Account State Aid - Current Year		8012	18,505,551.00	18,505,551.00	7,264,190.00	28,261,438.00	9,755,887.00	52.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	161,196.00	161,196.00	New
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,793.00	6,793.00	7,106.33	6,612.00	(181.00)	-2.7%
County & District Taxes								
Secured Roll Taxes		8041	22,892,313.00	22,892,313.00	0.00	23,752,179.00	859,866.00	3.8%
Unsecured Roll Taxes		8042	524,000.00	524,000.00	0.00	516,193.00	(7,807.00)	-1.5%
Prior Years' Taxes		8043	71,457.00	71,457.00	78,501.46	82,039.00	10,582.00	14.8%
Supplemental Taxes		8044	551,241.00	551,241.00	213,145.99	623,263.00	72,022.00	13.1%
Education Revenue Augmentation Fund (ERAF)		8045	544,015.00	544,015.00	101,364.60	222,758.00	(321,257.00)	-59.1%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>154,410,469.00</b>	<b>154,410,469.00</b>	<b>40,179,578.38</b>	<b>167,360,970.00</b>	<b>12,950,501.00</b>	<b>8.4%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	(1,000,000.00)	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>153,410,469.00</b>	<b>153,410,469.00</b>	<b>39,179,578.38</b>	<b>166,360,970.00</b>	<b>12,950,501.00</b>	<b>8.4%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,002,045.00	3,002,045.00	19,054.89	3,002,045.00	0.00	0.0%
Special Education Discretionary Grants		8182	139,218.00	139,218.00	0.00	139,218.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	3,737,720.00	3,737,720.00	905,526.67	7,439,987.00	3,702,267.00	99.1%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	525,000.00	525,000.00	0.00	925,692.00	400,692.00	76.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	31,900.00	31,900.00	8,913.68	57,214.00	25,314.00	79.4%
Title III, Part A, English Learner Program	4203	8290	835,218.00	835,218.00	336,092.87	1,723,564.00	888,346.00	106.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	277,400.00	277,400.00	326,257.04	806,688.00	529,288.00	190.8%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	7,348,320.00	21,217,096.00	17,780,608.93	21,492,372.00	275,276.00	1.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>15,896,821.00</b>	<b>29,765,597.00</b>	<b>19,376,454.08</b>	<b>35,586,780.00</b>	<b>5,821,183.00</b>	<b>19.6%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	350,581.00	350,581.00	104,372.00	371,984.00	21,403.00	6.1%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	501,503.00	501,503.00	0.00	488,945.00	(12,558.00)	-2.5%
Lottery - Unrestricted and Instructional Materi		8560	3,264,069.00	3,264,069.00	709,709.29	3,173,220.00	(90,849.00)	-2.8%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,206,561.00	3,206,561.00	301,565.46	3,835,499.00	628,938.00	19.6%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	669,009.00	669,009.00	1,998,410.50	2,195,450.00	1,526,441.00	228.2%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>7,991,723.00</b>	<b>7,991,723.00</b>	<b>3,114,057.25</b>	<b>10,065,098.00</b>	<b>2,073,375.00</b>	<b>25.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	152,000.00	152,000.00	125,434.70	152,000.00	0.00	0.0%
Interest		8660	300,000.00	300,000.00	15,397.53	300,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	150,000.00	150,000.00	0.00	151,650.00	1,650.00	1.1%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,559,722.00	2,559,722.00	2,220,206.98	2,981,401.00	421,679.00	16.5%
Tuition		8710	137,000.00	137,000.00	0.00	137,000.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	6,800,000.00	6,800,000.00	2,462,544.00	6,800,000.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>10,100,722.00</b>	<b>10,100,722.00</b>	<b>4,823,583.21</b>	<b>10,524,051.00</b>	<b>423,329.00</b>	<b>4.2%</b>
<b>TOTAL, REVENUES</b>			<b>187,399,735.00</b>	<b>201,268,511.00</b>	<b>66,493,672.92</b>	<b>222,536,899.00</b>	<b>21,268,388.00</b>	<b>10.6%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	62,489,358.00	57,288,782.00	17,871,289.72	69,634,950.00	(12,346,168.00)	-21.6%
Certificated Pupil Support Salaries		1200	10,894,135.00	10,894,135.00	2,991,178.47	11,390,439.00	(496,304.00)	-4.6%
Certificated Supervisors' and Administrators' Salaries		1300	6,489,860.00	6,489,860.00	1,878,200.11	6,363,246.00	126,614.00	2.0%
Other Certificated Salaries		1900	425,676.00	425,676.00	125,826.01	490,624.00	(64,948.00)	-15.3%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>80,299,029.00</b>	<b>75,098,453.00</b>	<b>22,866,494.31</b>	<b>87,879,259.00</b>	<b>(12,780,806.00)</b>	<b>-17.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	7,044,292.00	6,544,292.00	1,945,073.05	7,665,994.00	(1,121,702.00)	-17.1%
Classified Support Salaries		2200	7,262,053.00	7,262,053.00	2,427,950.35	7,896,484.00	(634,431.00)	-8.7%
Classified Supervisors' and Administrators' Salaries		2300	1,807,708.00	1,807,708.00	574,210.92	1,838,282.00	(30,574.00)	-1.7%
Clerical, Technical and Office Salaries		2400	7,517,545.00	7,519,545.00	2,434,503.55	7,676,830.00	(157,285.00)	-2.1%
Other Classified Salaries		2900	3,900,841.00	3,902,841.00	993,754.85	4,050,262.00	(147,421.00)	-3.8%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>27,532,439.00</b>	<b>27,036,439.00</b>	<b>8,375,492.72</b>	<b>29,127,852.00</b>	<b>(2,091,413.00)</b>	<b>-7.7%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	13,310,825.00	12,354,025.00	3,527,213.12	13,540,354.00	(1,186,329.00)	-9.6%
PERS		3201-3202	6,220,781.00	6,221,195.00	1,895,423.68	6,589,741.00	(368,546.00)	-5.9%
OASDI/Medicare/Alternative		3301-3302	3,379,974.00	3,304,822.00	987,285.69	3,525,481.00	(220,659.00)	-6.7%
Health and Welfare Benefits		3401-3402	14,287,279.00	14,287,279.00	3,936,491.44	14,015,593.00	271,686.00	1.9%
Unemployment Insurance		3501-3502	54,486.00	51,906.00	14,962.57	55,730.00	(3,824.00)	-7.4%
Workers' Compensation		3601-3602	2,242,911.00	2,138,991.00	622,000.50	2,318,748.00	(179,757.00)	-8.4%
OPEB, Allocated		3701-3702	192,620.00	192,620.00	1,078,993.36	3,926,161.00	(3,733,541.00)	-1938.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	814,043.00	1,894.68	823,516.00	(9,473.00)	-1.2%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>40,502,919.00</b>	<b>39,364,881.00</b>	<b>12,064,265.04</b>	<b>44,795,324.00</b>	<b>(5,430,443.00)</b>	<b>-13.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,459,719.00	2,459,719.00	335,713.14	1,730,220.00	729,499.00	29.7%
Books and Other Reference Materials		4200	57,815.00	88,961.00	122,515.79	406,123.00	(317,162.00)	-356.5%
Materials and Supplies		4300	9,862,003.00	11,598,719.00	1,133,101.53	15,507,399.00	(3,908,680.00)	-33.7%
Noncapitalized Equipment		4400	640,065.00	4,736,429.00	581,755.25	7,572,063.00	(2,835,634.00)	-59.9%
Food		4700	0.00	0.00	0.00	1,282,000.00	(1,282,000.00)	New
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>13,019,602.00</b>	<b>18,883,828.00</b>	<b>2,173,085.71</b>	<b>26,497,805.00</b>	<b>(7,613,977.00)</b>	<b>-40.3%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	11,463,578.00	12,470,966.00	540,778.44	10,795,636.00	1,675,330.00	13.4%
Travel and Conferences		5200	532,259.00	562,759.00	98,698.37	678,926.00	(116,167.00)	-20.6%
Dues and Memberships		5300	105,460.00	105,460.00	95,887.58	106,153.00	(693.00)	-0.7%
Insurance		5400-5450	1,763,742.00	1,763,742.00	830,293.57	1,764,742.00	(1,000.00)	-0.1%
Operations and Housekeeping Services		5500	2,768,750.00	2,768,750.00	774,044.61	2,768,750.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	773,282.00	773,282.00	195,596.77	828,850.00	(55,568.00)	-7.2%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	26,000.00	26,000.00	(12,722.71)	25,836.00	164.00	0.6%
Professional/Consulting Services and Operating Expenditures		5800	9,211,562.00	10,311,084.00	2,640,744.33	11,090,467.00	(779,383.00)	-7.6%
Communications		5900	1,064,230.00	1,815,930.00	385,335.61	1,274,573.00	541,357.00	29.8%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>27,708,863.00</b>	<b>30,597,973.00</b>	<b>5,548,656.57</b>	<b>29,333,933.00</b>	<b>1,264,040.00</b>	<b>4.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	2,295,942.00	0.00	492,667.00	1,803,275.00	78.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	166,250.00	242,080.00	0.00	405,368.00	(163,288.00)	-67.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>186,250.00</b>	<b>2,558,022.00</b>	<b>0.00</b>	<b>918,035.00</b>	<b>1,639,987.00</b>	<b>64.1%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
Payments to County Offices		7142	2,228,000.00	2,228,000.00	165,570.00	2,228,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	89,209.00	89,209.00	45,779.62	89,209.00	0.00	0.0%
Other Debt Service - Principal		7439	317,808.00	317,808.00	157,728.77	317,808.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>2,685,017.00</b>	<b>2,685,017.00</b>	<b>369,078.39</b>	<b>2,685,017.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(691,728.00)	(691,728.00)	0.00	(447,269.00)	(244,459.00)	35.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(691,728.00)</b>	<b>(691,728.00)</b>	<b>0.00</b>	<b>(447,269.00)</b>	<b>(244,459.00)</b>	<b>35.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>191,242,391.00</b>	<b>195,532,885.00</b>	<b>51,397,072.74</b>	<b>220,789,956.00</b>	<b>(25,257,071.00)</b>	<b>-12.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	654,729.00	654,729.00	0.00	0.00	654,729.00	100.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			654,729.00	654,729.00	0.00	0.00	654,729.00	100.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(654,729.00)	(654,729.00)	0.00	0.00	(654,729.00)	-100.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Projected Year Totals</u>
3210	Elementary and Secondary School Emergen	162,438.00
3215	Governor's Emergency Education Relief Fun	963,836.00
5640	Medi-Cal Billing Option	452,479.00
6388	Strong Workforce Program	63,720.00
7388	SB 117 COVID-19 LEA Response Funds	258,326.00
8150	Ongoing & Major Maintenance Account (RM,	2,578,217.00
9010	Other Restricted Local	26,734.00
Total, Restricted Balance		<u>4,505,750.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,052,682.00	2,052,682.00	41,544.82	2,689,440.00	636,758.00	31.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	0.00	4,000.00	0.00	0.0%
5) TOTAL REVENUES			2,056,682.00	2,056,682.00	41,544.82	2,693,440.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,234,207.00	1,234,207.00	272,336.39	1,339,943.00	(105,736.00)	-8.6%
3) Employee Benefits		3000-3999	489,760.00	489,760.00	82,847.17	487,807.00	1,953.00	0.4%
4) Books and Supplies		4000-4999	137,154.00	137,154.00	41,788.03	740,250.00	(603,096.00)	-439.7%
5) Services and Other Operating Expenditures		5000-5999	90,750.00	90,750.00	9,208.11	100,750.00	(10,000.00)	-11.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	104,811.00	104,811.00	0.00	131,354.00	(26,543.00)	-25.3%
9) TOTAL EXPENDITURES			2,056,682.00	2,056,682.00	406,179.70	2,800,104.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			0.00	0.00	(364,634.88)	(106,664.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(364,634.88)	(106,664.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	416,270.51	416,270.00		416,270.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			416,270.51	416,270.00		416,270.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			416,270.51	416,270.00		416,270.00		
2) Ending Balance, June 30 (E + F1e)			416,270.51	416,270.00		309,606.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	416,270.51	416,270.00		309,606.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	AllOther	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	2,052,682.00	2,052,682.00	(6,455.18)	2,645,940.00	593,258.00	28.9%
All Other State Revenue	All Other	8590	0.00	0.00	48,000.00	43,500.00	43,500.00	New
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,052,682.00</b>	<b>2,052,682.00</b>	<b>41,544.82</b>	<b>2,689,440.00</b>	<b>636,758.00</b>	<b>31.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8680	4,000.00	4,000.00	0.00	4,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,000.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>2,056,682.00</b>	<b>2,056,682.00</b>	<b>41,544.82</b>	<b>2,693,440.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	942,562.00	942,562.00	189,071.26	1,002,553.00	(59,991.00)	-8.4%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	108,429.00	108,429.00	36,142.96	108,429.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	95,123.00	95,123.00	23,824.26	144,018.00	(48,895.00)	-51.4%
Other Classified Salaries		2900	88,093.00	88,093.00	23,297.91	84,943.00	3,150.00	3.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,234,207.00</b>	<b>1,234,207.00</b>	<b>272,336.39</b>	<b>1,339,943.00</b>	<b>(105,736.00)</b>	<b>-8.6%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	40,900.00	40,900.00	10,662.19	44,161.00	(3,261.00)	-8.0%
PERS		3201-3202	168,870.00	168,870.00	34,707.42	196,491.00	(27,621.00)	-16.4%
OASDI/Medicare/Alternative		3301-3302	76,722.00	76,722.00	16,283.85	84,138.00	(7,416.00)	-9.7%
Health and Welfare Benefits		3401-3402	48,421.00	48,421.00	11,237.04	55,164.00	(6,743.00)	-13.9%
Unemployment Insurance		3501-3502	608.00	608.00	133.14	662.00	(54.00)	-8.9%
Workers' Compensation		3601-3602	24,699.00	24,699.00	5,417.33	26,780.00	(2,081.00)	-8.4%
OPEB, Allocated		3701-3702	129,540.00	129,540.00	4,406.20	80,411.00	49,129.00	37.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>489,780.00</b>	<b>489,780.00</b>	<b>82,847.17</b>	<b>487,807.00</b>	<b>1,953.00</b>	<b>0.4%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	119,654.00	119,654.00	27,001.30	722,750.00	(603,096.00)	-504.0%
Noncapitalized Equipment		4400	17,500.00	17,500.00	14,786.73	17,500.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>137,154.00</b>	<b>137,154.00</b>	<b>41,788.03</b>	<b>740,250.00</b>	<b>(603,096.00)</b>	<b>-439.7%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	40,750.00	40,750.00	(302.00)	40,750.00	0.00	0.0%
Dues and Memberships		5300	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	1,372.95	10,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	15,000.00	15,000.00	5,472.11	15,000.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	17,000.00	17,000.00	2,116.00	17,000.00	0.00	0.0%
Communications		5900	3,000.00	3,000.00	549.05	13,000.00	(10,000.00)	-333.3%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>90,750.00</b>	<b>90,750.00</b>	<b>9,208.11</b>	<b>100,750.00</b>	<b>(10,000.00)</b>	<b>-11.0%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	104,811.00	104,811.00	0.00	131,354.00	(26,543.00)	-25.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>104,811.00</b>	<b>104,811.00</b>	<b>0.00</b>	<b>131,354.00</b>	<b>(26,543.00)</b>	<b>-25.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,056,682.00</b>	<b>2,056,682.00</b>	<b>406,179.70</b>	<b>2,800,104.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<b>Resource</b>	<b>Description</b>	<b>2020/21 Projected Year Totals</b>
6130	Child Development: Center-Based Reserve Account	309,606.00
Total, Restricted Balance		<u>309,606.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	10,836,240.00	10,836,240.00	336,991.02	5,475,125.00	(5,361,115.00)	-49.5%
3) Other State Revenue		8300-8599	758,400.00	758,400.00	28,120.92	353,000.00	(405,400.00)	-53.5%
4) Other Local Revenue		8600-8799	57,000.00	57,000.00	1,026.38	17,022.00	(39,978.00)	-70.1%
<b>5) TOTAL, REVENUES</b>			<b>11,651,640.00</b>	<b>11,651,640.00</b>	<b>366,138.32</b>	<b>5,845,147.00</b>		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,975,573.00	3,975,573.00	940,298.52	3,840,901.00	134,672.00	3.4%
3) Employee Benefits		3000-3999	1,554,618.00	1,554,618.00	379,297.43	1,420,543.00	134,075.00	8.6%
4) Books and Supplies		4000-4999	5,995,532.00	5,995,532.00	805,442.07	1,232,883.00	4,762,649.00	79.4%
5) Services and Other Operating Expenditures		5000-5999	132,650.00	132,650.00	49,635.78	(9,224.00)	141,874.00	107.0%
6) Capital Outlay		6000-6999	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	586,917.00	586,917.00	0.00	315,915.00	271,002.00	46.2%
<b>9) TOTAL, EXPENDITURES</b>			<b>12,270,290.00</b>	<b>12,270,290.00</b>	<b>2,174,673.80</b>	<b>6,801,018.00</b>		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			<b>(618,650.00)</b>	<b>(618,650.00)</b>	<b>(1,808,535.48)</b>	<b>(955,871.00)</b>		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	654,729.00	654,729.00	0.00	0.00	(654,729.00)	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4) TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>654,729.00</b>	<b>654,729.00</b>	<b>0.00</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			36,079.00	36,079.00	(1,808,535.48)	(955,871.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	964,501.62	964,501.00		964,501.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			964,501.62	964,501.00		964,501.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			964,501.62	964,501.00		964,501.00		
2) Ending Balance, June 30 (E + F1e)			1,000,580.62	1,000,580.00		8,630.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,000,580.62	1,000,580.00		8,630.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	10,336,240.00	10,336,240.00	336,981.02	4,975,125.00	(5,361,115.00)	-51.9%
Donated Food Commodities		8221	500,000.00	500,000.00	0.00	500,000.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL FEDERAL REVENUE</b>			<b>10,836,240.00</b>	<b>10,836,240.00</b>	<b>336,981.02</b>	<b>5,475,125.00</b>	<b>(5,361,115.00)</b>	<b>-49.5%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	758,400.00	758,400.00	28,120.92	353,000.00	(405,400.00)	-53.5%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER STATE REVENUE</b>			<b>758,400.00</b>	<b>758,400.00</b>	<b>28,120.92</b>	<b>353,000.00</b>	<b>(405,400.00)</b>	<b>-53.5%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	41,000.00	41,000.00	4.25	0.00	(41,000.00)	-100.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	18,000.00	18,000.00	0.00	16,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	1,022.13	1,022.00	1,022.00	New
<b>TOTAL OTHER LOCAL REVENUE</b>			<b>57,000.00</b>	<b>57,000.00</b>	<b>1,026.38</b>	<b>17,022.00</b>	<b>(39,978.00)</b>	<b>-70.1%</b>
<b>TOTAL REVENUES</b>			<b>11,651,840.00</b>	<b>11,651,640.00</b>	<b>366,138.32</b>	<b>5,845,147.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	3,604,121.00	3,604,121.00	820,148.11	3,449,854.00	154,267.00	4.3%
Classified Supervisors' and Administrators' Salaries		2300	215,549.00	215,549.00	76,670.08	222,780.00	(7,231.00)	-3.4%
Clerical, Technical and Office Salaries		2400	155,903.00	155,903.00	43,480.33	168,267.00	(12,364.00)	-7.9%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			3,975,573.00	3,975,573.00	940,298.52	3,640,901.00	134,672.00	3.4%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	822,083.00	622,083.00	194,036.80	748,603.00	73,480.00	8.9%
OASDI/Medicare/Alternative		3301-3302	299,640.00	299,640.00	70,115.30	272,888.00	26,752.00	8.9%
Health and Welfare Benefits		3401-3402	284,183.00	284,183.00	74,471.99	249,099.00	15,084.00	5.7%
Unemployment Insurance		3501-3502	1,962.00	1,962.00	458.08	1,787.00	175.00	8.9%
Workers' Compensation		3601-3602	79,873.00	79,873.00	18,523.91	72,587.00	7,286.00	9.1%
OPEB, Allocated		3701-3702	86,877.00	86,877.00	21,689.37	75,579.00	11,298.00	13.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			1,554,618.00	1,554,618.00	379,297.43	1,420,543.00	134,075.00	8.6%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	297,600.00	297,600.00	70,191.70	329,654.00	(32,054.00)	-10.8%
Noncapitalized Equipment		4400	24,000.00	24,000.00	0.00	3,229.00	20,771.00	86.5%
Food		4700	5,673,932.00	5,673,932.00	735,250.37	900,000.00	4,773,932.00	84.1%
<b>TOTAL, BOOKS AND SUPPLIES</b>			5,995,532.00	5,995,532.00	805,442.07	1,232,883.00	4,762,649.00	79.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	4,800.00	600.00	262.00	4,538.00	94.5%
Dues and Memberships		5300	3,000.00	3,000.00	2,851.40	0.00	3,000.00	100.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	44,500.00	44,500.00	522.00	10,800.00	33,700.00	75.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	32,500.00	32,500.00	4,663.30	4,700.00	27,800.00	85.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(41,000.00)	(41,000.00)	7,250.80	(40,836.00)	(164.00)	0.4%
Professional/Consulting Services and Operating Expenditures		5800	88,850.00	88,850.00	33,948.48	15,850.00	73,000.00	82.2%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>132,650.00</b>	<b>132,650.00</b>	<b>49,635.78</b>	<b>(9,224.00)</b>	<b>141,874.00</b>	<b>107.0%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>25,000.00</b>	<b>25,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>25,000.00</b>	<b>100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Debt Service</b>								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	586,917.00	586,917.00	0.00	315,915.00	271,002.00	46.2%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>586,917.00</b>	<b>586,917.00</b>	<b>0.00</b>	<b>315,915.00</b>	<b>271,002.00</b>	<b>46.2%</b>
<b>TOTAL, EXPENDITURES</b>			<b>12,270,290.00</b>	<b>12,270,290.00</b>	<b>2,174,673.80</b>	<b>6,801,018.00</b>		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	654,729.00	654,729.00	0.00	0.00	(654,729.00)	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>654,729.00</b>	<b>654,729.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(654,729.00)</b>	<b>-100.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>654,729.00</b>	<b>654,729.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	8,630.00
Total, Restricted Balance		<u>8,630.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
5) TOTAL REVENUES			1,005,000.00	1,005,000.00	1,000,000.00	1,005,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	10,000.00	10,000.00	3,975.19	10,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	55,000.00	55,000.00	53,197.61	55,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,247,000.00	1,247,000.00	494,332.56	1,247,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,312,000.00	1,312,000.00	551,505.36	1,312,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(307,000.00)	(307,000.00)	448,494.64	(307,000.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(307,000.00)	(307,000.00)	448,494.64	(307,000.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	372,699.00	372,699.00		372,699.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			372,699.00	372,699.00		372,699.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,699.00	372,699.00		372,699.00		
2) Ending Balance, June 30 (E + F1e)			65,699.00	65,699.00		65,699.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			65,699.00	65,699.00		65,699.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>LCFF SOURCES</b>								
LCFF Transfers								
LCFF Transfers - Current Year		8091	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
All Other State Revenue		85 90	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL REVENUES</b>			<b>1,005,000.00</b>	<b>1,005,000.00</b>	<b>1,000,000.00</b>	<b>1,005,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	3,975.19	0.00	0.00	0.0%
Noncapitalized Equipment		4400	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
<b>TOTAL BOOKS AND SUPPLIES</b>			10,000.00	10,000.00	3,975.19	10,000.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	55,000.00	55,000.00	53,197.61	55,000.00	0.00	0.0%
<b>TOTAL SERVICES AND OTHER OPERATING EXPENDITURES</b>			55,000.00	55,000.00	53,197.61	55,000.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
Land Improvements		6170	147,000.00	147,000.00	14,987.00	147,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,100,000.00	1,100,000.00	479,345.56	1,100,000.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL CAPITAL OUTLAY</b>			1,247,000.00	1,247,000.00	494,332.56	1,247,000.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL EXPENDITURES</b>			1,312,000.00	1,312,000.00	551,505.36	1,312,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs								
		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues								
		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues								
		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
9010	Other Restricted Local	65,699.00
Total, Restricted Balance		<u>65,699.00</u>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	800,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
5) TOTAL, REVENUES			800,000.00	800,000.00	0.00	800,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	461,796.00	461,796.00	24,504.07	120,983.00	340,813.00	73.8%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	13,176,196.00	13,176,196.00	207,113.00	14,980,466.00	(1,784,292.00)	-13.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	79,920.00	160,000.00	(160,000.00)	New
6) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			13,637,992.00	13,637,992.00	311,537.07	15,241,471.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			(12,837,992.00)	(12,837,992.00)	(311,537.07)	(14,441,471.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		6900-6929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		6960-6999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(12,837,992.00)	(12,837,992.00)	(311,537.07)	(14,441,471.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,081,467.06	15,081,467.00		15,081,467.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,081,467.06	15,081,467.00		15,081,467.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,081,467.06	15,081,467.00		15,081,467.00		
2) Ending Balance, June 30 (E + F1e)			2,243,475.06	2,243,475.00		639,996.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			2,243,475.06	2,243,475.00		639,996.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/n-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies Secured Roll								
		8615	0.00	0.00	0.00	0.00	0.00	0.0%
		8616	0.00	0.00	0.00	0.00	0.00	0.0%
		8617	0.00	0.00	0.00	0.00	0.00	0.0%
		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes								
		8621	0.00	0.00	0.00	0.00	0.00	0.0%
		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies								
		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals								
		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	800,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			800,000.00	800,000.00	0.00	800,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			800,000.00	800,000.00	0.00	800,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (O)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	417,269.00	417,289.00	6,237.60	66,233.00	351,056.00	84.1%
Noncapitalized Equipment		4400	44,507.00	44,507.00	18,266.47	54,750.00	(10,243.00)	-23.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>461,796.00</b>	<b>461,796.00</b>	<b>24,504.07</b>	<b>120,983.00</b>	<b>340,813.00</b>	<b>73.6%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	244,463.00	244,463.00	0.00	218,950.00	25,513.00	10.4%
Land Improvements		6170	37,961.00	37,961.00	3,405.48	27,053.00	10,908.00	28.7%
Buildings and Improvements of Buildings		6200	10,923,781.00	10,923,781.00	203,707.51	13,134,249.00	(2,210,468.00)	-20.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,969,991.00	1,969,991.00	0.00	1,580,236.00	389,755.00	19.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>13,176,196.00</b>	<b>13,176,196.00</b>	<b>207,113.00</b>	<b>14,960,488.00</b>	<b>(1,784,292.00)</b>	<b>-13.5%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	79,920.00	160,000.00	(160,000.00)	New
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>79,920.00</b>	<b>160,000.00</b>	<b>(160,000.00)</b>	<b>New</b>
<b>TOTAL, EXPENDITURES</b>			<b>13,637,992.00</b>	<b>13,637,992.00</b>	<b>311,537.07</b>	<b>15,241,471.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Proceeds</b>								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
9010	Other Restricted Local	639,996.00
Total, Restricted Balance		<u>639,996.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	907,650.00	907,650.00	132,698.01	907,650.00	0.00	0.0%
<b>5) TOTAL, REVENUES</b>			<b>907,650.00</b>	<b>907,650.00</b>	<b>132,698.01</b>	<b>907,650.00</b>		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	139,022.00	139,022.00	105,512.80	139,022.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
<b>9) TOTAL, EXPENDITURES</b>			<b>139,022.00</b>	<b>139,022.00</b>	<b>105,512.80</b>	<b>139,022.00</b>		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			<b>768,628.00</b>	<b>768,628.00</b>	<b>27,185.21</b>	<b>768,628.00</b>		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4) TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			768,628.00	768,628.00	27,185.21	768,628.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited								
		9791	6,341,495.67	6,341,496.00		6,341,496.00	0.00	0.0%
b) Audit Adjustments								
		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,341,495.67	6,341,496.00		6,341,496.00		
d) Other Restatements								
		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,341,495.67	6,341,496.00		6,341,496.00		
2) Ending Balance, June 30 (E + F1e)			7,110,123.67	7,110,124.00		7,110,124.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash								
		9711	0.00	0.00		0.00		
Stores								
		9712	0.00	0.00		0.00		
Prepaid Items								
		9713	0.00	0.00		0.00		
All Others								
		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
c) Committed								
Stabilization Arrangements								
		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties								
		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount								
		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies Secured Roll								
		8615	0.00	0.00	0.00	0.00	0.00	0.0%
		8616	0.00	0.00	0.00	0.00	0.00	0.0%
		8617	0.00	0.00	0.00	0.00	0.00	0.0%
		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes								
		8621	0.00	0.00	0.00	0.00	0.00	0.0%
		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
		8625	250,000.00	250,000.00	0.00	250,000.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies								
		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	157,650.00	157,650.00	0.00	157,650.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees								
		8681	500,000.00	500,000.00	132,698.01	500,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue								
		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others								
		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			907,650.00	907,650.00	132,698.01	907,650.00	0.00	0.0%
<b>TOTAL REVENUES</b>			907,650.00	907,650.00	132,698.01	907,650.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASD/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	125,522.00	125,522.00	105,512.80	125,522.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	13,500.00	13,500.00	0.00	13,500.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			139,022.00	139,022.00	105,512.80	139,022.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>139,022.00</b>	<b>139,022.00</b>	<b>105,512.80</b>	<b>139,022.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
9010	Other Restricted Local	7,110,124.00
Total, Restricted Balance		<u>7,110,124.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
5) TOTAL, REVENUES			200,000.00	200,000.00	0.00	200,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			200,000.00	200,000.00	0.00	200,000.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			200,000.00	200,000.00	0.00	200,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,804,096.23	9,804,096.00		9,804,096.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,804,096.23	9,804,096.00		9,804,096.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,804,096.23	9,804,096.00		9,804,096.00		
2) Ending Balance, June 30 (E + F1e)			10,004,096.23	10,004,096.00		10,004,096.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			10,004,096.23	10,004,096.00		10,004,096.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
<b>Sales</b>								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER LOCAL REVENUE</b>			200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
<b>TOTAL REVENUES</b>			200,000.00	200,000.00	0.00	200,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
7710	State School Facilities Projects	10,004,096.00
Total, Restricted Balance		<u>10,004,096.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	104,610.00	104,610.00	3,881.15	93,570.00	(11,040.00)	-10.6%
4) Other Local Revenue		8600-8799	14,940,025.00	14,940,025.00	76,008.69	14,234,547.00	(705,478.00)	-4.7%
5) TOTAL REVENUES			15,044,635.00	15,044,635.00	79,889.84	14,328,117.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	16,215,596.00	16,215,596.00	10,252,048.39	16,215,596.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			16,215,596.00	16,215,596.00	10,252,048.39	16,215,596.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,170,961.00)	(1,170,961.00)	(10,172,158.55)	(1,887,479.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,170,961.00)	(1,170,961.00)	(10,172,158.55)	(1,867,479.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,042,930.66	15,042,931.00		15,042,931.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,042,930.66	15,042,931.00		15,042,931.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,042,930.66	15,042,931.00		15,042,931.00		
2) Ending Balance, June 30 (E + F1e)			13,671,969.66	13,671,970.00		13,155,452.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			13,671,969.66	13,671,970.00		13,155,452.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	104,610.00	104,610.00	0.00	93,570.00	(11,040.00)	-10.6%
Other Subventions/n-Lieu Taxes		8572	0.00	0.00	3,881.15	0.00	0.00	0.0%
<b>TOTAL OTHER STATE REVENUE</b>			104,610.00	104,610.00	3,881.15	93,570.00	(11,040.00)	-10.6%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes Voted Indebtedness Levies Secured Roll								
		8611	14,085,766.00	14,085,766.00	0.00	13,390,184.00	(695,582.00)	-4.9%
Unsecured Roll		8612	771,259.00	771,259.00	0.00	761,363.00	(9,896.00)	-1.3%
Prior Years' Taxes		8613	0.00	0.00	19,718.85	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	48,833.26	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	83,000.00	83,000.00	9,456.58	83,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER LOCAL REVENUE</b>			14,940,025.00	14,940,025.00	76,008.89	14,234,547.00	(705,478.00)	-4.7%
<b>TOTAL REVENUES</b>			15,044,635.00	15,044,635.00	79,889.84	14,328,117.00		
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Bond Redemptions		7433	5,995,000.00	5,995,000.00	5,165,000.00	5,995,000.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	10,220,596.00	10,220,596.00	5,087,048.39	10,220,596.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			16,215,596.00	16,215,596.00	10,252,048.39	16,215,596.00	0.00	0.0%
<b>TOTAL EXPENDITURES</b>			16,215,596.00	16,215,596.00	10,252,048.39	16,215,596.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
9010	Other Restricted Local	13,155,452.00
Total, Restricted Balance		<u>13,155,452.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	476,777.00	476,777.00	0.00	4,421,078.00	3,944,301.00	827.3%
5) TOTAL, REVENUES			476,777.00	476,777.00	0.00	4,421,078.00		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,231,887.00	3,231,887.00	1,260,892.40	3,588,313.00	(358,426.00)	-11.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,231,887.00	3,231,887.00	1,260,892.40	3,588,313.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,755,110.00)	(2,755,110.00)	(1,260,892.40)	832,765.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(2,755,110.00)	(2,755,110.00)	(1,260,882.40)	832,785.00		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9781	10,705,953.82	10,705,954.00		10,705,954.00	0.00	0.0%
b) Audit Adjustments		9783	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,705,953.82	10,705,954.00		10,705,954.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,705,953.82	10,705,954.00		10,705,954.00		
2) Ending Net Position, June 30 (E + F1e)			7,950,843.82	7,950,844.00		11,538,719.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	7,950,843.82	7,950,844.00		11,538,719.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Interest		8660	67,740.00	67,740.00	0.00	67,740.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	409,037.00	409,037.00	0.00	4,353,338.00	3,944,301.00	964.3%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>476,777.00</b>	<b>476,777.00</b>	<b>0.00</b>	<b>4,421,078.00</b>	<b>3,944,301.00</b>	<b>827.3%</b>
<b>TOTAL, REVENUES</b>			<b>476,777.00</b>	<b>476,777.00</b>	<b>0.00</b>	<b>4,421,078.00</b>		
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,231,887.00	3,231,887.00	1,260,892.40	3,588,313.00	(356,426.00)	-11.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>3,231,887.00</b>	<b>3,231,887.00</b>	<b>1,260,892.40</b>	<b>3,588,313.00</b>	<b>(356,426.00)</b>	<b>-11.0%</b>
<b>TOTAL, EXPENSES</b>			<b>3,231,887.00</b>	<b>3,231,887.00</b>	<b>1,260,892.40</b>	<b>3,588,313.00</b>		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<u>Resource</u>	<u>Description</u>	<u>2020/21 Projected Year Totals</u>
9010	Other Restricted Local	11,538,719.00
Total, Restricted Net Position		<u>11,538,719.00</u>

Planning Factor	2020-21	2021-22	2022-23
Estimated Funded ADA (Average Daily Attendance)	15,247.90	15,247.90	14,408.93
Funded UPP (Unduplicated Pupil Percentage)	86.51%	88.36%	87.82%
Step & Column	1.50%	1.50%	1.50%
Statutory COLA (Planning COLA)	0.00%	0.00%	0.00%
STRS Employer Statutory Rates	16.15%	16.00%	18.10%
PERS Employer Projected Rates	20.70%	23.00%	26.30%
Lottery - Unrestricted per ADA	\$150	\$150	\$150
Lottery - Prop 20 per ADA	\$49	\$49	\$49
Mandated Block Grant per ADA	\$32.18	\$32.18	\$32.18
CPI	0.98%	1.59%	1.87%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFE/Revenue Limit Sources	8010-8099	166,360,970.00	0.97%	167,973,201.00	-5.76%	158,304,608.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	3,221,945.00	-1.93%	3,159,782.00	-2.93%	3,067,282.00
4. Other Local Revenues	8600-8799	3,544,979.00	-36.65%	2,245,815.00	0.00%	2,245,815.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(37,863,259.00)	-3.14%	(36,675,267.00)	16.07%	(42,568,061.00)
6. Total (Sum lines A1 thru A5c)		135,264,635.00	1.06%	136,703,531.00	-11.45%	121,049,644.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				67,083,190.00		69,012,222.00
b. Step & Column Adjustment				1,019,885.00		1,035,183.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				909,147.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	67,083,190.00	2.88%	69,012,222.00	1.50%	70,047,405.00
2. Classified Salaries						
a. Base Salaries				16,864,322.00		17,117,287.00
b. Step & Column Adjustment				252,965.00		256,759.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	16,864,322.00	1.50%	17,117,287.00	1.50%	17,374,046.00
3. Employee Benefits	3000-3999	33,127,134.00	2.24%	33,868,279.00	4.48%	35,384,396.00
4. Books and Supplies	4000-4999	6,467,396.00	1.59%	6,570,228.00	1.87%	6,693,091.00
5. Services and Other Operating Expenditures	5000-5999	13,011,845.00	1.59%	13,218,733.00	1.87%	13,465,924.00
6. Capital Outlay	6000-6999	132,908.00	-36.05%	85,000.00	0.00%	85,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	955,017.00	0.00%	955,017.00	0.00%	955,017.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,992,365.00)	-17.04%	(1,652,811.00)	0.00%	(1,652,811.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	300,000.00	0.00%	300,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(2,000,000.00)		(16,000,000.00)
11. Total (Sum lines B1 thru B10)		135,649,447.00	1.35%	137,473,955.00	-7.87%	126,652,068.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(384,812.00)		(770,424.00)		(5,602,424.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		15,165,228.00		14,780,416.00		14,009,992.00
2. Ending Fund Balance (Sum lines C and D1)		14,780,416.00		14,009,992.00		8,407,568.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	7,488,850.00		7,288,850.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,623,699.00		6,154,769.00		5,871,724.00
2. Unassigned/Unappropriated	9790	547,867.00		446,373.00		265,844.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		14,780,416.00		14,009,992.00		8,407,568.00



Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>I. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,623,699.00		6,154,769.00		5,871,724.00
c. Unassigned/Unappropriated	9790	547,867.00		446,373.00		265,844.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>7,171,566.00</b>		<b>6,601,142.00</b>		<b>6,137,568.00</b>

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

**B1d.**

2021-22 Projection, Unrestricted:

The District anticipates the following changes to 2021-22 certificated salaries:

\$909,147 return of salaries to unrestricted from restricted, for staff who pivoted to COVID mitigation and funding in 2020-21.

**B2d.**

No adjustments

**B10, Unrestricted**

In order to meet the reduced revenue projections, the District needs to identify \$2 million in budget reductions in 2021-22, and an additional \$14 million in budget reductions in 2022-23.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	35,586,780.00	-59.96%	14,248,227.00	0.00%	14,248,227.00
3. Other State Revenues	8300-8599	6,843,153.00	-22.60%	5,296,712.00	0.00%	5,296,712.00
4. Other Local Revenues	8600-8799	6,979,072.00	-0.29%	6,959,072.00	0.00%	6,959,072.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	37,863,259.00	-3.14%	36,675,267.00	16.07%	42,568,061.00
6. Total (Sum lines A1 thru A5c)		87,272,264.00	-27.61%	63,179,278.00	9.33%	69,072,072.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				20,796,069.00		18,895,555.00
b. Step & Column Adjustment				279,245.00		283,433.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,179,759.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	20,796,069.00	-9.14%	18,895,555.00	1.50%	19,178,988.00
2. Classified Salaries						
a. Base Salaries				12,263,530.00		12,090,218.00
b. Step & Column Adjustment				178,673.00		181,353.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(351,985.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	12,263,530.00	-1.41%	12,090,218.00	1.50%	12,271,571.00
3. Employee Benefits	3000-3999	11,668,190.00	-1.98%	11,436,615.00	8.06%	12,358,873.00
4. Books and Supplies	4000-4999	20,030,409.00	-52.38%	9,538,519.00	0.00%	9,538,519.00
5. Services and Other Operating Expenditures	5000-5999	16,322,088.00	-22.14%	12,708,579.00	0.00%	12,708,579.00
6. Capital Outlay	6000-6999	785,127.00	-89.81%	80,000.00	0.00%	80,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,730,000.00	0.00%	1,730,000.00	0.00%	1,730,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,545,096.00	-21.98%	1,205,542.00	0.00%	1,205,542.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		85,140,509.00	-20.50%	67,685,028.00	2.05%	69,072,072.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
<b>(Line A6 minus line B11)</b>						
		2,131,755.00		(4,505,750.00)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,373,995.00		4,505,750.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		4,505,750.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	4,505,750.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,505,750.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d.						
2021-22 Projection, Restricted:						
The District anticipates the following changes to 2021-22 certificated salaries:						
(\$2,179,759) for a reduction of certificated staff positions and extra hours, which were one-time-funded in 2020-21 with COVID relief funds.						
The District anticipates the following changes to 2021-22 classified salaries:						
(\$351,985) for a reduction of classified staff positions and extra hours, which were one-time-funded in 2020-21 with COVID relief funds.						
B2d.						
No adjustments						
B10						
No adjustments						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	166,360,970.00	0.97%	167,973,201.00	-5.76%	158,304,608.00
2. Federal Revenues	8100-8299	35,586,780.00	-59.96%	14,248,227.00	0.00%	14,248,227.00
3. Other State Revenues	8300-8599	10,065,098.00	-15.98%	8,456,494.00	-1.09%	8,363,994.00
4. Other Local Revenues	8600-8799	10,524,051.00	-12.53%	9,204,887.00	0.00%	9,204,887.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		222,536,899.00	-10.18%	199,882,809.00	-4.88%	190,121,716.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				87,879,259.00		87,907,777.00
b. Step & Column Adjustment				1,299,130.00		1,318,616.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,270,612.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	87,879,259.00	0.03%	87,907,777.00	1.50%	89,226,393.00
2. Classified Salaries						
a. Base Salaries				29,127,852.00		29,207,505.00
b. Step & Column Adjustment				431,638.00		438,112.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(351,985.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	29,127,852.00	0.27%	29,207,505.00	1.50%	29,645,617.00
3. Employee Benefits	3000-3999	44,795,324.00	1.14%	45,304,894.00	5.38%	47,743,269.00
4. Books and Supplies	4000-4999	26,497,805.00	-39.21%	16,108,747.00	0.76%	16,231,610.00
5. Services and Other Operating Expenditures	5000-5999	29,333,933.00	+11.61%	25,927,312.00	0.95%	26,174,503.00
6. Capital Outlay	6000-6999	918,035.00	-82.03%	165,000.00	0.00%	165,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,685,017.00	0.00%	2,685,017.00	0.00%	2,685,017.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(447,269.00)	0.00%	(447,269.00)	0.00%	(447,269.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	300,000.00	0.00%	300,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(2,000,000.00)		(16,000,000.00)
11. Total (Sum lines B1 thru B10)		220,789,956.00	-7.08%	205,158,983.00	-4.60%	195,724,140.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
<b>(Line A6 minus line B11)</b>						
		1,746,943.00		(5,276,174.00)		(5,602,424.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		17,539,223.00		19,286,166.00		14,009,992.00
2. Ending Fund Balance (Sum lines C and D1)		19,286,166.00		14,009,992.00		8,407,568.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	4,505,750.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	7,488,850.00		7,288,850.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	6,623,699.00		6,154,769.00		5,871,724.00
2. Unassigned/Unappropriated	9790	547,867.00		446,373.00		265,844.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		19,286,166.00		14,009,992.00		8,407,568.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	6,623,699.00		6,154,769.00		5,871,724.00
c. Unassigned/Unappropriated	9790	547,867.00		446,373.00		265,844.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		7,171,566.00		6,601,142.00		6,137,568.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.25%		3.22%		3.14%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		14,733.26		14,355.10		13,924.04
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		220,789,956.00		205,158,983.00		195,724,140.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		220,789,956.00		205,158,983.00		195,724,140.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,623,698.68		6,154,769.49		5,871,724.20
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,623,698.68		6,154,769.49		5,871,724.20
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

**1A. Calculating the District's ADA Variances**

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	Budget Adoption Budget (Form 01CS, Item 1A)	First Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2020-21)				
District Regular	15,194.07	15,194.07		
Charter School		0.00		
<b>Total ADA</b>	<b>15,194.07</b>	<b>15,194.07</b>	<b>0.0%</b>	<b>Met</b>
1st Subsequent Year (2021-22)				
District Regular	15,194.07	15,194.07		
Charter School				
<b>Total ADA</b>	<b>15,194.07</b>	<b>15,194.07</b>	<b>0.0%</b>	<b>Met</b>
2nd Subsequent Year (2022-23)				
District Regular	14,582.63	14,355.10		
Charter School				
<b>Total ADA</b>	<b>14,582.63</b>	<b>14,355.10</b>	<b>-1.6%</b>	<b>Met</b>

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

**STANDARD:** Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2020-21)				
District Regular	15,434	15,147		
Charter School				
<b>Total Enrollment</b>	<b>15,434</b>	<b>15,147</b>	<b>-1.9%</b>	<b>Met</b>
1st Subsequent Year (2021-22)				
District Regular	15,102	14,815		
Charter School				
<b>Total Enrollment</b>	<b>15,102</b>	<b>14,815</b>	<b>-1.9%</b>	<b>Met</b>
2nd Subsequent Year (2022-23)				
District Regular	14,740	14,352		
Charter School				
<b>Total Enrollment</b>	<b>14,740</b>	<b>14,352</b>	<b>-2.6%</b>	<b>Not Met</b>

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Enrollment projections have changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

**Explanation:**  
(required if NOT met)

District ADA projections at Adopted Budget were based on moderate declining enrollment. Actual enrollment experienced a more severe decline; therefore enrollment projections were updated to reflect increased decline.

**3. CRITERION: ADA to Enrollment**

**STANDARD:** Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	15,984	16,599	
Charter School			
<b>Total ADA/Enrollment</b>	<b>15,984</b>	<b>16,599</b>	<b>96.3%</b>
Second Prior Year (2018-19)			
District Regular	15,603	16,134	
Charter School			
<b>Total ADA/Enrollment</b>	<b>15,603</b>	<b>16,134</b>	<b>96.7%</b>
First Prior Year (2019-20)			
District Regular	15,194	15,727	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>15,194</b>	<b>15,727</b>	<b>96.6%</b>
		Historical Average Ratio:	96.5%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	<b>97.0%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2020-21)				
District Regular	14,733	15,147		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>14,733</b>	<b>15,147</b>	<b>97.3%</b>	<b>Not Met</b>
1st Subsequent Year (2021-22)				
District Regular	14,355	14,815		
Charter School				
<b>Total ADA/Enrollment</b>	<b>14,355</b>	<b>14,815</b>	<b>96.9%</b>	<b>Met</b>
2nd Subsequent Year (2022-23)				
District Regular	13,924	14,352		
Charter School				
<b>Total ADA/Enrollment</b>	<b>13,924</b>	<b>14,352</b>	<b>97.0%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

**Explanation:**  
(required if NOT met)

As of October 31, 2020, district attendance to enrollment ratio has increased, exceeding current year expectations.



**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2020-21)	154,410,469.00		
1st Subsequent Year (2021-22)	153,059,801.00	168,973,201.00	10.4%	Not Met
2nd Subsequent Year (2022-23)	149,761,987.00	159,304,608.00	6.4%	Not Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:  
(required if NOT met)

LCFF revenue projections at Adopted Budget were estimated based on the LCFF Calculator version 21.1, which included formula updates to incorporate the proration factor based on the Governor's 2020-21 May Revise, which dramatically decreased revenue projections. LCFF Revenue projections at 1st Interim are estimated based on the actual State Adopted Budget, which did not include a proration factor, and therefore represent a significant increase in revenue projections over the Adopted Budget estimates.

**5. CRITERION: Salaries and Benefits**

**STANDARD:** Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	138,325,701.43	158,443,492.93	87.3%
Second Prior Year (2018-19)	141,120,320.24	169,231,015.27	83.4%
First Prior Year (2019-20)	138,710,565.89	164,361,998.88	84.4%
Historical Average Ratio:			85.0%

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	82.0% to 88.0%	82.0% to 88.0%	82.0% to 88.0%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2020-21)	117,074,646.00	135,649,447.00	86.3%	Met
1st Subsequent Year (2021-22)	119,997,788.00	137,173,955.00	87.5%	Met
2nd Subsequent Year (2022-23)	122,805,847.00	126,352,068.00	97.2%	Not Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

**Explanation:**  
(required if NOT met)

The District has included in the MYP, budget reductions of \$2 million in 2021-22, and an additional \$14 million in 2022-23. While the details of the budget reductions are not yet identified, it is anticipated that a large percentage of the reductions will be in the form of a reduction in staffing levels and costs, both for certificated and classified staff.

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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**Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)**

Current Year (2020-21)	15,896,821.00	35,586,780.00	123.9%	Yes
1st Subsequent Year (2021-22)	8,896,821.00	14,248,227.00	60.1%	Yes
2nd Subsequent Year (2022-23)	8,896,821.00	14,248,227.00	60.1%	Yes

Explanation:  
(required if Yes)

First Interim recognizes prior year carryover in Title funding, for both the current year and subsequent years; these revenues were not included in Adopted Budget. First Interim includes \$21,212,372 in Federal CARES Act funding; at Adopted Budget, that amount was anticipated at \$7,068,320. The CARES Act funding is one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue is removed from the subsequent years' revenue.

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)**

Current Year (2020-21)	7,991,723.00	10,065,098.00	25.9%	Yes
1st Subsequent Year (2021-22)	7,991,723.00	8,456,494.00	5.8%	Yes
2nd Subsequent Year (2022-23)	7,991,723.00	8,363,994.00	4.7%	No

Explanation:  
(required if Yes)

Other State revenue in the current year includes \$1,462,212 in one-time Learning Loss Mitigation funds, \$622,832 in allowed ASES carryover funds from 2019-20, and \$63,720 in Strong Workforce Program carryover funds from 2019-20; none of these funds were anticipated at Adopted Budget.

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)**

Current Year (2020-21)	10,100,722.00	10,524,051.00	4.2%	No
1st Subsequent Year (2021-22)	10,032,333.00	9,204,887.00	-8.2%	Yes
2nd Subsequent Year (2022-23)	10,032,333.00	9,204,887.00	-8.2%	Yes

Explanation:  
(required if Yes)

Other Local Revenue in the current year includes a substantial Workers Compensation rebate, as well as a substantial STRS excess refund. These amounts are not expected year to year, and so are removed from the 2021-22 and 2022-23 projected revenue.

**Books and Supplies (Fund 01, Objects 400 0-4999) (Form MYPI, Line B4)**

Current Year (2020-21)	13,019,602.00	26,497,805.00	103.5%	Yes
1st Subsequent Year (2021-22)	12,939,602.00	16,108,747.00	24.5%	Yes
2nd Subsequent Year (2022-23)	12,939,602.00	16,231,610.00	25.4%	Yes

Explanation:  
(required if Yes)

Expenditures in the current year were dramatically increased, to account for expenditures from Federal CARES Act and Learning Loss Mitigation funds, in response to the COVID-19 pandemic. Expenditures in the subsequent years are increased to expected levels; although the \$7 million and \$9 million budget reductions noted on line B10 of the MYP are anticipated to reduce expenditures in this category.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)**

Current Year (2020-21)	27,708,863.00	29,333,933.00	5.9%	Yes
1st Subsequent Year (2021-22)	27,708,863.00	25,927,312.00	-6.4%	Yes
2nd Subsequent Year (2022-23)	27,708,863.00	26,174,503.00	-5.5%	Yes

Explanation:  
(required if Yes)

Expenditures in the current year were increased, to account for expenditures from Federal CARES Act and Learning Loss Mitigation funds, in response to the COVID-19 pandemic. Expenditures in the subsequent years are decreased to expected levels.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2020-21)	33,989,266.00	56,175,929.00	65.3%	Not Met
1st Subsequent Year (2021-22)	26,920,877.00	31,909,608.00	18.5%	Not Met
2nd Subsequent Year (2022-23)	26,920,877.00	31,817,108.00	18.2%	Not Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2020-21)	40,728,465.00	55,831,738.00	37.1%	Not Met
1st Subsequent Year (2021-22)	40,648,465.00	42,036,059.00	3.4%	Met
2nd Subsequent Year (2022-23)	40,648,465.00	42,406,113.00	4.3%	Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6A  
if NOT met)

First Interim recognizes prior year carryover in Title funding, for both the current year and subsequent years; these revenues were not included in Adopted Budget. First Interim includes \$21,212,372 in Federal CARES Act funding; at Adopted Budget, that amount was anticipated at \$7,068,320. The CARES Act funding is one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue is removed from the subsequent years' revenue.

**Explanation:**  
Other State Revenue  
(linked from 6A  
if NOT met)

Other State revenue in the current year includes \$1,462,212 in one-time Learning Loss Mitigation funds, \$622,832 in allowed ASES carryover funds from 2019-20, and \$63,720 in Strong Workforce Program carryover funds from 2019-20; none of these funds were anticipated at Adopted Budget.

**Explanation:**  
Other Local Revenue  
(linked from 6A  
if NOT met)

Other Local Revenue in the current year includes a substantial Workers Compensation rebate, as well as a substantial STRS excess refund. These amounts are not expected year to year, and so are removed from the 2021-22 and 2022-23 projected revenue.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6A  
if NOT met)

Expenditures in the current year were dramatically increased, to account for expenditures from Federal CARES Act and Learning Loss Mitigation funds, in response to the COVID-19 pandemic. Expenditures in the subsequent years are increased to expected levels; although the \$7 million and \$9 million budget reductions noted on line B10 of the MYP are anticipated to reduce expenditures in this category.

**Explanation:**  
Services and Other Exps  
(linked from 6A  
if NOT met)

Expenditures in the current year were increased, to account for expenditures from Federal CARES Act and Learning Loss Mitigation funds, in response to the COVID-19 pandemic. Expenditures in the subsequent years are decreased to expected levels.

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

**DATA ENTRY:** Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	5,756,915.00	5,945,861.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		5,756,915.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

**STANDARD:** Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.3%	3.2%	3.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.1%	1.1%	1.0%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2020-21)	(384,812.00)	135,649,447.00	0.3%	Met
1st Subsequent Year (2021-22)	(770,424.00)	137,473,955.00	0.6%	Met
2nd Subsequent Year (2022-23)	(5,602,424.00)	126,652,068.00	4.4%	Not Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:  
(required if NOT met)

The District continues to experience significant declining enrollment, while our population of students with disabilities continues to increase. In order to respond to these financial pressures, the District is anticipating the need for a greater level of deficit spending in 2022-23.

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2020-21)	19,286,166.00		Met
1st Subsequent Year (2021-22)	14,009,992.00		Met
2nd Subsequent Year (2022-23)	8,407,568.00		Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2020-21)	10,388,171.00		Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	14,733	14,355	13,924
District's Reserve Standard Percentage Level:	3%	3%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

- b. Special Education Pass-through Funds  
(Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	220,789,956.00	205,158,983.00	195,724,140.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	220,789,956.00	205,158,983.00	195,724,140.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,623,698.68	6,154,769.49	5,871,724.20
6. Reserve Standard - by Amount (\$71,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	6,623,698.68	6,154,769.49	5,871,724.20



**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	6,623,699.00	6,154,769.00	5,871,724.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	547,867.00	446,373.00	265,844.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	7,171,566.00	6,601,142.00	6,137,568.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.25%	3.22%	3.14%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>6,623,698.68</b>	<b>6,154,769.49</b>	<b>5,871,724.20</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Temporary Interfund Borrowings**

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

Due to planned cash deferrals by the State Budget, and the negative effect on General Fund cash balances, the District anticipates the need for short-term interfund borrowing in May and June.

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2020-21)	(36,925,709.00)	(37,863,259.00)	2.5%	937,550.00	Met
1st Subsequent Year (2021-22)	(37,774,120.00)	(36,675,222.00)	-2.9%	(1,098,898.00)	Met
2nd Subsequent Year (2022-23)	(41,092,706.00)	(42,568,061.00)	3.6%	1,475,355.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2020-21)	654,729.00	0.00	-100.0%	(654,729.00)	Not Met
1st Subsequent Year (2021-22)	500,000.00	300,000.00	-40.0%	(200,000.00)	Not Met
2nd Subsequent Year (2022-23)	500,000.00	300,000.00	-40.0%	(200,000.00)	Not Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

At the time of Adopted Budget, the District anticipated a contribution to Fund 130 - Child Nutrition of \$654,729, due to the impacts of the COVID-19 pandemic. The District has since been able to supplement the Child Nutrition program with Federal CARES Act funds, so that a General Fund contribution is not necessary in 2020-21. It is anticipated that future years will require General Fund contributions to Fund 130 of approximately \$300,000 each year.

- 1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If Budget Adoption data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C)

Yes

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

No

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	8	General Fund	General Fund	3,072,458
Certificates of Participation	27	General Fund	General Fund	8,000,000
General Obligation Bonds	26	Debt Service	Debt Service	259,544,093
Supp Early Retirement Program	2	General Fund	General Fund	1,828,086
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
<b>TOTAL:</b>				272,444,637

Type of Commitment (continued)	Prior Year (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	402,454	407,017	412,908	420,055
Certificates of Participation	631,854	160,000	280,000	575,500
General Obligation Bonds	17,032,200	16,215,596	16,215,596	16,215,596
Supp Early Retirement Program	814,043	814,043	814,043	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
<b>Total Annual Payments:</b>	18,880,551	17,596,656	17,722,547	17,211,151
<b>Has total annual payment increased over prior year (2019-20)?</b>		No	No	No

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

**Explanation:**  
(Required If Yes  
to increase in total  
annual payments)

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

Yes

2. Yes - Funding sources will decrease or expire prior to the end of the commitment period, or one-time funding sources are being used for long-term commitment annual payments. Provide an explanation for how those funds will be replaced to continue annual debt service commitments.

**Explanation:**  
(Required if Yes)

General Fund revenues are used to pay for some long-term commitments, and General Fund revenues are projected to decrease in the budget year and subsequent years.

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)
- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?
- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. Total OPEB liability	81,160,496.00	90,785,916.00
b. OPEB plan(s) fiduciary net position (if applicable)	9,903,216.00	6,485,781.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	71,257,280.00	84,300,135.00

	Actuarial	Actuarial
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?		
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2019	Jun 30, 2020

3. OPEB Contributions

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2020-21)	0.00	0.00
1st Subsequent Year (2021-22)	0.00	0.00
2nd Subsequent Year (2022-23)	0.00	0.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2020-21)	409,037.00	4,082,151.00
1st Subsequent Year (2021-22)	3,389,824.00	3,907,325.00
2nd Subsequent Year (2022-23)	3,338,934.00	3,907,325.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2020-21)	4,083,825.00	4,083,125.00
1st Subsequent Year (2021-22)	4,273,096.00	4,273,096.00
2nd Subsequent Year (2022-23)	4,493,556.00	4,493,556.00
d. Number of retirees receiving OPEB benefits		
Current Year (2020-21)	243	243
1st Subsequent Year (2021-22)	243	243
2nd Subsequent Year (2022-23)	243	243

4. Comments:

Eligible retired employees, hired prior to 2013, have district-paid benefits to age 69.

At Adopted Budget, it was anticipated that the District would need to decrease the OPEB contribution in the current year, as a budget reduction strategy.

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No
----

b. If Yes to Item 1a, have there been changes since budget adoption in self-insurance liabilities?

n/a
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c. If Yes to Item 1a, have there been changes since budget adoption in self-insurance contributions?

n/a
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2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

Budget Adoption (Form 01CS, Item S7B)	First Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
  - Current Year (2020-21)
  - 1st Subsequent Year (2021-22)
  - 2nd Subsequent Year (2022-23)
- b. Amount contributed (funded) for self-insurance programs
  - Current Year (2020-21)
  - 1st Subsequent Year (2021-22)
  - 2nd Subsequent Year (2022-23)

Budget Adoption (Form 01CS, Item S7B)	First Interim

4. Comments:

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**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	886.5	873.5	863.5	853.5

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

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**One Year Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year

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or

**Multiyear Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year (may enter text, such as "Reopener")

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Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

906,835
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7. Amount included for any tentative salary schedule increases

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**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
9,844,279	9,729,487	9,614,767
capped at \$14,349	capped at \$14,349	capped at \$14,349
-6.2%	-1.2%	-1.2%

**Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
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If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
1,125,604	1,142,488	1,159,625
1.5%	1.5%	1.5%

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the Interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of budget adoption?  
If Yes, complete number of FTEs, then skip to section S8C.   
If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	676.5	682.3	676.7	671.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the Interim and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
7. Amount included for any tentative salary schedule increases			

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
3,325,957	3,269,317	3,212,677
capped at \$11,328	capped at \$11,328	capped at \$11,328
-1.2%	-1.7%	-1.7%

**Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
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If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

--

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
409,712	415,857	422,095
1.5%	1.5%	1.5%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):


**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of budget adoption?   
 If Yes or n/a, complete number of FTEs, then skip to S9.  
 If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	82.0	68.0	68.0	68.0

- 1a. Have any salary and benefit negotiations been settled since budget adoption?   
 If Yes, complete question 2.  
 If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?   
 If Yes, complete questions 3 and 4.

**Negotiations Settled Since Budget Adoption**

2. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the Interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
4. Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	681,494	681,494	681,494
3. Percent of H&W cost paid by employer	capped at \$11,653	capped at \$11,653	capped at \$11,653
4. Percent projected change in H&W cost over prior year	-16.6%	0.0%	0.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	117,329	119,089	120,875
3. Percent change in step and column over prior year	-29.3%	1.5%	1.5%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits	40,854	40,854	40,854
3. Percent change in cost of other benefits over prior year	-10.2%	0.0%	0.0%

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

No
----

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an Interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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**ADDITIONAL FISCAL INDICATORS**

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.  
A9: In May 2020, the Assistant Superintendent of Business Services retired, and the district has in place an Interim Assistant Superintendent of Business Services. A new Assistant Superintendent of Human Resources was hired on August 31, 2020.

**End of School District First Interim Criteria and Standards Review**

First Interim  
 2020-21 Original Budget  
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

**CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION**

ACCOUNT						RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB			
01	3220	0	0000	0000	9791	3220	9791	-2,897,506.04

**GENERAL LEDGER CHECKS**

**EFB-POSITIVE - (W) - Ending balance (Object 979Z) is negative for the following resources. Please explain the cause of the negative balances and your plan to resolve them. EXCEPTION**

FUND	RESOURCE	NEG. EFB
01	3210	-121,681.45
Explanation: Per CDE guidance, ESSER Fund expenditures (Resource 3210) were allowed to be reported in 2019-20, but revenue is not reported until 2020-21. This results in a negative beginning balance for Resource 3210.		
01	3220	-2,897,506.04
Explanation: Per CDE guidance, CRF-Coronavirus Relief Fund expenditures (Resource 3220) were allowed to be reported in 2019-20, but revenue is not reported until 2020-21. This results in a negative beginning balance for Resource 3220.		
Total of negative resource balances for Fund 01		-3,019,187.49

**OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION**

FUND	RESOURCE	OBJECT	VALUE
01	3210	9790	-121,681.45
Explanation: Per CDE guidance, ESSER Fund expenditures (Resource 3210) were allowed to be reported in 2019-20, but revenue is not reported until 2020-21. This results in a negative beginning balance for Resource 3210.			



01                    3220                    9790                    -2,897,506.04

Explanation: Per CDE guidance, CRF-Coronavirus Relief Fund expenditures (Resource 3220) were allowed to be reported in 2019-20, but revenue is not reported in 2020-21. This results in a negative beginning balance for Resource 3220.

## **SUPPLEMENTAL CHECKS**

### **EXPORT CHECKS**

Checks Completed.

First Interim  
 2020-21 Board Approved Operating Budget  
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
--	----------	--------	-------

01-3220-0-0000-0000-9740	3220	9740	5,639,095.00
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Explanation: This error is due to a budget transfer transaction in the District's financial system, that could not be corrected for Board Approved Operating Budget figures. This error is corrected in the First Interim Projected Totals figures.

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT FD - RS - PY - GO - FN - OB	RESOURCE	OBJECT	VALUE
--	----------	--------	-------

01-3220-0-0000-0000-9791	3220	9791	-2,897,506.00
--------------------------	------	------	---------------

Explanation: Per CDE Guidance, CRF-Coronavirus Relief Fund expenditures (Resource 3220) were allowed to be reported in 2019-20, but revenue is not reported until 2020-21. This results in a negative beginning balance for Resource 3220.

**GENERAL LEDGER CHECKS**

**SUPPLEMENTAL CHECKS**

## **EXPORT CHECKS**

Checks Completed.

First Interim  
 2020-21 Actuals to Date  
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT						RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB			

01	3220	0	0000	0000	9791	3220	9791	-2,897,506.04
----	------	---	------	------	------	------	------	---------------

Explanation: Per CDE guidance, CRF-Coronavirus Relief Fund expenditures (Resource 3220) were allowed to be reported in 2019-20, but revenue is not reported until 2020-21. This results in a negative beginning balance for Resource 3220.

**GENERAL LEDGER CHECKS**

**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

Checks Completed.

First Interim  
 2020-21 Projected Totals  
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE	
FD	RS	PY	GO	FN	OB			
01	3220	0	0000	0000	9791	3220	9791	-2,897,506.00

**GENERAL LEDGER CHECKS**

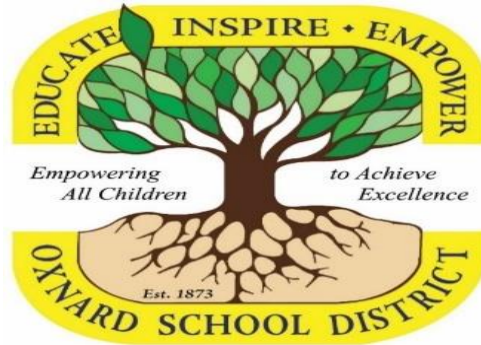
**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: A Cashflow Worksheet in Excel format (other than Form CASH) is included with the 2020-21 First Interim Budget Report.

Checks Completed.



# **2020-21 FIRST INTERIM REPORT**

## **December 16, 2020**

### **Special Board Meeting**

Presented by:

Janet Penanhoat,

Interim Assistant Superintendent, Business & Fiscal Services

and

Mary Crandall Plasencia, Director of Finance

# SIGNIFICANT CHANGES SINCE ADOPTED BUDGET

Highlighted changes from Senate Bill (SB) 820, Education Trailer Bill, signed by the Governor on September 18, 2020:

- No ADA collected in 2020-21 for apportionment purposes
- Extended deadline for GEER funds to September 30, 2022
- Extended deadline for LLM GF funds from December 30, 2020 to June 30, 2021
- Expanded eligible expenditures for LLM funds to address health and safety
- LLM and ESSER funds are excluded from expenditures for the purposes of the Routine Restricted Maintenance Account (RRMA) calculation

# ITEMS OF KEY INTEREST FOR BUDGET PREPARATION

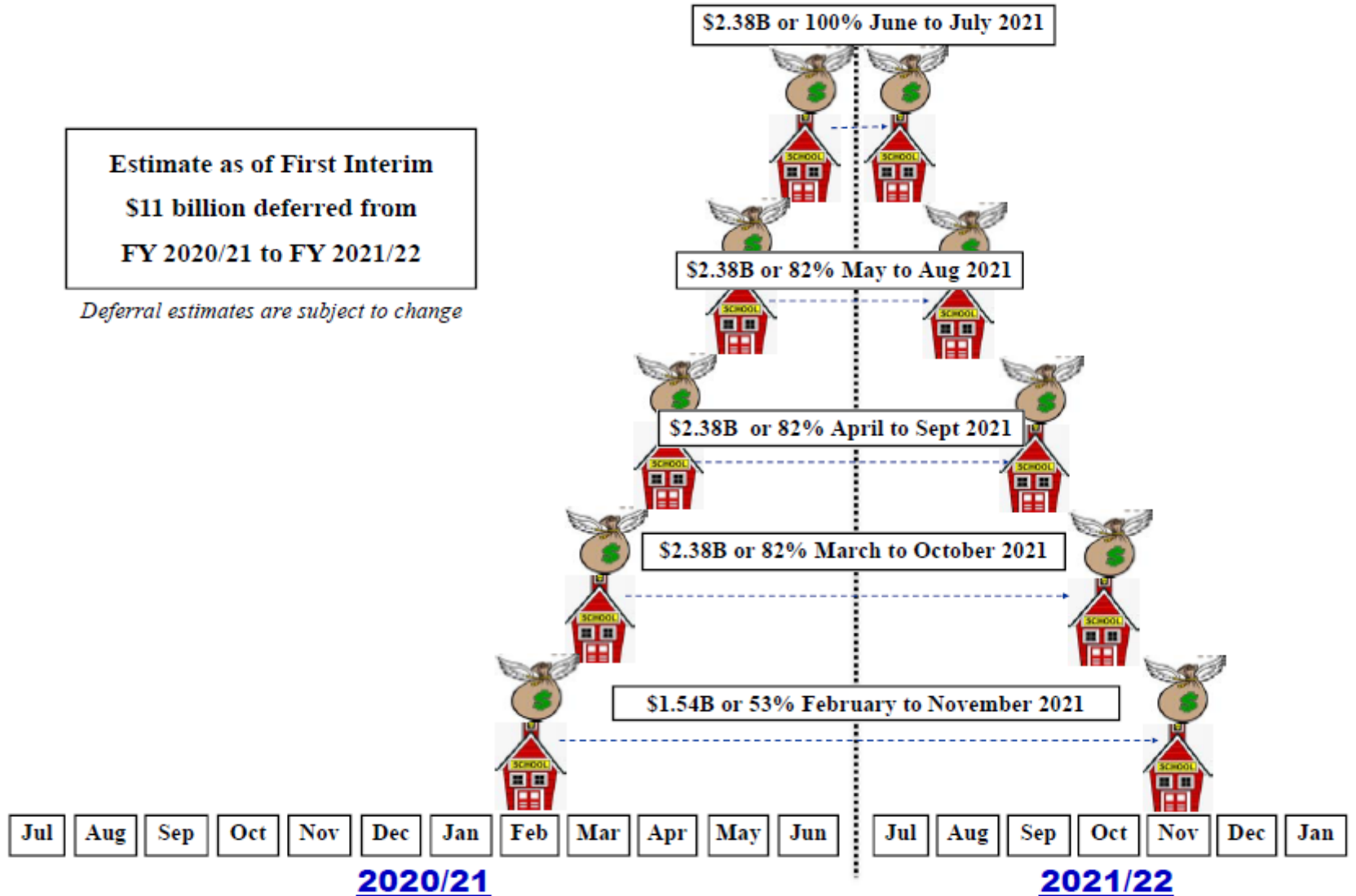
- Local Control Funding Formula (LCFF) and COLA
  - The LCFF planning factors showing a 0.00% COLA in the current and two subsequent years should be viewed as a best-case scenario
- Attendance
  - ADA hold harmless for the current year, and for 2021-22 for declining enrollment districts
  - Expect a significant funding decrease in 2022-23
  - Minimum daily minute, annual instructional days, and weekly engagement record requirements
- Deferrals and Cash Flow
  - Pension contribution rates continue to increase in future years
  - Short timelines to spend large sums of funding, changing federal requirements, unknown audit requirements
  - Cost of mitigating learning loss over time



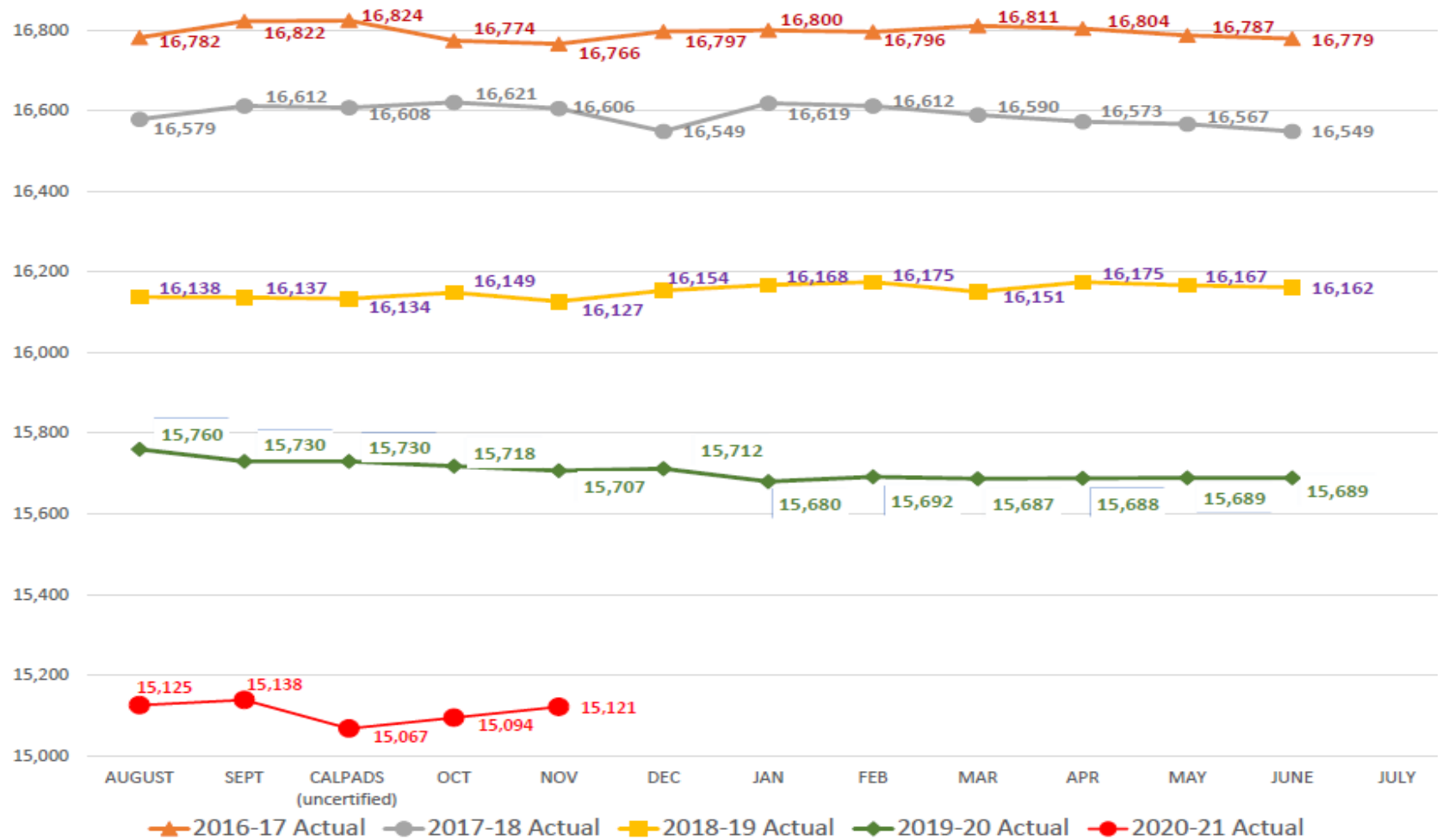
# Apportionment Deferrals

Estimate as of First Interim  
 \$11 billion deferred from  
 FY 2020/21 to FY 2021/22

*Deferral estimates are subject to change*



# OXNARD SCHOOL DISTRICT ENROLLMENT HISTORY 2016-17 THROUGH 2020-21 ACTUALS



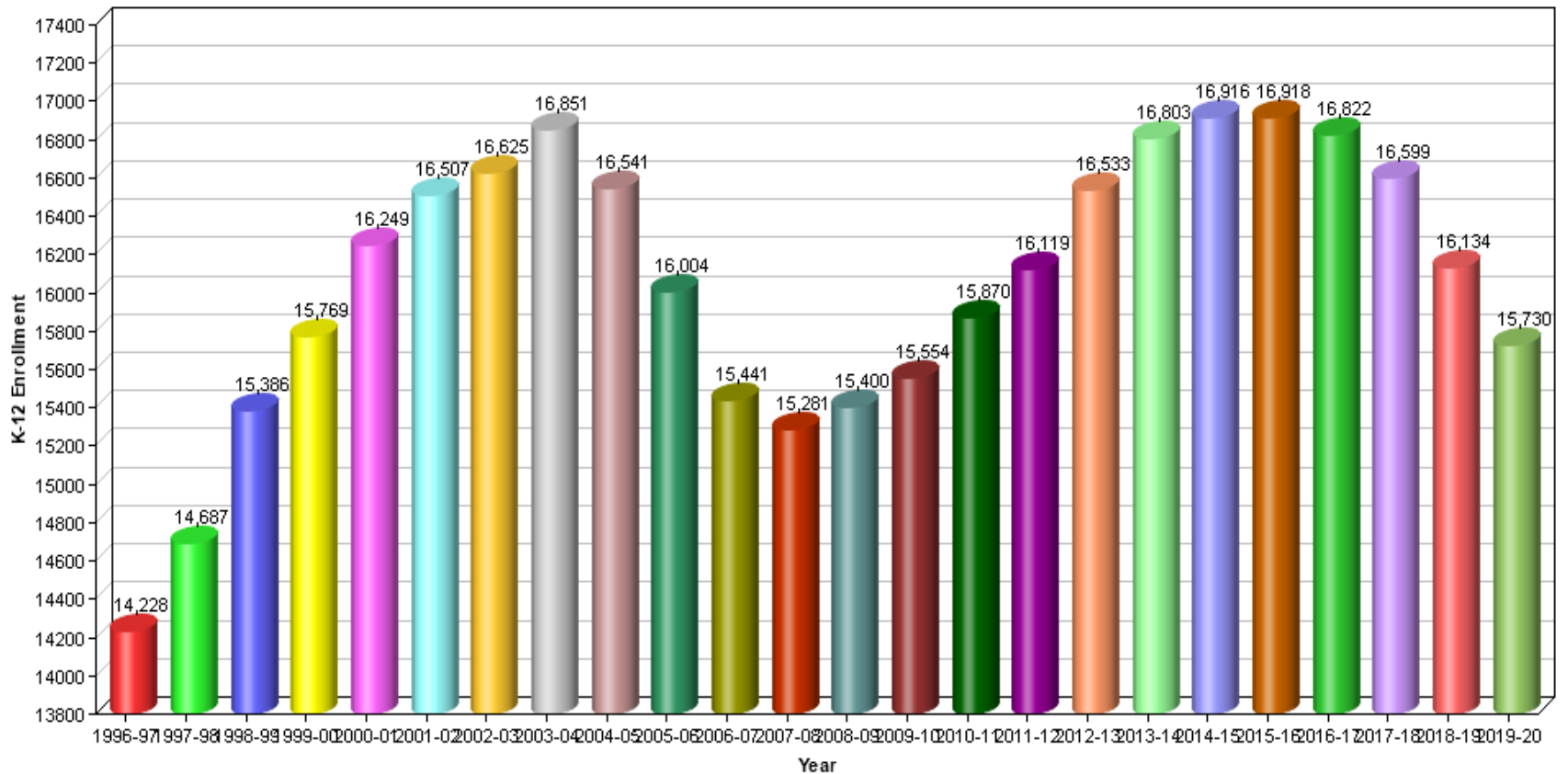


# K-12 Public School Enrollment

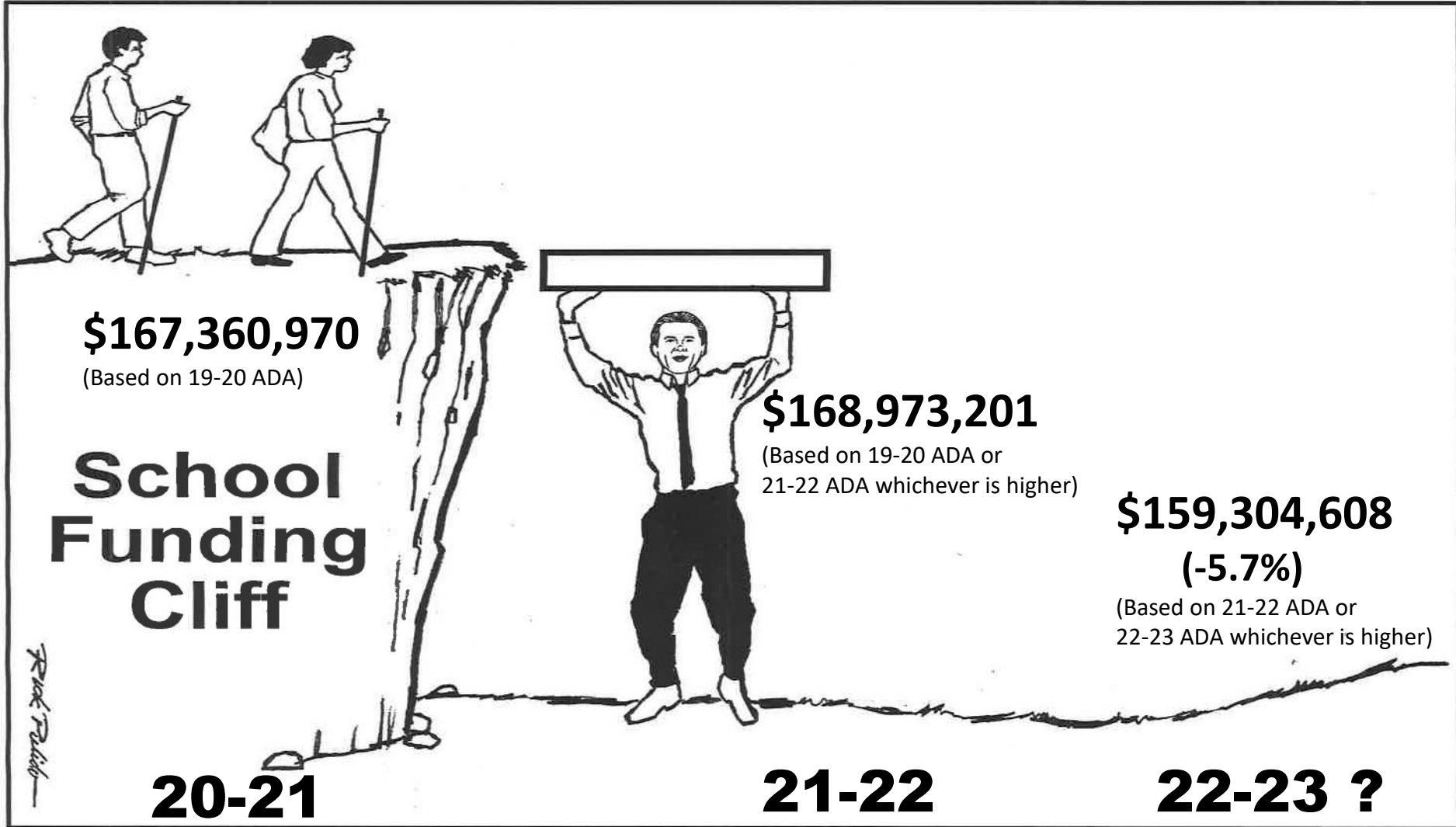
5672538-Oxnard

Select Report

Select District

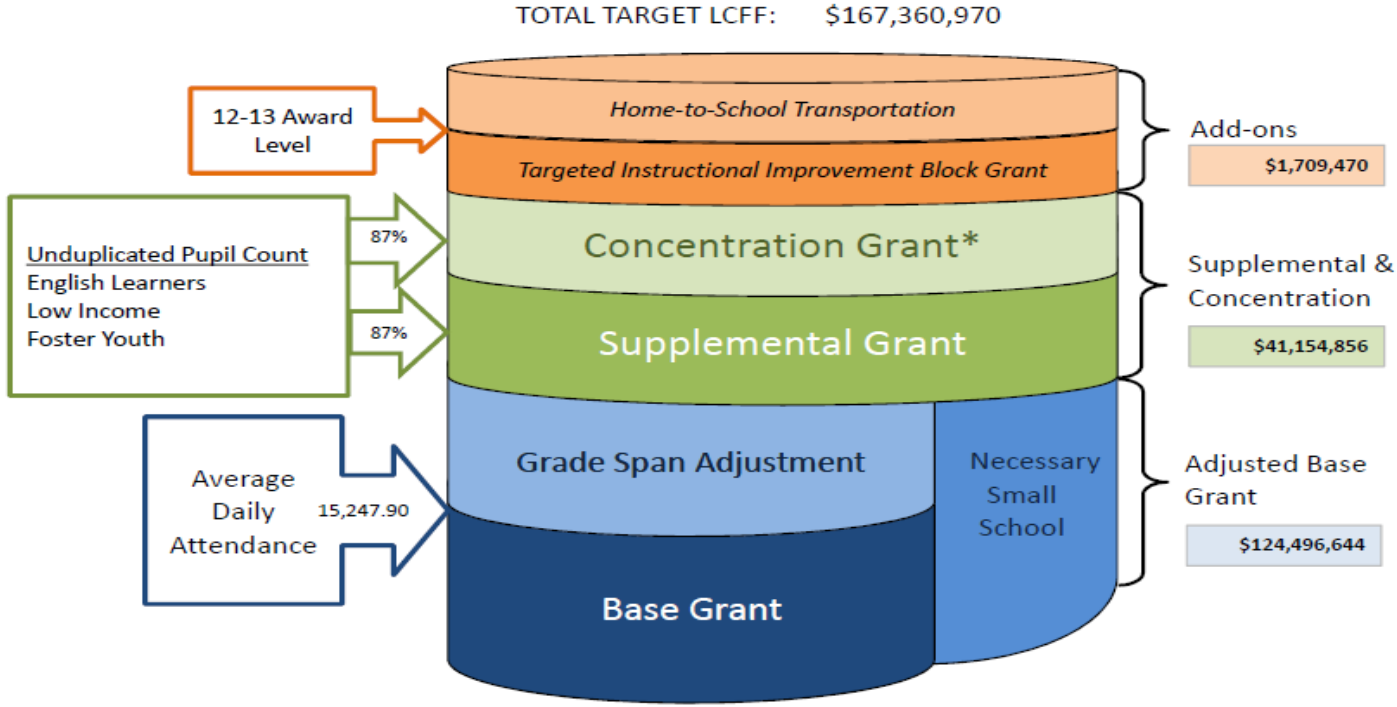


# LCFF Funding



# COMPONENTS OF LCFF TARGET ENTITLEMENT

	2020-21	
Base Grant / Necessary Small School	\$ 119,272,691	15,247.90 ADA
Grade Span Adjustment	\$ 5,223,953	
Supplemental Grant	\$ 21,540,409	87%
Concentration Grant	\$ 19,614,447	87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470	
<b>Total</b>	<b>\$ 167,360,970</b>	



\*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

# PLANNING FACTORS FOR 2020-21 AND MULTI-YEAR PROJECTIONS

The key planning factors for OSD's Budget for 2020-21 1<sup>st</sup> Interim and MYP are listed below and are based on the latest information available.

Planning Factor	2020-21	2021-22	2022-23
Estimated Funded ADA (Average Daily Attendance)	15,247.90	15,247.90	14,408.93
Funded UPP (Unduplicated Pupil Percentage)	86.51%	88.36%	87.82%
Step & Column	1.50%	1.50%	1.50%
Statutory COLA (Planning COLA)	0.00%	0.00%	0.00%
STRS Employer Statutory Rates	16.15%	16.00%	18.10%
PERS Employer Projected Rates	20.70%	23.00%	26.30%
Lottery - Unrestricted per ADA	\$150	\$150	\$150
Lottery - Prop 20 per ADA	\$49	\$49	\$49
Mandated Block Grant per ADA	\$32.18	\$32.18	\$32.18
CPI	0.98%	1.59%	1.87%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes			

# MULTI-YEAR PROJECTIONS

	2020-21 Proposed Budget	2021-22 Projections	2022-23 Projections
Revenues	\$222,536,899	\$199,882,809	\$190,121,716
Expenditures	\$220,789,956	\$207,158,983	\$211,724,140
<b>Budget Reductions Needed</b>		<b>(\$2,000,000)</b>	<b>(\$16,000,000)</b>
Total Adjusted Expenditures	\$220,789,956	\$205,158,983	\$195,724,140
<b>Excess (Deficiency) of Revenue over Expenditures</b>	<b>\$1,746,943</b>	<b>(\$4,976,174)</b>	<b>(\$5,302,424)</b>
Transfers from Other Funds	0	0	0
Transfers to Other Funds	\$0	\$300,000	\$300,000
<b>Net Increase (Decrease) in Fund Balance</b>	<b>\$1,746,943</b>	<b>(\$5,276,174)</b>	<b>(\$5,602,424)</b>
Beginning Fund Balance	\$17,539,223	\$19,286,166	\$14,009,992
<u>Components of Ending Fund Balance</u>			
Total Ending Fund Balance	\$19,286,166	\$14,009,992	\$8,407,568
3% Reserve for Economic Uncertainty	\$6,623,699	\$6,154,769	\$5,871,724
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000
Legally Restricted	\$4,505,750	\$0	\$0
Other Assignments	\$7,488,850	\$7,288,850	\$2,150,000
<b>Undesignated/Unappropriated Fund Balance</b>	<b>\$547,867</b>	<b>\$446,373</b>	<b>\$265,844</b>



# 2020-21 GENERAL FUND COMPARISON

## EXPLANATION OF CHANGES FROM ADOPTED BUDGET

Object	Original Budget	1st Interim	Difference	Explanation
<b>Revenue:</b>				
8010-8099	\$ 153,410,469	\$ 166,360,970	\$ 12,950,501	Increase due to State Budget adoption at 0.00% COLA (instead of -7.92% COLA).
8100-8299	\$ 15,896,821	\$ 35,586,780	\$ 19,689,959	Recognize prior year carryover of Federal revenue (\$5.4 million), and increase to CARES Act funding (\$14.2 million).
8300-8599	\$ 7,991,723	\$ 10,065,098	\$ 2,073,375	Recognize ASES prior year carryover, and increase to State Learning Loss Mitigation funding.
8600-8799	\$ 10,100,722	\$ 10,524,051	\$ 423,329	Increases in Local revenues such as Workers Compensation rebate from VCSSFA, safety credit funds, and higher interest rates.
<b>Expenditures:</b>				
1000-1999	\$ 80,299,029	\$ 87,879,259	\$ 7,580,230	Adopted Budget included decreases for a hiring freeze and two furlough days, which were removed for 1st Interim; 1st Interim includes increased budget for extra hours for teacher professional development and intervention (ISPs) paid with CARES Act funds.
2000-2999	\$ 27,532,439	\$ 29,127,852	\$ 1,595,413	Adopted Budget included decreases for a hiring freeze and two furlough days, which were removed for 1st Interim; 1st Interim includes increased budget for extra hours for clerical support at sites, and extra staff paid with CARES Act funds.
3000-3999	\$ 40,502,919	\$ 44,795,324	\$ 4,292,405	Adjustment for increases to certificated and classified employee expenses.
4000-4999	\$ 13,019,602	\$ 26,497,805	\$ 13,478,203	Increase of budgeted expenditures that correlates to increased Federal revenue.
5000-5999	\$ 27,708,863	\$ 29,333,933	\$ 1,625,070	Increase of budgeted expenditures that correlates to increased Federal revenue.
6000-6999	\$ 186,250	\$ 918,035	\$ 731,785	Increase of budgeted expenditures that correlates to increased Federal revenue.
7100-7499	\$ 2,685,017	\$ 2,685,017	\$ -	
7300-7399	\$ (691,728)	\$ (447,269)	\$ 244,459	Increase in Indirect Costs due to increase in budgeted expenditures.
7600-7629	\$ 654,729	\$ -	\$ (654,729)	Decrease in contribution to Child Nutrition Fund, due to use of CARES Act funds.
8980-8999	\$ (36,925,709)	\$ (37,863,259)	\$ 937,550	Increase in contribution to Special Education.



# COVID-19 RELIEF FUNDS - REVENUE

Funding Source	Funding Amount	Expenditure Window
Learning Loss Mitigation - Coronavirus Relief Fund (CRF Resource 3220)	\$ 16,970,446	March 1, 2020 to December 30, 2020
Learning Loss Mitigation - State General Fund (GF Resource 7420)	\$ 1,462,212	March 1, 2020 to June 30, 2020
Learning Loss Mitigation - Governors Emergency Education Relief (GEER Resource 3215)	\$ 1,068,606	March 13, 2020 to September 30, 2022
Elementary & Secondary Schools Emergency Relief (ESSER Resource 3210)	\$ 3,173,320	March 13, 2020 to September 30, 2022
COVID-19 LEA Response Funds - State General Fund (SB 117 Resource 7388)	\$ 271,412	Apportioned March 2020, no end date
	<b>\$ 22,945,996</b>	<b>Total Relief Funds Available to Oxnard School District</b>

# COVID-19 RELIEF FUNDS - EXPENDITURES

- Health and Safety
  - PPE, cleaning and sanitizing, air filters, hand washing/hand sanitizing stations
- Additional Staffing Support
  - Intervention Specialists (ISPs)
  - Special Education Support for Assessment Backlog
  - Counselors and Outreach Consultants (ORCs)
  - Technology Support and Technology TOSA
- Technology and Digital Connectivity
  - Student Devices and Wi-Fi Hot Spots
  - Distance Learning Platform and Software, including Teacher Training
  - Infrastructure Improvements to Support Increased Usage
  - Devices and Technology Support for Staff
- Materials and Supplies to Support Distance Learning
- Classroom and Workplace Modifications for Social Distancing
- Continue to Provide Breakfast and Lunch to Students and Families

# NEXT STEPS

January 2021	Governor's Preliminary 2021-22 Budget Released
January - February 2021	Work will happen on enrollment and staffing projections for 2021-22
January – June 2021	Work on the 2021-22 LCAP and Budget happens
March 2021	2 <sup>nd</sup> Interim Report for 2020-21 presented to the Board for approval
June 2021	LCAP and Budget for 2021-22 presented to the Board for review and approval

# QUESTIONS?



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading – Revisions to BP 3280 – Sale or Lease of District-Owned Real Property (Penanhoat)**

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The administration is recommending a revision to BP 3280 Sale or Lease of District-Owned Real Property, to reflect new law (SB 820, 2020) which adds, until July 1, 2024, an exception to the requirement that boards appoint an advisory committee for the sale or lease of district-owned property if the property has not operated as an early childhood education facility or for elementary or secondary instruction and authorizes the proceeds from the sale or lease of property purchased entirely with local funds to be used for any one-time general fund purpose if certain conditions are met.

This new law also adds material regarding the authorization for boards to meet in closed session with real property negotiators, the requirement to notify the Office of Public School Construction within 90 days if the district sells property that utilized funds received from a state school facilities program within the previous 10 years and the proceeds were not used for specified purposes, and conditions under which the State Allocation Board may require a return of the funds.

Added language is indicated by italicized font.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

None at this time. BP 3280 will be presented for second reading and adoption at the first Board Meeting in January 2021.

**ADDITIONAL MATERIALS:**

**Attached:** [BP 3280 \(5 pages\)](#)

**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY**

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

*(cf. 1330 - Use of School Facilities)*  
*(cf. 7110 - Facilities Master Plan)*  
*(cf. 7111 - Evaluating Existing Buildings)*  
*(cf. 7160 - Charter School Facilities)*

*Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. The Board may elect not to appoint a district advisory committee for any of the following: (Education Code 17388, 17391)*

- 1. A rental of property for a period of time not exceeding 30 days*
- 2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school*
- 3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing*
- 4. Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction*

*(cf. 1220 - Citizen Advisory Committees)*

*In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by the local planning agency that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)*

*The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)*

*The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)*

*(cf. 9321 - Closed Session)*

**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY** (continued)

*When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

**Resolution of Intention to Sell or Lease**

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9323.2 - Actions by the Board)*

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

*At least 60 days prior to the public meeting, the Superintendent or designee shall take reasonable steps to provide written notification of the public meeting, by certified mail, to the former owner from whom the district acquired the property. (Education Code 17470)*

**Acceptance/Rejection of Bids**

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no

**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY** (continued)

proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

*(cf. 1431 - Waivers)*

**Use of Proceeds**

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time *expenditures and not for ongoing expenditures such as salaries and general operating expenses*. (Education Code 17462; 2 CCR 1700)

*Proceeds from a sale of surplus district property shall generally be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)*

*However, if the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. (Education Code 17462)*

*(cf. 3100 - Budget)*

*(cf. 3460 - Financial Reports and Accountability)*

*In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal*



**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY** (continued)

property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years
2. At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district

*Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)*

*Legal Reference: (see next page)*

**SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY (continued)**

*Legal Reference:*

EDUCATION CODE

17219-17224 *Acquisition of property not utilized as school site; nonuse payments; exemptions*

17230-17234 *Surplus property*

17385 *Conveyances to and from school districts*

17387-17391 *Advisory committees for use of excess school facilities*

17400-17429 *Leasing property*

17430-17447 *Leasing facilities*

17453 *Lease of surplus district property*

17455-17484 *Sale or lease of real property, especially:*

17462.3 *State Allocation Board program to reclaim funds*

17485-17500 *Surplus school playground (Naylor Act)*

17515-17526 *Joint occupancy*

17527-17535 *Joint use of district facilities*

33050 *Request for waiver*

38130-38139 *Civic Center Act*

GOVERNMENT CODE

50001-50002 *Definitions*

54220-54232 *Surplus land, especially:*

54222 *Offer to sell or lease property*

54950-54963 *Brown Act, especially:*

54952 *Legislative body, definition*

PUBLIC RESOURCES CODE

21000-21177 *California Environmental Quality Act*

CODE OF REGULATIONS, TITLE 2

1700-1702 *Surplus property; use of proceeds*

COURT DECISIONS

*San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356*

ATTORNEY GENERAL OPINIONS

*94 Ops.Cal.Atty.Gen. 82 (2011)*

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Closing a School Best Practices Guide*

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

*Unused Site Program Handbook, December 2015*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section F: Board Policies, First Reading

**Revisions to Board Policy AR 6174 Instruction Education for English Learners  
(DeGenna/Thomas)**

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In December of 2019 the state updated the Administrative Regulations 6174 related to English Learner programs. The district's current AR 6174 had been last updated in 2017 and during FPM we were asked by the state auditor to make sure that we had the most up to date version. Some of the major revisions were updates to definitions specific to Designated and Integrated ELD, requirements related to initial identification and assessment on the ELPAC, time lines for the notification of test results, and four new entire sections on Language Acquisition Programs, Reclassification/Redesignation, ELAC and DELAC Advisory Committees and LCAP Advisory Committees. Revisions are strikethrough and new revisions in italic.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Curriculum, Instruction & Accountability that the Board of Trustees receives the revisions of the AR as outlined above. This item will be brought back for a second reading and adoption at the January Board Meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [Revised-AR 6174 Inst. Ed. for Eng. Learners.pdf](#)

## Education For English Language Learners

### Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

~~English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)~~

*Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)*

~~English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)~~

*Integrated English language development means instruction in which state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)*

~~Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)~~

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

## Identification and Assessment

Upon enrollment in the district, each student's primary language shall be *determined* through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be *initially* assessed for English proficiency using the ~~state's designated English language proficiency test~~ *English Language Proficiency Assessments for California (ELPAC)*. *Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC.* ~~initial identification.~~ (Education Code 313, 52164.1; 5 CCR 11518.5)

*Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6162.51 – State Academic Achievement Tests)*

*(cf. 6164.6 – Identification and Education Under Section 504)*

*Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)*

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ~~state's designated English language proficiency test~~ *ELPAC* shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

*The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)*

*(cf. 5145.6 - Parental Notifications)*

*The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the*

*student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)*

- 1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program*
- 2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement*
- 3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:*
  - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction*
  - b. The manner in which the program will meet the educational strengths and needs of the student*
  - c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation*
  - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable*
  - e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP*
- 4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards*
- 5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request*
- 6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available*
- 7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered*

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

### **Language Acquisition Programs**

*Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)*

1. *The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.*
2. *The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.*
3. *If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:*
  - a. *Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program*
  - b. *Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals*
  - c. *Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators*
  - d. *If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.*

*The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)*

- 1. A description of the programs provided, including structured English immersion*
- 2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English*
- 3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development*
- 4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals*
- 5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language*
- 6. The process to request establishment of a language acquisition program not offered at the school*
- 7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.*

*The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. (5 CCR 11302)*

### ***Reclassification/Redesignation***

*English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)*

*The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)*

- 1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC*
- 2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student*



3. *Parent/guardian involvement, including:*
  - a. *Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate*
  - b. *Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process*
4. *Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level*

*The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)*

*(cf. 5125 - Student Records)*

*The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)*

*The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure correct classification and placement and to determine whether any additional academic support is needed.*

### **Advisory Committees**

*A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR 11308)*

*The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)*

*When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)*

*The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)*

1. *Developing a district master plan for education programs and services for English learners, taking into consideration the school site plans for English learners*
2. *Conducting a districtwide needs assessment on a school-by-school basis*
3. *Establishing a district program, goals, and objectives for programs and services for English learners*
4. *Developing a plan to ensure compliance with applicable teacher or instructional aide requirements*
5. *Administering the annual language census*
6. *Reviewing and commenting on the district's reclassification procedures*
7. *Reviewing and commenting on the required written parental notifications*

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 5020 - Parent Rights and Responsibilities)*

*(cf. 6020 - Parent Involvement)*

*In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)*

#### **LCAP Advisory Committee**

*When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)*

*(cf. 0460 - Local Control and Accountability Plan)*

*The DELAC may also serve as the LCAP English learner advisory committee.*

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** December 16, 2020

**Agenda Section:** Section F: Board Policies, First Reading

**First Reading – Revisions to BB 9270 – Conflict of Interest (Penanhoat/Crandall)**

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The administration is recommending a revision to BB 9270 Conflict of Interest, to reflect changes required by the Federal Program Management (FPM) review, and to be aligned with the Federal Procurement Standards.

Added language is indicated by italicized font.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

None at this time. BB 9270 will be presented for second reading and adoption at the first Board Meeting in January 2021.

**ADDITIONAL MATERIALS:**

**Attached:** [BB 9270 \(6 pages\)](#)

**CONFLICT OF INTEREST**

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

*(cf. 9005 - Governance Standards)*

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

*(cf. 9320 - Meetings and Notices)*

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

*(cf. 4117.2/4217.2/4317.2 - Resignation)*

*(cf. 9222 - Resignation)*

*In the case of any violation of the conflict of interest code or policy by any officer, employee, or agent of the District, information on the violation will be submitted to the Board for further review and/or possible disciplinary action. (2CFR 200.318(c)(1))*

**Conflict of Interest under the Political Reform Act**

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial

**CONFLICT OF INTEREST** (continued)

effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

**Additional Requirements for Boards that Manage Public Investments**

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

**CONFLICT OF INTEREST** (continued)

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

**Conflict of Interest under Government Code 1090**

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

## **CONFLICT OF INTEREST (continued)**

### **Common Law Doctrine Against Conflict of Interest**

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

### **Rule of Necessity or Legally Required Participation**

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

### **Incompatible Offices and Activities**

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

*(cf. 4136/4236/4336 - Nonschool Employment)*

### **Gifts**

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

### **Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

**CONFLICT OF INTEREST** (continued)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*

EDUCATION CODE

1006 *Qualifications for holding office*

35107 *School district employees*

35230-35240 *Corrupt practices, especially:*

35233 *Prohibitions applicable to members of governing boards*

41000-41003 *Moneys received by school districts*

FAMILY CODE

297.5 *Rights, protections, and benefits of registered domestic partners*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

1125-1129 *Incompatible activities*

81000-91014 *Political Reform Act of 1974, especially:*

82011 *Code reviewing body*

87100-87103.6 *General prohibitions*

87200-87210 *Disclosure*

87300-87313 *Conflict of interest code*

87500 *Statements of economic interests*

89501-89503 *Honoraria and gifts*

91000-91014 *Enforcement*

PENAL CODE

85-88 *Bribes*

CODE OF REGULATIONS, TITLE 2

18110-18997 *Regulations of the Fair Political Practices Commission, especially:*

18702.5 *Public identification of a conflict of interest for Section 87200 filers*

COURT DECISIONS

*Klistoff v. Superior Court*, (2007) 157 Cal.App.4th 469

*Thorpe v. Long Beach Community College District*, (2000) 83 Cal.App.4th 655

*Kunec v. Brea Redevelopment Agency*, (1997) 55 Cal.App.4th 511

*Legal References continued: (see next page)*



**CONFLICT OF INTEREST (continued)**

*Legal Reference: (continued)*

ATTORNEY GENERAL OPINIONS

- 92 Ops.Cal.Atty.Gen. 26 (2009)
- 92 Ops.Cal.Atty.Gen. 19 (2009)
- 89 Ops.Cal.Atty.Gen. 217 (2006)
- 86 Ops.Cal.Atty.Gen. 138(2003)
- 85 Ops.Cal.Atty.Gen. 60 (2002)
- 82 Ops.Cal.Atty.Gen. 83 (1999)
- 81 Ops.Cal.Atty.Gen. 327 (1998)
- 80 Ops.Cal.Atty.Gen. 320 (1997)
- 69 Ops.Cal.Atty.Gen. 255 (1986)
- 68 Ops.Cal.Atty.Gen. 171 (1985)
- 65 Ops.Cal.Atty.Gen. 606 (1982)
- 63 Ops.Cal.Atty.Gen. 868 (1980)

*Management Resources:*

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Board of Trustees Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** December 16, 2020

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading - AR 6173 / BP 6173 Education for Homeless Children (DeGenna/Ridge)**

Board Policy AR 6173 / BP 6173 is new and a recommendation by CSBA (California School Board Association) to be added as a district policy. Board Policy and Administrative Regulation AR 6173 / BP 6173 has revisions italicized and strikethrough's for changes recommended by CSBA and by district administration. These policies are being presented today for a second reading and adoption.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director, Pupil Services, that the Board of Trustees approve and adopt Policies AR 6173 / BP 6173 of the CSBA (California School Board Association) as recommended above.

**ADDITIONAL MATERIALS:**

**Attached:** [Revised-BP 6173 Education for Homeless Children 12-16-20.pdf](#)  
[Revised-AR 6173 Education for Homeless Children 12-16-20.pdf](#)  
[Revised-6173 E2 Education for Homeless Children 12-16-20.pdf](#)  
[Revised-6173 E1 Education for Homeless Children 12-16-20.pdf](#)

**EDUCATION FOR HOMELESS CHILDREN**

The ~~Board of Trustees~~ Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

*(cf. 6011 - Academic Standards)*

***The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)***

*(cf. 3250 - Transportation Fees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

***When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)***

*(cf. 0460 - Local Control and Accountability Plan)*

***The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.***

***In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.***

*(cf. 1113 - District and School Web Sites)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)**

**EDUCATION FOR HOMELESS CHILDREN** (continued)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

*The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.*

*Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)*

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career and Technical Education)

(cf. 6179 - Supplemental Instruction)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. *However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)*

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 3553 - Free and Reduced Price Meals)

*The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

*(cf. 1020 - Youth Services)*

***District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)***

***At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.***

*(cf. 0500 - Accountability)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference:*

EDUCATION CODE

2558.2 Use of revenue limits to determine average daily attendance of homeless children

39807.5 Payment of transportation costs by parents

48850 Educational rights of homeless and foster youth

48852.5 Notice of educational rights of homeless students

48852.7 Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

*Management Resources: (see next page)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

*Management Resources:*

CALIFORNIA CHILD WELFARE COUNCIL

*Partial Credit Model Policy and Practice Recommendations*

CALIFORNIA DEPARTMENT OF EDUCATION

*Homeless Education Dispute Resolution Process, January 30, 2007*

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

*Homeless Liaison Toolkit, 2013*

U.S. DEPARTMENT OF EDUCATION GUIDANCE

*Dear Colleague Letter, July 27, 2016*

*Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016*

WEB SITES

*California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CChildWelfareCouncil.aspx>*

*California Department of Education, Homeless Children and Youth Education:*

*<http://www.cde.ca.gov/sp/hs/cy>*

*National Center for Homeless Education at SERVE: <http://www.serve.org/nche>*

*National Law Center on Homelessness and Poverty: <http://www.nlchp.org>*

*U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>*

**EDUCATION FOR HOMELESS CHILDREN****Definitions**

Homeless *students* means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48852.7; 42 USC 11434a)

1. ~~Children and youths~~ *Students* who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals ~~or are awaiting foster care placement.~~

(cf. 6173.1 - Education for Foster Youth)

2. ~~Children and youths~~ *Students* who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. ~~Children and youths~~ *Students* who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes youth who are not in the physical custody of a parent or guardian. (20 USC 11434a)

*School of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)*

*Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

**District Liaison**

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

~~Director of Curriculum, State, and Federal Programs  
1051 South A Street  
Oxnard, CA 93030  
(805) 487-3918~~

***Oxnard School District Director of Pupil Services  
1051 South A Street, Oxnard, CA 93030  
805-385-1501 x2161***

The district's liaison for homeless students shall: (*Education Code 48852.5; 42 USC 11432*)

1. Ensure that homeless students are identified by school personnel ***and*** through ***outreach and coordination*** ~~coordinated~~ activities with other entities and agencies

(*cf. 1400 - Relations Between Other Governmental Agencies and the Schools*)  
(*cf. 3553 - Free and Reduced-Price Meals*)

2. Ensure that homeless students ~~are enrolled in~~, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and ~~students~~ ***children and youth have access to and*** receive educational services for which they are eligible, ***including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district***

(*cf. 5148.3 - Preschool/Early Childhood Education*)

4. ***Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services***

(*cf. 5141.6 - School Health Services*)

5. ***Inform*** parents/guardians ***are informed*** of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

(*cf. 5145.6 - Parental Notifications*)



**EDUCATION FOR HOMELESS CHILDREN** (continued)

~~Notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens~~

6. ***Disseminate notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, family shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.***
7. Mediate enrollment disputes in accordance with law, ~~Board Policy~~ and administrative regulation the section ***"Resolving Enrollment Disputes"*** below
8. ***Parent/guardians are fully informed Fully inform parents of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice***

(cf. 3541 - Transportation Routes and Services)

9. ***Ensure that school personnel providing services to homeless students receive professional development and other support***

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

10. ***Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090***
11. ***Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the provision of comprehensive data to the state coordinator as required by law***

***In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability.***

(cf. 5144.1 - Suspension and Expulsion/Due Process)

**EDUCATION FOR HOMELESS CHILDREN** (continued)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
 (cf. 6159 - Individualized Education Program)

***The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. He/she shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on the CDE's web site. (42 USC 11432)***

**Enrollment**

***The district shall make ~~when making~~ a placement decisions for homeless students based on the student's best interest. (42 USC 11432) In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise.***

***In determining a student's best interest the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth. (42 USC 11432)***

~~When making a placement decision, the Superintendent or designee may consider~~ ***Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.***

***However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)***

In the case of an unaccompanied youth, the ***District's*** liaison shall assist in placement or enrollment decisions, ***give priority to*** ~~consider~~ the views of the student, and provide notice to the student of his/her appeal rights. (42 USC 11432)

***In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)***

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. ***The student shall be enrolled even if he/she:***

***(Education Code 48852.7; 42 USC 11432)***

**EDUCATION FOR HOMELESS CHILDREN** (continued)

1. ***Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended***

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

2. ***Does not have clothing normally required by the school, such as school uniforms***

(cf. 5132 - Dress and Grooming)

3. ***Even if the parent/guardian is unable to ~~produce~~ provide the school records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records***

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

4. ***Has missed application or enrollment deadlines during any period of homelessness***

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, ***or the student if he/she is an unaccompanied youth***, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

***If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian or an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the decision along with a statement regarding the right to appeal the placement decision. (42 USC 11432)***

***The student may continue attending his/her school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)***

***To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)***

1. ***If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.***

**EDUCATION FOR HOMELESS CHILDREN** (continued)

2. *If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.*

*If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin:*

*(Education Code 48852.7)*

1. *Through the duration of the school year if he/she is in grades K-8*
2. *Through graduation if he/she is in high school*

**Enrollment Dispute Resolution Process Resolving Enrollment Disputes**

If a dispute arises over *student eligibility*, school selection, or enrollment in a particular school, ~~the student shall be immediately admitted to the school in which enrollment is sought pending resolution of the dispute~~ *the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible.* (42 USC 11432)

The parent/guardian *or unaccompanied youth* shall be provided with a written explanation of ~~any the placement decisions, including an explanation~~ *related to eligibility, school selection, or enrollment and the right* of the parent/guardian's ~~right~~ *or unaccompanied youth* to appeal ~~such~~ the decisions. (42 USC 11432)

~~The written explanation shall be complete, as brief as possible, simply stated and provided in language that the parent/guardian or student can understand. The explanation may include contact information for the district liaison, a description of the district's decision, notice of the right to enroll in the school of choice pending resolution of the dispute, notice that enrollment includes full participation in all school activities, and notice of the right to appeal the decision to the county office of education and, if the dispute remains unresolved, to the California Department of Education.~~

*The written explanation shall include:*

1. *A description of the action proposed or refused by the district*
2. *An explanation of why the action is proposed or refused*
3. *A description of any other options the district considered and the reasons that any other options were rejected*
4. *A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources*

**EDUCATION FOR HOMELESS CHILDREN** (continued)

5. *Appropriate timelines to ensure any relevant deadlines are not missed*
6. *Contact information for the district liaison and state coordinator, and a brief description of their roles*

*The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.*

*The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.*

*In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:*

1. *Inform them that they may provide written and/or oral documentation to support their position*
2. *Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved*
3. *Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process*
4. *Provide them a copy of the dispute form they submit for their records*
5. *Provide them the outcome of the dispute for their records*

If a parent/guardian *or unaccompanied youth* disagrees with the liaison's enrollment decision, he/she may appeal the decision to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education.

*Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)*

**EDUCATION FOR HOMELESS CHILDREN (continued)**

***Transportation***

***The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian, or the district***

***liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)***

*(cf. 3250 - Transportation Fees)  
(cf. 3541 - Transportation Routes and Services)*

***The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (Education Code 48852.7)***

***Eligibility for Extracurricular Activities***

***A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)***

*(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)*

***Notification and Complaints***

***Information regarding the educational rights of homeless students, 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 that the district has not complied with requirements regarding the education of homeless students, 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:

CSBA MANUAL MAINTENANCE SERVICE  
December 2020

*EDUCATION FOR HOMELESS CHILDREN*

***DISPUTE FORM***

***Instructions: This form is to be completed by a parent/guardian or student when a dispute regarding enrollment has arisen. As an alternative to completing this form, the information on this form may be shared verbally with the district's liaison for homeless students.***

***Date submitted:*** \_\_\_\_\_

***Student's name:*** \_\_\_\_\_

***Name of person completing form:*** \_\_\_\_\_

***Relation to student:*** \_\_\_\_\_

***Address:*** \_\_\_\_\_

***Phone number:*** \_\_\_\_\_

***Name of school requested:*** \_\_\_\_\_

***I wish to appeal the eligibility, school selection, or enrollment decision made by:***

- District liaison*
- District Superintendent*
- County office of education liaison*

***Reason for the appeal: You may include an explanation to support your appeal in this space or provide your explanation verbally.***

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***I have been provided with:***

- A written explanation of the district's decision*
- Contact information for the district's homeless liaison*
- Contact information for the county office of education's homeless liaison*
- Contact information for the state homeless coordinator*

**EDUCATION FOR HOMELESS CHILDREN**

**DISTRICT EXPLANATION OF DECISION  
RELATED TO ELIGIBILITY, SCHOOL SELECTION, OR ENROLLMENT**

*Instructions: The following form provides notice and explanation to a student's parent/guardian or an unaccompanied youth regarding the district's decision related to student eligibility, school selection, or enrollment.*

*Date:* \_\_\_\_\_ *Name of person completing form:* \_\_\_\_\_

*Title:* \_\_\_\_\_ *Phone number:* \_\_\_\_\_

*In accordance with the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435), this notification is being provided to either:*

*Name of parent(s)/guardian(s):* \_\_\_\_\_

*Name of unaccompanied student:* \_\_\_\_\_

*School requested:* \_\_\_\_\_

*District's placement decision (name of school):* \_\_\_\_\_

*Action(s) proposed/refused by the district related to eligibility, school selection, or enrollment:*

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

*The district's determination regarding eligibility, school selection, or enrollment was based upon the following evidence and for the following reasons:*

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

*Other options that the district considered, if any, included the following options which were rejected for the following reasons:*

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



**EDUCATION FOR HOMELESS CHILDREN (continued)**

*Factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources, if any:*

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*You have the right to appeal this decision to the district Superintendent. To do so, contact the district's homeless liaison listed below within the next five (5) days to request a Dispute Form. You may provide written or verbal documentation to support your position, and may also seek the assistance of social services, advocates, and/or service providers in the dispute process. The Superintendent or designee will review all the evidence and will notify you of his/her decision within five (5) days.*

*If you are not satisfied with the Superintendent's decision, you may appeal to the Ventura County Office of Education. If you are not satisfied with the county office's decision, you may then appeal to the California Department of Education. The district's homeless liaison can assist you with this appeal.*

**CONTACT INFORMATION:**

*District Liaison: The district liaison is one of the primary contacts between homeless families and school or district staff. He/she is responsible for coordinating services to ensure that homeless students enroll in school and have the opportunity to succeed academically, and mediates enrollment disputes as needed.*

**Contact:**

**Oxnard School District Director of Pupil Services  
1051 South A Street, Oxnard, CA 93030  
805-385-1501 x2161**

*County Liaison: If you appeal the district's decision to the county office of education, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office. The county liaison will review the materials and determine the eligibility, school selection, or enrollment decision within five working days of receiving the materials. He/she will notify you of the decision.*

**EDUCATION FOR HOMELESS CHILDREN (continued)**

**Contact:**

**Cathi Nye, Homeless Education Program Coordinator**  
5189 Verdugo Way  
Camarillo, CA 93012  
(805) 437-1559  
(805) 437-1519  
[cnye@vcoe.org](mailto:cnye@vcoe.org)

**State Coordinator: If you appeal the county office's decision to the California Department of Education, the county homeless liaison shall forward all written documentation and related paperwork to the State Homeless Coordinator. The state coordinator will review the district, county office, and parent/guardian information and will notify you of the decision within ten working days of receiving the materials.**

**Contact:**

**Leanne Wheeler, State Coordinator**  
California Department of Education  
1430 N Street, Suite 6408  
Sacramento, CA 95814  
[homelessED@cde.ca.gov](mailto:homelessED@cde.ca.gov)  
866-856-8214

**RIGHTS:**

**Pending the final resolution of this dispute, including the period of all appeals, the student has the right to immediately enroll in the school requested and to participate fully in school activities at that school.**