

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Interim Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, December 13, 2023

5:00 PM - Open Meeting
5:30 PM - Study Session
7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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Frontier Communications, Channel 37

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

December 13, 2023

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:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.2. Pledge of Allegiance to the Flag

Jorge Mares, Principal, Sierra Linda School, will introduce Ryder Sampson, 5th grade student in Ms. Bakody'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 and Spanish by Dafne Alameda, 5th grade student in Mr. Hurtado's class at Sierra Linda School.

A.4. Presentation by Sierra Linda School

Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.6. Organization of the Board (DeGenna)

Organization of the Board of Trustees for 2023-2024:

Part I:

a. Recognition of Ms. Veronica-Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

Part II

c. Election of Clerk for 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.7. Recess (15 Minutes)

There will be a brief recess for purposes of reorganization.

A.8. Study Session - Presentation of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees receive the December 2023 Semi-Annual Implementation Program Update. The Report will subsequently be placed on the January Board meeting agenda for adoption.

A.9. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Associate Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.10. 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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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
- Public Employee Appointment

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

- Superintendent

A.11. Reconvene to Open Session (7:00 PM)

A.12. 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.

A.13. Schedule of Board Meetings for 2024 (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2024 and make a determination about how many Board meetings are to be held during the 2024 calendar year, and when.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.14. Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (DeGenna)

It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2023 Representative: Trustee Rose Gonzales

2024 Appointee: _____

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.15. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board review the current representative appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and: 1) appoint Monica Madrigal Lopez as the 2024 Board Member Representative, or propose a new representative; and 2) appoint Robin S. Lefkovits as the 2024 Retiree Representative, or propose a new representative.

Board Discussion:

Moved:

Seconded:

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

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

A.16. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Jason Corona, Director, Child Nutrition Services

Section B: PUBLIC COMMENT/HEARINGS

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

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

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

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.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ___, Rodriguez ___, Gonzales ___, Lopez ___, Robles-Solis ___

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

C.1. Request for Approval of Out of State Conference Attendance (DeGenna/Fox)

It is the recommendation of the Interim Superintendent and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve out of state conference attendance for Dr. Ana DeGenna and Dr. Aracely Fox to attend the UnboundEd Standards Institute in Fort Washington, MD, July 15 through July 18, 2024, in the amount not to exceed \$10,000.00 for registration, airfare, ground travel, lodging and meals, to be paid from

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

the General Fund.

C.2. Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

It is the recommendation of the Interim Superintendent and the Director, Special Education, that the Board of Trustees approve out-of-state conference attendance for school psychologists Jessica Delgado, Eric Beadle, Robert Dueñas, Katy Garcia, Patricia Romero, Orlando Agraz, Jorge Cortes, Angelique Pagliano, Tiffany Grande, and Juan Carlos Gutierrez, to attend the 2024 National Association of School Psychologists (NASP) National Conference in New Orleans, LA, February 14 through 17, 2024, in the amount not to exceed \$1,500.00 per person, to be paid out of OSSA Funds.

C.3. Request for Approval of Out of State Conference Attendance (DeGenna/Shea)

It is the recommendation of the Interim Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve out of state conference attendance for Dr. Ana DeGenna and Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Fort Bellevue, WA July 15, 2024, in the amount not to exceed \$2,500.00 per person for registration, airfare, ground travel, lodging and meals, to be paid from the General Fund.

C.4. Annual Williams Settlement Report 2022-23 (Fox/Thomas)

Ventura County Office of Education has completed the Annual Williams Settlement Report for the 2022-2023 fiscal year, determining students have sufficient instructional materials, school facilities are clean, safe, and functional, teachers have proper classroom assignments and certifications, and accuracy of the School Accountability Report Card. The report is required to be shared with the Board of Trustees during a regular Board meeting.

C.5. Certification of Signatures (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and 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. The document will be filed with School Business and Advisory Services at the Ventura County Office of Education.

C.6. Enrollment Report (Mitchell)

District enrollment as of November 30, 2023 was 13,433. This is 673 less than the same time last year.

C.7. Purchase Order/Draft Payment Report #23-05 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-05, as submitted.

C.8. Annual and Five-Year Developer Fee Report (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board accept the Developer Fee Report for 2017-2018 through 2022-2023 fiscal years, as presented.

C.9. Approval of the Oxnard School District 2024-25 School Calendar (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the 2024-25 School Calendar, as presented.

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

C.10. Establishment and Increase of Hours of Positions (Torres/Fuentes)

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

C.11. Personnel Actions (Torres/Fuentes)

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

C.12. Designation of Representative and Alternate to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO) (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board approve the designations of Dr. Natalia Torres, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives to the California Schools Employee Benefits Organization (CSEBO) Board, and Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services and Angelique Pagliano, School Psychologist, as Alternates, to the CSEBO Board as outlined above, via execution of the attached form.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.13. Approval of Overnight Field Trip and Agreement #23-185 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (Fox/Kemp)

It is the recommendation of the Principal, Soria School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #23-185 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, January 9-12, 2024, at no cost to the district.

C.14. Approval of Agreement #23-186 – San Diego County Superintendent of Schools (Fox/Jenks)

It is the recommendation of the Interim Director, Teaching & Learning, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-186 with San Diego County Superintendent of Schools, to provide virtual and in person Professional Development for 7th and 8th grade Spanish middle school teachers centering around Spanish language and content instruction aligned to the 2019 California World Languages Standards, the Spanish Language Arts Common Core Standards, and the California World Languages Framework, December 14, 2023 through June 30, 2024, in the amount not to exceed \$16,000.00, to be paid out of Title III Funds.

C.15. Approval of Agreement #23-198 – Sterling Venue Ventures, LLC (Fox)

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-198 with Sterling Venue Ventures, LLC, for use of the facilities for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies on Thursday, June 13, 2024, in the amount not to Exceed \$6,500.00, to be paid out of the Unrestricted General Fund.

C.16. Approval of Agreement #23-199 – Building Block Entertainment Inc. (Fox/Tapia)

It is the recommendation of the Principal, Driffill School, and the Acting Associate

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

Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-199 with Building Block Entertainment Inc., to provide two performances of “Bye Bye Bully” on Monday, January 29, 2023, for students at Driffill School, in the amount of \$1,095.00, to be paid out of Supplemental Concentration Funds.

C.17. Approval of Agreement #23-200 – Big Brothers Big Sisters of Ventura County (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-200 with Big Brothers Big Sisters of Ventura County, to engage a maximum of 75 at-risk students within the Oxnard School District in BBSVC’s Site-Based Mentor Program, to provide mentoring opportunities that lead to school and life success, improved literacy rates, and improved S.T.E.A.M. and Social Emotional Learning, December 14, 2023 – June 30, 2024, in the amount of \$60,000.00, to be paid out of California Learning Communities for School Success Program (LCSSP) Funds.

C.18. Approval of Agreement #23-201 – School Yard Rap (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-201 with School Yard Rap, to provide live performances that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity for all 20 schools in the Oxnard School District, January 1, 2024 through June 30, 2024, in the amount not to exceed \$130,000.00, to be paid out of Title 1 Funds.

C.19. Approval of Agreement #23-202 – Elemental Hardware, Inc. (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-202 with Elemental Hardware, Inc., to provide an enrichment program via DIY hands-on projects for Oxnard School District students after school, January 1, 2024 through June 30, 2024, in the amount of of \$2,470,000.00, to be paid out of ELOP Funds.

C.20. Approval of Agreement #23-205, Teacher Created Materials (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-205 with Teacher Created Materials, to facilitate English and Spanish workshops centered around supporting TK-2 students with routines, skills that promote regular school attendance, and early literacy skills to help students read on grade level by third grade, February 22, 2024, in the amount not to exceed \$5,500.00, to be paid out of California Learning Communities for School Success Program (LCSSP) Funds.

C.21. Approval of Agreement #23-207 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-207 with Auditory Processing Center of Pasadena, to perform assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department, December 14, 2023 through June 30, 2024, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

C.22. Approval of Field Contract Agreement #23-209 – Mark Albrent Painting Inc. (Mitchell/Miller)

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

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-209 with Mark Albrent Painting Inc., to perform interior painting work at the ELOP Warehouse, in the amount of \$26,980.00, to be paid out of ELOP funds.

C.23. Approval of Agreement #23-210 – Provocative Practice (Fox)

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-210 with Provocative Practice, to provide the district with strategic planning facilitation, design, and support services, January 1, 2024 through June 30, 2025, in the amount of \$235,490.00, to be paid out of Supplemental Concentration Funds.

C.24. Approval of Agreement #23-212 – Efficiency LLC (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-212 with Efficiency LLC, to create a secure database that contains data related to mental health services conducted on school sites, December 14, 2023 through December 31, 2024, in the amount not to exceed \$25,000.00, to be paid out of the Mental Health Service Professional Demonstration Grant.

C.25. Approval of Field Contract Agreement #23-213 – Dial Security (Mitchell/Miller)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-213 with Dial Security, to perform AiPhone Installation at Kamala, McAuliffe & Fremont, in the amount of \$47,776.99, to be paid out of Deferred Maintenance Funds.

C.26. Approval of Agreement #23-218 – Sterling Venue Ventures, LLC (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-218 with Sterling Venue Ventures, LLC, for use of the Oxnard Performing Arts Center Theater for Ballet Nepantla, February 21 & 22, 2024, in the amount not to exceed \$13,000.00, to be paid out of ELOP Funds.

C.27. Approval of Agreement #23-221 – Sterling Venue Ventures, LLC (DeGenna)

It is the recommendation of the Interim Superintendent, that the Board of Trustees approve Agreement #23-221 with Sterling Venue Ventures, LLC, for use of the Oxnard Room at the Oxnard PAC for a Meet and Greet with paraeducators and campus supervisors, January 9, 2024, in the amount not to exceed \$1,750.00, to be paid out of the General Fund.

C.28. Award of Formal Bid #23-01 and Approval of Agreement #23-223 for Roofing Project – ELOP Building (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-01, Roofing Project – ELOP Building, and enter into Agreement #23-223 with Channel Islands Roofing Inc., in the amount of \$356,983.00, to be paid out of ELOP Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.29. Ratification of Amendment #005 to Agreement #17-49 with Arcadis to Provide Additional Architectural and Design Services for the Rose Avenue Elementary School Reconstruction

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

Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #005 to Agreement #17-49 for additional Architectural Services for the Rose Avenue Elementary School Reconstruction Project to incorporate District requested changes to various areas of the campus, in the amount of \$67,438.00, to be paid out of Master Construct and Implementation Funds.

C.30. Ratification of Amendment #1 to Agreement #21-18, CSBA's Practi-Cal Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #21-18 with CSBA's Practi-Cal Inc., to continue supporting the collection and submission of direct service Medi-Cal billing through June 30, 2024, in the amount not to exceed \$46,000.36, to be paid out of LEA Medi-Cal Funds.

C.31. Ratification of Agreement #23-148 – RH Vision Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-148 with RH Vision Services, for providing vision assessment services to a visually impaired student on November 1, 2023, in the amount not to exceed \$3,200.00, to be paid out of Special Education Funds.

C.32. Ratification of Agreement #23-178 – ATX Learning, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-178 with ATX Learning, LLC, to provide temporary supplemental staffing to the Special Education Services Department in the areas of Physical Therapist, Speech Language Pathologist, Special Education Teacher, and Paraeducator, July 1, 2023 through June 30, 2024, in the amount not to exceed \$1,700,500.00, to be paid out of Special Education Funds.

C.33. Ratification of Agreement #23-203 – John Lacques dba/Drumtime (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-203 with Drumtime, to provide extra enrichment for students in the Oxnard School District, December 5, 2023 through June 30, 2024, in the amount of \$108,560.00, to be paid out of ELOP Funds.

C.34. Ratification of Agreement #23-204 – PRIDE Learning Co. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-204 with PRIDE Learning Co., to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department, August 16, 2023 through June 30, 2024, in the amount of \$100,000.00, to be paid out of Special Education Funds.

C.35. Ratification of Agreement #23-206 – Winsor Learning LLC (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-206 with Winsor Learning LLC, to provide two full day trainings on Souda System 1 & 2, October 30, 2023 through June 30, 2024, in the amount not to exceed \$7,600.00, to be paid out of Expanded Opportunity Learning Grant Funds.

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

C.36. Ratification of Agreement #23-208 – Pelletier & Associates Inc. (Torres/Magana)

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-208 with Pelletier & Associates Inc., to provide the Oxnard School District with disability management consultation services, November 1, 2023 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of the General Fund.

C.37. Ratification of Agreement #23-211 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-211 with the Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP's) for students #EA061212, #AR041511, #SR112811, and #IH081410 during the 2023-2024 school year, including Extended School Year, in the amount of \$192,076.94, to be paid out of Special Education Funds.

C.38. Ratification of Agreement #23-214 – n2y, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-214 with n2y, LLC, for providing a one-hour Interactive Webinar for Moderate/Severe Special Education teachers, Behaviorists, and Speech Therapists on December 1, 2023, in the amount not to exceed \$399.00, to be paid out of Special Education Funds.

C.39. Ratification of Agreement #23-217 – CSM (DeGenna/Hubbard)

It is the recommendation of the Chief Information Officer, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-217 with CSM, to provide E-Rate Consulting Services, July 1, 2023 through June 30, 2024, in the amount of \$27,000.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1. Call for Nominations for CSBA's Delegate Assembly (DeGenna)

It is recommended that the Board of Trustees consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.2. Annual Appointment/Re-Appointment of Citizens' Bond Oversight Committee (Mitchell)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees review the current Citizens' Bond Oversight Committee membership and make a determination regarding re-appointing the existing members of the Committee.

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.3. Oxnard School District 2023-2024 First Interim Financial Report (Period Ending October 31, 2023) (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board of Trustees approve the Oxnard School District 2023-2024 First Interim Report (Period Ending October 31, 2023), as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.4. Approval of Speech Language Pathologist Permit Waiver for Olivia Starks for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver for Olivia Starks to serve as a Speech Therapist at Lemonwood School for the 2023-24 school year until the employee passes the CBEST, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.5. Approval of a Speech Language Pathologist Permit Waiver for Shelby Fry for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Speech Language Pathologist Permit Waiver for Shelby Fry to serve as a Speech Language Pathologist at San Miguel for the 2023-24 school year until the employee receives her permit, as presented.

Board Discussion:
Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.6. Approval of New Classification and Job Functions for Mental Health Clinician (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as the recommended hourly salary range of \$37.02-\$45.03 for Mental Health Clinician, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.7. Approval of New Classification and Job Functions for Mental Health Manager (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as the recommended annual salary range of \$109,918 to \$130,589 on the Management Salary Schedule for Mental Health Manager, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- November 15, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, 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. Second Reading and Adoption of Revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition Services that the Board of Trustees adopt revisions to Board Policies BP/AR 3551, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section G: CONCLUSION

G.1. Interim 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. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim 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 8, 2023.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Organization of the Board (DeGenna)

Organization of the Board of Trustees for 2023-2024:

Part I:

a. Recognition of Ms. Veronica-Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Part II

c. Election of Clerk for 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

FISCAL IMPACT:

N/A

RECOMMENDATION:

Organization of the Board of Trustees for 2023-2024:

Part I:

a. Recognition of Ms. Veronica-Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Part II

c. Election of Clerk for 2023-2024

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Recess (15 minutes)

There will be a brief recess for purposes of reorganization.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section A: Study Session

Study Session - Presentation of the December 2023 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Mitchell/CFW)

The December 2023 Report provides the 22nd semi-annual update to the Enhanced Master Construct 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 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last June 2023 six-month update (adopted by the Board in August 2023) and the time of this document’s publishing in December 2023. 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 Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes the integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621. Approximately \$282.7 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments. An additional Program Reserve of \$38.6 million is recommended. The total integrated budget includes \$321.3 million in remaining estimated project improvements to be funded over the proposed remaining phases.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board receive the December 2023 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the first January Board meeting agenda for adoption.

ADDITIONAL MATERIALS:

Attached: [Presentation for Semi-Annual Report June 2023 \(9 pages\)](#)
[December 2023 Semi-Annual Implementation Program Update Report \(57 pages\)](#)



OXNARD SCHOOL DISTRICT

Ventura County

Enhanced Master Construct Program – 22nd Semi-Annual Update

*Board of Trustees Presentation
December 13, 2023*

2163 HARBOR BAY PARKWAY
ALAMEDA, CA 94502
(510) 596-8170

521 NORTH 1st AVENUE
ARCADIA, CA 91006
(626) 829-8300

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

CFW
— INC.

Overview

- The twenty-second semi-annual update to the Enhanced Master Construct Program (Program) is presented this evening for Board consideration
- Major activities completed and undertaken and updates over the last six-month period include:
 - ✓ Continued construction for the Rose Avenue reconstruction project
 - ✓ Procurement of design and construction team members for the reconstruction of Fremont Middle School and the start of design activities
 - ✓ Approval of approximately \$7.7 million in grant application funding for new ECDC facilities at Marina West elementary by the State
 - ✓ Commencement of construction of a new ECDC facility at Driffill Elementary and design of additional ECDC facilities at Rose Avenue and Marina West
- The Enhanced Master Construct Program (Program) as presented to Board in June 2022 will augment the Master Construct and Implementation Program going forward and provide additional 21st Century upgrades planned to classrooms, MPRs, administrative, and library facilities at select school sites
- An integrated master budget sources and uses is presented for consideration

Status of 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
Under Construction - Local and State Funding	
	Rose Avenue Elementary
	New ECDC Facilities at Driffill Elementary
DSA and CDE Approved - Local and State Funding	
	Ritchen Elementary Modernization
	McAuliffe Elementary Modernization
Pending Design and Approval - Local and State Funding	
	New ECDC Facilities at Marina West Elementary and Rose Avenue
	Reconstruction of Fremont Middle School
	Locker room facilities at Lemonwood and Marshall K-8 Schools

Educational Program

- The District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school
- The District continues to expand the opportunities for younger learners to succeed in school by continuing to expand transitional kindergarten (TK) offerings and will require additional Title 5 compliant classrooms
- There is an increased demand for special education and related support services at all school sites and the District will need to revise its educational specifications for projects under design
- In addition, wellness rooms for social health and emotional wellbeing are being implemented where feasible and incorporated into projects in design
- Fremont Middle School will be the first project to address these additional specifications
- Proposition 28 was passed in November 2022 which will direct funds to support fine arts programs at all schools. While most of the money will be spent on teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites
- The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs

State Aid

- To date, the District has garnered approximately \$34.8 million in School Facility Program (SFP) new construction and modernization grant funds for completed projects
- Assuming a 60%(State)/40%(District) matching share, approximately \$6.8 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen elementary schools for consideration
- The District was awarded \$6.9 million in State grants requiring a \$3 million local match for new preschool, TK, and kindergarten facilities at Driffill elementary school
- In addition, the District was awarded \$7.6 million in State grants requiring a \$3.3 million local match for new preschool, TK, and kindergarten facilities at Marina West elementary school
- The District has fully utilized its eligibility for new construction funding until such time as enrollment once again begins to grow
- An additional \$28.6 million in modernization grants is anticipated to be available based on current enrollment for improvements at Curren, Lopez, Brekke, Frank, Ramona, Chavez, Kamala, and Marshall schools
- State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the Office of Public School Construction, State Allocation Board, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds

Master Budget Sources and Uses

- The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board
- Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621
- Approximately \$282.7 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition Certificate of Participation (COP) payments
- An additional Program Reserve of \$38.6 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements
- The total integrated budget includes \$321.3 million in remaining estimated project improvements to be funded over the proposed remaining phases
- The increase in the over sources of funds can be attributed to additional State grants for the Marina West ECDC as well as an increase in the available Developer Fee balance as of October 31, 2023
- The following slides provide a summary of the proposed integrated master budget sources and uses

Proposed Master Budget - Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Subtotal	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Measure "D" - 2016 GO Bond						
Series D (2024)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2028)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
Subtotal	\$0	\$12,100,000	\$24,400,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,861,965	\$5,182,788	\$23,395,174	\$35,439,927	\$35,439,927
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
Subtotal	\$0	\$21,429,701	\$5,182,788	\$23,395,174	\$50,007,663	\$50,007,663
Additional Developer Fees						
10/31/23 Balance	\$0	\$8,555,055	\$0	\$0	\$8,555,055	\$8,555,055
Est. Developer Fee Collections	\$0	\$11,100,000	\$0	\$0	\$11,100,000	\$11,100,000
Subtotal	\$0	\$19,655,055	\$0	\$0	\$19,655,055	\$19,655,055
Total Sources	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

Proposed Master Budget - Uses

- No changes to budget are recommended for the Rose Ave reconstruction project at this time
- It is anticipated that a budget adjustment will need to be considered at the next six-month update to include the work requested by the City of Oxnard
- The budget for the Driffill ECDC decreased to reflect the actual grant amount awarded by the State
- Marina West ECDC and the proposed locker room projects at Lemonwood and Marshall K-8 schools have been added to the Program

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$2,000,000			\$2,000,000	\$43,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$5,958,194		\$1,684,396	\$7,642,396	\$10,887,264
Ritchee K-5	\$3,595,981	\$5,478,414		\$887,727	\$6,366,142	\$9,962,123
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$8,258,770	\$46,799,697		\$55,058,467	\$56,137,745
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026				
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$117,257,369	\$88,568,843	\$76,902,667	\$282,728,879	\$548,049,958
Program Reserve	\$0	\$12,656,156	\$15,213,945	\$10,692,507	\$38,562,608	\$38,562,608
Total Uses	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

Recommendations

- Traditionally, adoption of the semi-annual update is a two-step process
- Tonight the semi-annual update report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the semi-annual update will be considered at the next available January 2024 regular Board meeting



December 2023



Semi-Annual Report to the Board of Trustees

OXNARD
SCHOOL
DISTRICT

ENHANCED MASTER CONSTRUCT PROGRAM





Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

2163 Harbor Bay Parkway
Alameda, CA 94502

521 N. 1st Avenue
Arcadia, CA 91006

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

District Administrators

Dr. Ana DeGenna, Interim Superintendent
Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services
Dr. Natalia Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM SUMMARY

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the 22nd semi-annual update to the Master Construct and Implementation Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees (“Board”) in 2016 with the Enhanced Master Construct Program (“Program”) adopted by the Board in June 2022. It reflects the status of the Program since the last June 2023 six-month update adopted by the Board in August 2023. 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. Moving forward, updates to this report will be referred collectively as the Enhanced Master Construct Program.

The District is in its third year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. The goal is to create a more intellectually challenging curriculum by integrating the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. In addition, the District continues to expand opportunities for younger learners to succeed in school by offering transitional kindergarten (TK) to all four-year-old children with full implementation in the 2024-25 school year. The District is also interested in establishing and expanding a Community Schools program that will require additional facility space at selected sites in which agencies can offer services to the families and students at the school site. The passage of Proposition 28 in November 2022 will also impact the Program by directing funds to support fine arts programs at all schools and while most of the money will be spent on teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites.

The 21st Century specifications adopted by the Board and the classrooms and support facilities designed and built support the instructional shifts that are being required to implement these programs. Since 2014, the District has been an early leader in the expansion of Title 5 compliant transitional kindergarten (TK), kindergarten (K) and “kinder flex” facilities, including Early Childhood Development Centers (ECDC). Local specifications have also promoted the design of specialty spaces in support of CCSS and NGSS facility requirements (e.g. science and performing arts labs, piano labs, et.). The District has also been supportive of creating community spaces wherever possible at its school sites. The projects approved by the Board under the Enhanced Master Construct Program have been successful in securing local and state funding

for additional classrooms and facilities in support of the implementation of the above educational initiatives.

The Program has led to the design of eight new 21ST Century schools, the construction of 6 such schools to date with the completion of the seventh school expected January 2024. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC) with two additional in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program has identified projects to be undertaken over the remaining three phases for the plan of improvement. Ritchen, Ramona, McAuliffe, and Brekke K-5 schools have been identified as in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Additional TK/K/SDC and ECDC facilities are required to house district students and meet state standards.

The Rose Avenue reconstruction project is currently scheduled to be completed in February 2024 pending a final offsite permit from the City of Oxnard. Coordination between the current Rose Avenue reconstruction project and the proposed design of the ECDC project at Rose Avenue is underway. Flewelling Moody was approved by the Board on October 18, 2023 as the architect of record for the Rose ECDC project.

SVA Architects was approved by the Board of Trustees as the Architect of Record on October 4, 2023 for the Fremont project. Viola Inc was approved by the Board of Trustees for Preconstruction Services for Fremont as well. A preliminary schedule has been established with a targeted DSA approval date of December 2024.

ECDC facilities are being constructed at Driffill, Rose Avenue, and Marina West campuses. The new ECDC facility at Driffill started construction in November of 2023 with anticipated completion in October of 2024. Design and planning activities are underway for the ECDC facilities at Rose Avenue and Marina West. The District is also proposing the construction of modular locker rooms at Lemonwood and Marshall K-8 schools to better support the PE program.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately \$282.7 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$38.6million is recommended to accommodate

unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to Enhanced Master Construct 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

The District continues to move forward with the implementation of the Strategic Design, Oxnard Empowers, adopted by the Board in December 2022 that aligns all District initiatives with the goal of improving student performance and matriculating students who demonstrate mastery of the skills to be an innovator, problem solver, achiever, collaborator, digital learner, and focused on the future. Oxnard Empowers outlines goals and recommends actions to achieve the goals within five domains to improve student learning and achievement. The District desires to create a more intellectually challenging curriculum and environment for students in TK-8th grades by integrating the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. To successfully master the curriculum, students must engage in 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaboration through the creation of projects that call for the integration of the CCSS and the NGSS.

The District created a middle school task force to review the programs offered and the instructional strategies used at each of the middle schools. The task force used the 12 components from Taking Center Stage as a self-assessment tool. Subsequent to the formation of the task force, the District began working with California Education Partners to begin looking at the misalignment of the instructional practices, curriculum and assessments that have led to lack of achievement within the middle school population. In 2013, the middle schools adopted academies to provide a vehicle or area of interest to integrate the CCSS and NGSS into the curriculum with the addition of selected elective programs at each of the middle schools related to their academy. Frank is the Academy of Marine Science and Engineering, Fremont is the Academy of Environmental Sciences and Innovative Design, and Lopez is the Academy of Arts and Sciences. The schools have had varying degrees of success in the development of their Academy programs. Fremont continues to explore elective classes to fully develop their academy.

In addition, there has been a greater demand throughout the District for specialized programs. The Special Education program in the District has grown over the last few years. Currently, approximately 20% of the students in the District are in the Special Education program. Classrooms and support program space for children in these programs will require modifications to the educational specifications as outlined in subsequent sections of this report.

The District continues to expand the opportunities for younger learners to succeed in school by offering transitional kindergarten (TK) to all four-year-old children with full implementation in the 2024-25 school year. The expansion of this program will require additional Title 5 compliant classrooms.

The District has been successful in securing funding for additional classrooms and continues to seek additional funding opportunities.

2.1 CURRICULUM AND INSTRUCTION

In December 2022, the District adopted a Strategic Plan titled “Oxnard EMPOWERS” which defines the mission and goals of the District. The strategic goals and recommendations for action fall under five domains:

1.0 Student Academic Engagement and Achievement

2.0 Learning Environment and School Climate

3.0 Guidance and Support to Sites and District Departments

4.0 Family/Community Alliances for Student Success

5.0 Transformational Leadership and Infrastructure

The District outlined actions under each of these domains and is now in the process of prioritizing the actions for implementation. All actions in Strategic Design are taken to improve student achievement and learning and to empower students to become proficient in the seven attributes described in the Student Profile, innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future. A student must demonstrate proficiency in these seven attributes when matriculating to high school.

One of the District’s actions to accelerate student achievement is to monitor the implementation of eight essential pedagogical principles supporting high intellectual performance for every group of students. Of these eight essential pedagogical principles, engaging students actively in the learning process, amplifying student voice and choice, eliciting high intellectual performances, and creating environments of enrichment that activate and engage students’ multilingual repertoires are priorities for the District. In addition, establishing opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as a part of the core curriculum is another priority. In addition, the District desires for students to develop sufficient technological competency to use technology effectively to learn, create, innovate, and communicate across content areas and disciplines. To achieve this, the District will ensure the consistent use of technology as a tool to support student learning across content areas and ensure the use of technology for high order level of learning that includes research, project-based learning and curriculum-driven projects.

The continued implementation of the District’s Enhanced Master Construct Program falls under domain 2.0 Learning Environments and School Climate of the Strategic Plan. The District desires to transform school campuses into up to date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among staff, students, and families and communicate clear behavioral expectations for student and staff. The District desires to develop a leadership and

accountability strategy to empower students to keep campuses clean and have them take ownership and responsibility for this.

It is necessary for the classroom environment to be designed to support these educational shifts. Twenty-first Century classrooms that are designed provide the learning environments needed to support instruction and curriculum that provide enrichment opportunities that activate and engage students. These environments provide the technology to support the teacher and students as they learn, create, innovate, and communicate across content areas and disciplines. In addition, students can engage in high order level of learning that includes research, project-based learning and curriculum-driven projects using the technology and 21st Century amenities found in the classrooms. These 21st Century classrooms are designed for Goal 1.3.4 to “promote and support the incorporation of interactive, hands-on, collaborative, and joyful learning that builds student passions interest, and expertise”. The District desires to phase out the use of passive learning approaches and provide environments that actively engage students in their learning.

School libraries support the educational program in the District. Oxnard EMPOWERS calls for school libraries to be inviting and encourage students to seek information and knowledge and share it with others. In the newly built schools, 21st Century libraries have been implemented that include soft seating, movable bookshelves, and maker’s spaces. The District will continue to improve its libraries as it builds new schools and modernizes schools in the future.

The District will continue to develop the academies adopted in 2013 at the middle schools as a part of the Strategic Design. Frank is the Academy of Marine Science and Engineering, Fremont is the Academy of Environmental Sciences and Innovative Design, and Lopez is the Academy of Arts and Sciences. The District desires for middle school schedules need to be developed to make it possible for all students to take electives. The elective classes require classrooms designed to meet the specific purpose of the elective class. These elective classes are determined based on the Academy at the middle schools.

To strengthen instruction and student engagement, establishing opportunities for all students to participate in comprehensive and coherent visual/performing arts (VAPA) learning as a part of the core curriculum is another priority of the District. Proposition 28 was passed in November 2022 and will provide direct funds to support the VAPA programs. While most of the money will be invested in teachers and equipment, additional facility space will likely be needed for the full implementation of the program at school sites which will require repurposing existing spaces or building new VAPA classrooms.

2.1.1 MIDDLE SCHOOLS

The District created a middle school task force to review the programs offered and the instructional strategies used at each of the middle schools. The task force used the 12 components from Taking Center Stage as a self-assessment tool. Subsequent to the formation of the task force, the District began working with California Education Partners to begin looking at the misalignment of the instructional practices, curriculum and assessments that have led to a lack of student performance at all three middle schools. In addition, Fremont Middle was designated as a program improvement school which required the creation of an improvement plan to be published by November 2023. The Improvement plan will contain an

analysis of the school and recommendations for improvement. The focus of the improvements will likely be in English language arts and math and the creation of Common Core State Standards (CCSS) assessments.

To date, the District has had varying success in developing the academies at the middle schools. Frank is the Academy of Marine Science and Engineering and has developed elective classes in engineering and robotics as well as integrated marine science courses into the science curriculum. Lopez is the Academy of Arts and Sciences. They have developed music programs, piano keyboarding classes, drama and arts programs and integrated the arts into the science program. Fremont continues to explore additional elective classes and programs to fully develop the Academy of Environmental Sciences and Innovative Design. To further develop the academies at each of the sites, elective program offerings for students will need to be increased as well as the integration of the CCSS and NGSS into the curriculum. The goal for the academy elective classes is to engage students in their learning by using 21st Century skills such as problem solving, analyzing problems and solutions, working collaboratively, and communicating effectively.

2.2 SPECIAL EDUCATION PROGRAM

The Special Education program in the District has grown over the past few years. Approximately 20% of the children in the District are on an Individualized Educational Plan (IEP). The increase in students needing specialized instruction has created a greater demand for additional services to be housed at the school sites resulting in the need for additional instructional spaces, administrative offices, and specialized learning environments.

The RSP program typically serves children who are in general education classrooms and come into the RSP program once or twice a day for specialized services usually in reading and math. This is the same with children who require Speech Therapy services; they usually meet with the speech therapist two or three times a week for services although some students may meet with the speech therapist daily. There are two main types of Special Day Classes (SDC): the SDC Mild to Moderate (SDC M/M) program and the SDC Moderate to Severe (SDC M/S). Students in both of these programs receive services within a classroom environment for most of the school day. The classroom environments for these two programs vary depending on the handicapping conditions. For students in the SDC M/M program, the environment is typically a classroom that is similar to their general education peers but with a reduced student capacity assigned to the room. Children in the SDC M/S program may require a classroom with special features depending on the handicapping condition. Some of the programs require a general purpose classroom with fewer students assigned to the room. Other SDC M/S classrooms require a restroom accessible from the classroom with a shower or changing table. Other SDC M/S classrooms require amplification systems if serving the Deaf and Hard of Hearing students.

Additional support spaces are needed for some of the special education programs. An Occupational Therapy (OT) room may be needed. The Occupational Therapy (OT) room is also referred to as a Motor Room and is used to help students with basic motor skills and everyday functionality skills. The room is an open area of at least 480 square feet with the necessary furniture and equipment to provide the mobility

skills training necessary for the students who require these skills. The equipment includes such items as chairs, balance beams, scooter boards, floor mats, and small pieces of equipment such as exercise balls, sensory equipment, and kitchen aides. There is typically a markerboard on the wall for instruction.

Another support space that may be needed for students who are in the therapeutic learning class (TLC) and have severe emotional disturbances is a Therapy Room. This room is also referred to as the De-escalation Room or Calming Room. At times these students need a place to de-escalate their behavior or need a place to calm down. This room is typically a full-size room with a large open space. There are no special amenities such as monitors although the room should have Wi-Fi. This room should have only one entry point. The door hardware should not be a push bar. The room has soft lighting and soft colors on the walls. The furniture is soft seating such as bean bag chairs. It is important that the furniture have no detachable pieces that can be thrown.

In addition to the Special Education classrooms needed, the District desires to have Wellness Rooms at each of the school sites to meet the emotional needs of students. This room is not technically a Special Education room and is a place where students can go when they are feeling overwhelmed or in need of a quiet space or a place to connect with others. There is often one or two counselors or other adult in the room that is available to talk with the students if needed or desired. The room feels quiet and calming when you enter with soft lighting and comfortable soft seating arranged in conversation areas. There are three main areas that are often defined by a throw rug, an area to relax and converse with others, a homework area, and an area to meet with a counselor. There are generally two or three conversation areas in the room. There are two or three tables with chairs that seat six people located throughout the room. These tables and seating are of varying heights. Students can work with other students at these tables or receive help with schoolwork if needed. There are two mobile bookcases that hold materials and supplies. There is generally one desk and chair at which an adult can work. The room is often a former classroom.

The expansion of the Special Education program and desire to have a Wellness Rooms at each school site will require a modification to the Educational Specification for schools. The first school this will impact is Fremont with Lopez to immediately follow.

2.3 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The District continues to expand the Transitional Kindergarten (TK) program to create greater equity in opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. The District desires that the TK classrooms are placed at each school so that students can matriculate through the grade levels at that school. However, the TK-8 schools have become impacted and need to reduce their overall enrollment to the adopted educational specification of 900 students per site. This requires the District to move TK students to other sites that can accommodate these increases in TK enrollments. The District is looking at leveling the student enrollment at the schools across the District and if is successful, then TK students may be placed at the K-8 schools in the future.

In order to accommodate the demand for TK instruction, the District will need to continue to add classrooms that meet the Title 5 requirements of 1,350 square feet with a student restroom accessible from the classrooms as well as a storage/workroom. Until such time as the District has enough Title 5 compliant classrooms on each school site, the District will continue to cluster the TK students at various school sites throughout the District.

As part of the Enhanced Master Construct Program, The District has constructed 77 classrooms meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms with some of these classrooms designed to also accommodate Title 22 requirements for housing preschool children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood. At this time, approximately 53 of these classrooms are required to house the current kindergarten enrollment and 19 classes are required to house the TK students for a total of 72 classes. Of the 77 classrooms in the District that meet the Title 5 requirements, some are needed for SDC students as well as the preschool students. For full implementation of the TK program, the District will need approximately 34 additional Title 5 classrooms. Construction will begin in the fall on ten new Title 5 classrooms at Drifill. Of these, four will be used for preschool. In the fall of 2024, the District will have a total of 83 TK, K and SDC severe rooms Title 5 classrooms. Twenty-three additional Title 5 classrooms will be needed for full implementation of the TK program. The District's SDC severe programs will also require the reconfiguration of existing classrooms or the construction of additional classrooms.

Marina West was recently awarded four preschool classrooms, four TK classrooms, and two additional K classrooms in September 2024. These 10 new Title 5 compliant classrooms are in the design phase with the anticipated construction to be completed by fall 2024. A new Early Childhood Development Center (ECDC) is being designed and will be constructed at Rose Avenue. Three current K classrooms will be converted into preschool classrooms and three new preschool classrooms will be constructed on the site for a total of six ECDC classrooms. It is anticipated that these classrooms will be ready for classroom use in the fall of 2024. The preschool classrooms will need to meet the licensing requirements to Title 22 standards and obtain licensing prior to operating the programs. The State's licensing requirements, a preschool facility must be Title 5 compliant, provide a minimum of 1,350 square feet, and conform to Title 22 of the California Code of Regulations that includes 75 square feet per child of outdoor activity area, a shaded rest area, and a four-foot fence enclosing the outdoor area. The play area may not be shared with other age groups unless a waiver is obtained from the State. Indoors, a minimum of 35 square feet per child of activity space must be available based on the total licensed capacity with individual storage space for each child, a restroom facility for every 15 children, and a separate restroom facility for teachers, staff, or ill children. A drinking fountain must also be installed inside and outside for child use. These standards are to be integrated within in the proposed specifications of Title 5 classrooms with 21st Century Learning Environments for TK/K facilities, expanding the potential use of "flex-classrooms" district wide to better accommodate fluctuations in program and enrollment requirements over time. It is anticipated that in the fall of 2025, the District will add twelve new TK/K classrooms to the total inventory of Title 5 compliant classrooms.

2.4 CONSIDERATIONS FOR MOVING FORWARD

As the District continues to move forward with the implementation of the Strategic Design and the alignment of the District programs, a continual review of the adopted facility specification for 21st Century classrooms will be needed. The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others. As elective classes are implemented and the VAPA programs are integrated into the core educational program, facilities may need to be reconfigured or built to meet these needs.

Oxnard EMPOWERS calls for school libraries to be inviting and encourage students to seek and share information. In the newly built schools, 21st Century libraries have been implemented that include soft seating, movable bookshelves and maker's spaces. The District will continue to improve its libraries as it builds new schools and modernizes schools in the future. As schools are modernized over time, 21st Century Library Media Centers will be implemented at the sites.

Fremont Middle School is in design. Two academy rooms are in the design but need to have specific courses and curriculum determined in order to ensure the designs of these rooms meet the educational needs of the program for the Environmental Services and Innovative Design Academy. The specific curriculum taught in these classrooms will inform the design of the new classrooms and the furniture, fixtures and equipment needed for full implementation of the program.

The Board desires to have a Wellness Room at each school site. This room is a place where students can go when they need additional support. Often a counselor is available to meet with students as needed. Additional spaces at each of the school sites will need to be identified for this program.

In addition, the District continues to be interested in establishing and expanding the Community Schools program. Community Schools partner with community agencies and local government to align community resources to improve student outcomes through wrap-around services that support the "Whole-Child". The local educational agency and schools work closely with teachers, students, and families in a Community Schools Program. Additional facility space will be needed at the selected sites in which agencies can offer services to families and students at the school site.

The expansion of the Special Education program and desire to have a Wellness Rooms at each school site will require a modification to the Educational Specification for schools. The first school this will impact is Fremont with Lopez to immediately follow. Additional modifications will need to be considered to the TK-5 and TK-8 Educational Specifications to meet the needs of the Special Education programs in the future.

FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. To date, the Program continues to be subject to Board review and adjustment as needed on a semi-annual basis. The Program is also subject to annual independent financial audits from District auditors and from the various independent citizen’s oversight committees as to actual and planned program expenditures. To date, there have been no negative findings from the District’s auditors or oversight committees as to the positive performance of the program.

During this period, the facilities component of the Master Construct Program has led to the design of eight new schools, the construction of six schools to date with the completion of the seventh school expected in 2024. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC) with a third in construction, two additional ECDC’s in the design process, the acquisition of two school sites, and the design and approval of McAuliff and Ritchen elementary schools for modernization. It has also provided for the construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Brekke, McAuliffe, Ritchen, and Ramona schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Design and procurement process for design for these schools shall begin in the first quarter of 2024. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Fremont is in the design development phase and Lopez will begin architect selection in 2024. Additional TK/K/SDC and ECDC facilities are needed to fully meet the District’s enrollment and state standards.

The following section provides an update of projects that have been completed, projects under way, and a summary of projects remaining to be undertaken in future phases. These components are then carried

over for further consideration in the Master Budget, Schedule and Timeline recommendations in Section 5 of this report.

3.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools and the initial deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school. Five new 21st Century schools were constructed at Harrington, Elm, Driffill, Lemonwood, and McKinna to replace the prior obsolete facilities. A new 12 classroom building serving grades 6-8 was completed at the prior Marshall elementary school to create the newest K-8 school. New TK/K/SDC “flex” classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as ECDC facilities at Lemonwood and Harrington elementary schools with additional facilities under design for Driffill. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K-5 elementary school and the Ritchen and McAuliffe school modernization improvements have been achieved. Funding for the projects to date has been from various sources, Measure R, Measure D, developer fees, and State grant funding.

3.2 PROJECTS UNDERWAY

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

New facilities under construction for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. During the initial phase, the new campus buildings are being built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021.

As of the end of November 2023, construction work is nearing completion with the “punch list” being developed by CFW and the design team. The project team is anticipating substantial completion to be achieved in February 2024. Fire alarm & security systems programming is ongoing as well as IT and AV scopes. Offsite utility work is in progress with a pending offsite utility permit from the City of Oxnard with fire line work to commence thereafter. The project is proceeding with construction utilizing existing local funds on hand. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time.



Rose Avenue Elementary School Construction Progress

3.2.2 FREMONT MIDDLE SCHOOL

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Program. The reconstruction strategy proposes to rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. A conceptual site plan has been previously presented to the Board for consideration and is the basis for the latest proposed new Fremont campus. There is a proposed phased build-out of the school to incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. Likewise, only four science labs instead of the specified six would be constructed to meet the proposed enrollment. The layout of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district's adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance

to the new facility leaving room for school and community use of the reconfigured play fields. An allowance for offsite improvements is also provided.

Under the direction of the Board of Trustees, CFW has moved forward with this project at Fremont Middle School. On October 4, 2023, the Oxnard School District Board of Trustees officially approved the architectural services agreement with SVA architects for the Fremont Middle School Reconstruction Project. SVA has presented a project design schedule with final DSA submittal currently scheduled for 7/12/2024. Construction is currently anticipated to begin 3/7/2025 and continue through 10/30/2026.

An RFQ/P was released, advertised and published for the lease-leaseback contractor. This will allow the contractor to participate in the design phase of the project. Proposals were received on June 2, 2023. Viola Inc. has been recommended as the Lease Lease-back contractor for preconstruction services to be presented to the Board of Trustees on October 18 for approval. CFW is in the procurement process of all professional services including, CEQA, survey, geotechnical, and hazmat for the project to assist with the preliminary architectural design process. The lease-leaseback agent adds their expertise and brings their expertise and experience to the design team with the estimation of costs, approach to construction and value engineering. This approach has proven successful in the past and beneficial to the Board in the design and construction of the District's previous replacement schools.

3.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District's vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE. Based on the Enhanced Master Construct Plan, the Board approved "all in" budget for the McAuliffe project is approximately \$7.6 million. No budget adjustments are recommended at this time.

The project design documents were approved by DSA on April 19, 2021. The District must commence construction activities prior to April 19, 2025; otherwise, the District will be required to resubmit the project to the DSA for a updated code compliance review which may result additional DSA requirements and a corresponding increase in project cost. The District has begun the process of developing an interim housing and phasing plan to accommodate construction efforts while attempting to minimize the impact on students and staff to meet this schedule. The project design documents have been approved by DSA, with professional services being procured to allow construction to begin June 2024 with the use of local funds. If construction begins prior to the State's review of the District's modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval. Based on the Enhanced Master Construct Plan, the Board approved “all in” budget for the Ritchen project is approximately \$6.4 million. No budget adjustments are recommended at this time. The project is currently awaiting State funding from OPSC and a local match for any shortfall or “Hardship” funding if eligibility is maintained in order to proceed.

The project design documents were approved by DSA on March 25, 2021. The District must commence construction activities prior to March 25, 2025; otherwise, the District will be required to resubmit the project to the DSA for a updated code compliance review which may result additional DSA requirements and a corresponding increase in project cost. The District has begun the process of developing an interim housing and phasing plan to accommodate construction efforts while attempting to minimize the impact on students and staff to meet this schedule. The project design documents have been approved by DSA, with professional services to be procured in fall 2024 to allow construction to begin in 2025 with the use of local funds. If construction begins prior to the State’s review of the District’s modernization application, the District will modify its application to seek reimbursement for the project on a 60/40 basis.

3.2.5 DRIFILL ECDC

Based on a review of enrollment and existing classrooms, applications for funding were submitted to the State for Driffill in April 2022 and approved for ten new classrooms in October 2023. The approved application included four classrooms for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground would also be constructed in the center of the classrooms. The project design documents were approved by DSA in August of 2023. Viola Inc. was selected as the lease-lease back contractor, with the Guaranteed Maximum Price (GMP) contract amendment approved at the October 18 Board meeting. Construction began in November 2023.

3.2.6 ROSE AVENUE ECDC

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated with three new Title 5 classrooms to establish the new ECDC facility. The existing play area will be upgraded similar to the option utilized for the creation of

the Harrington ECDC and would be improved or maintained as required to serve the needs of these students.

The architectural firm has been approved with coordination between the current construction project and this new ECDC project underway. The complex will be designed to accommodate both Title 5 and Title 22 uses in order to provide the District with flexibility as enrollment demands vary over time.

3.2.7 MARINA WEST AVENUE ECDC

A total of 10 Title 5 and Title 22 PS/TK/K classrooms, including 2 K, 4 TK and 4 PS classrooms. The State Allocation Board (SAB) approved the District's grant apportionment on September 27 to construct a total of 10 Title 5 and Title 22 PS/TK/K classrooms, including 2 K, 4 TK and 4 PS classrooms at the Marina West Elementary School site. The total State grant is \$7.65 million which will require a \$3.28 million District match, for a total project cost of \$10.93 million. The Board and District will have 12 months to select a design and construction team to complete and obtain DSA and CDE plan approval. Thereafter, the District will have 12 months to complete construction. The Architect of Record, Flewelling Moody, was approved by the Board of Trustees on October 18, 2023. The process is like that undertaken for the award, approval and construction of the Driffill ECDC center currently underway.

3.2.9 LEMONWOOD & MARSHALL K-8 LOCKER ROOM PROJECT

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District now desires to provide dedicated modular facilities at each site to better serve the students and PE program. It is proposed that new modular buildings be placed at each site to include changing rooms, storage lockers, supervision areas and PE offices. A total project budget of \$4.0 million is proposed with an initial project completion date of August 2024.

3.2.5 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

Dr. Manuel M. Lopez Academy of Arts and Sciences (Lopez) was originally built in 1954 and after nearly 70 years of service has been deemed to need replacement by previous reviews and considerations by the Board. A reconstruction strategy for Lopez is proposed that would include the construction of a new smaller 750 student grade 6-8 facility at the existing school site. Upon completion of the new facilities, the existing school would be demolished, and playfields and hardcourt areas would be constructed in its place. Efforts would be undertaken to construct the buildings in one phase, if possible, and to stagger the completion and use of reconfigured parking and field/hardcourts areas as needed through completion of the construction and demolition of the project. The new reconstructed school would be built based on a revised 6-8 educational specifications that provides all the support facilities for a K-8 school but limits its classroom enrollment to 750 students and its MPR to 8,025 square feet.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students including 24 general purpose classrooms (includes 1 intervention room and 3 special education/RSP rooms), 1 piano lab, and 3 additional special education classrooms all of which would contain 960 square feet each. Four science labs and an art lab of 1200 square feet would be provided, plus a band/orchestra room of 1500 square feet. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the District’s adopted Educational Specifications for a 6-8 school. Multipurpose facilities utilizing the District’s adopted Educational Specifications for a K-8 school of 8,075 square feet and a lunch shelter area of 2,800 square feet would be provided as well as student and staff restrooms as required by code. Parking and student pick-up/drop off areas would also be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use. An allowance for offsite improvements is also provided.

Procurement is anticipated to begin January 2024. Like Fremont, this will require the selection of a design and construction team. Requests for proposals will be solicited from qualified professionals and construction firms for the selection of an architect of record and a contractor. A similar “re-use” of plans approach will be considered, and a successful team of architects and proposed plan design will be presented for Board consideration, site visits and approval. Upon selection and approval by the Board, a team will begin design in the second quarter of 2024.

3.3 PROJECTS REMAINING TO BE UNDERTAKEN

Based on Board approval of the Enhanced Master Construct Plan, the following projects are proposed to be undertaken pursuant to the Master Schedule, Budget and Sequencing provided in Section 5 of this report.

3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21st Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker’s room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of 2 existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21st Century upgrades to furnishings and improvements to the lobby and reception area. Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29

classrooms upon modernization of which 3 are proposed for kindergarten classrooms and 3 for TK. The design process is anticipated to begin the first quarter of 2024.

3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for 21st Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker’s space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21st century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including 3 kindergarten classrooms and 2 TK. The design process is anticipated to begin the first quarter of 2024.

3.3.3 DRIFFILL K-8 SCHOOL

As one of the newest P2P schools, Driffill needs limited improvements to accommodate K-8 District specifications for 21st Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district’s vision and specification for 21st Century classrooms for K-8 schools. The 2 science labs were previously improved in 2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room #1 to increase the total square footage to accommodate 21st Century specifications for a Library Media Center. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities is proposed as a separate project on the site.

3.3.3 CHAVEZ K-8 SCHOOL

Based on the limited site area and the need to preserve the built environment, Chavez would best function with a smaller student body and site plan that could best maximize the opportunities to comply with the district’s 21st Century specifications. It is recommended that Chavez enrollment be capped at 750 TK/K-8 students in 31 permanent classrooms (8 less than the current number). Four older permanent classrooms

and 2 P.E. changing rooms that have outlived their useful life are to be removed. Five existing classrooms are to be repurposed and combined to provide 3 Title 5 compliant TK classrooms. The 26 remaining classrooms (including the 4 Title 5 K classrooms and an intervention room) and library are proposed to receive 21st Century upgrades to comply with the District’s vision and specifications. The 2 existing science labs were previously upgraded in 2014. The construction of a new 8,075 square foot MPR building to include a commercial kitchen, serving/presentation space, changing rooms, restrooms, PE offices, and custodial facilities is also proposed. The existing MPR is to remain and be dedicated to community events and student performances. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional recommended site improvements include installation of security cameras and an allowance for offsite improvements.

3.3.4 KAMALA K-8 SCHOOL

Thirty-five permanent classrooms (including 1 intervention room) are proposed to receive 21st Century upgrades. Two existing science labs were previously upgraded as part of the original conversion of the site to a K-8 facility in 2014. A new 8,075 square foot MPR/Gymnasium building is proposed to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities. Upon completion of the new MPR/Gym, a reconfiguration of the existing MPR building into the administrative space to district specifications is proposed. The existing administration is proposed to be repurposed into support spaces. Two existing general-purpose classrooms are to be combined onto the library to include a storage room, a reading area, textbook storage, a small breakout room, and a tech work/storage room as identified in the adopted educational specifications. Additional recommended site improvements include roofing and HVAC system, as needed, improved parking/drop off, installation of security cameras, removal of all portables, and an allowance for offsite improvements.

3.3.5 CURREN K-8 SCHOOL

Thirty-eight permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district’s vision and specification for 21st Century classrooms. The 2 science labs were previously improved in 2014. The construction of a new 8,075 square foot MPR/Gym building to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities is proposed. Upon completion of the new MPR/Gym, the reconfiguration of the existing MPR building into a library is proposed. The existing library facility is proposed to be converted into a staff lounge. The demolition and construction of a new administration building is also proposed. Additional recommended site improvements include roofing and HVAC upgrades, as needed, installation of security cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

3.3.6 MARSHALL K-8 SCHOOL

The original existing facilities at Marshall need upgrade, plus the repurposing of certain facilities at the Tk/K-5 level. One existing classroom (Room 602) and its attached three preparation rooms is proposed to be repurposed into a Title 5 compliant TK classroom with its own student restroom and teacher work

area. The twenty-five permanent rooms (including 8 SDC, 1 Intervention, and 2 support/RSP) are proposed to receive 21st Century classroom upgrades. The library/media is proposed to get 21st Century furniture, fixtures, and equipment upgrades. The administrative space is proposed to receive 21st Century furnishings and a monitor to promote school activities. An allowance is provided for security and roofing improvements, as needed. At completion, the total permanent classroom count at Marshall would remain at 38 classrooms, consistent with the District’s educational specifications for K-8 facilities.

3.3.7 SORIA K-8 SCHOOL

As one of the newer schools in the District, Soria Elementary needs limited upgrades to accommodate district K-8 specifications for 21st Century environments. Thirty-seven permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades limited to the addition of markerboards where necessary, modern and flexible student desks and chairs, and three broadband-connected high-definition video displays to each classroom. TK facilities will continue to be provided at other school site locations. Where applicable, the removal of existing teaching walls, technology counters, and smart boards would be required to accommodate 21st Century improvements. No improvements are proposed to the library, administration, and MPR facilities.

3.3.8 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21st Century library/media center is proposed to support 21st Century improvements. Both music rooms are to receive 21st Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21st Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

- General Purpose – 26
- Science Lab/Academy -6
- Engineering Robotics – 2
- SDC – 6
- Intervention – 1
- Band – 2
- Art – 1

The administrative offices would receive 21st Century furnishings and a monitor to promote school activities. Additional site improvements include roofing and HVAC upgrades, installation of security cameras, and removal of portables.

PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Three major sources are considered: the State School Facilities Program (SFP), general obligation (G.O.) bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfront the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local GO bond measures in support of the Master Construct Program at substantially high rates of local voter approval in 2012, 2016, and 2022.

4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California (State) 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 for OPSC programs is provided periodically by voter approved state-wide ballot measures and/or by direct general fund appropriations as authorized by the legislature and approved by the governor. The disbursement of funds is allocated 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. To receive State grants, a district is required to match the grant portion from available district funds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a financial hardship review (Financial Hardship) and approval by the OPSC and the SAB, subject to additional constraints and requirements.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Received applications after September 12, 2018, for new construction and after March 1, 2019 for modernization are now being 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. To qualify for this waiting list for State funds, districts are required to adopt a Board resolution acknowledging the shortfall and the application’s inclusion under the “Applications Received Beyond Bond Authority List.”

In May 2022, Governor Newsom released the May Revision of the 2022-23 State of California (State) budget for K-12 education allocating additional funds to the SFP. The State’s historic revenue surplus presented an opportunity for the State to further support K-12 education on one-time programs and services. The May Revision included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. The May Revision also includes approximately \$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. This is anticipated to be applied against the “Applications Received Beyond Bond Authority” waiting list allowing most of these to anticipate funding in the years ahead.

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.

4.1.1 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 2023 pupil grant is currently \$6,086 for elementary grades and \$6,436 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive costs 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.

Table 1 provides a summary of the SFP modernization grants received to date with the implementation of the Program totaling approximately \$3.9 million. These grants were received as reimbursement

modernization grants from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Program.

Table 1: Estimated Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Fremont	57/72538-00-026	131	8	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
4 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
5 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Total		572	8	\$3,287,152	\$636,427	\$3,923,579

Table 2 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2022-23 school site enrollment and the 2023 per pupil grants. During Phase 1 scheduling of eligible projects for the FY2022-26 period, the District may be eligible for approximately \$29 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$19.3 million would be required by the District to access these grants. Future eligibility of approximately \$17 million is estimated to be available through Phase 2 for the period 2027-2030, requiring a then local match amount of approximately \$11.4 million. In total, approximately \$46 million in modernization grant eligibility is anticipated based on maintaining current enrollment at the eligible school sites. Future declines in enrollment will result in a decrease in total grant amounts.

Table 2: Estimated Modernization Eligibility by Phase

School	FY2022-23 Enroll	Pupil Grant	Phase 1 (2023-2026)	Phase 2 (2027-2030)	Total Grant (60%)
1 Harrington	538	\$6,086	\$0	\$0	\$0
2 Elm	483	\$6,086	\$0	\$0	\$0
3 McKinna	590	\$6,086	\$0	\$0	\$0
4 Rose Avenue	497	\$6,086	\$456,450	\$0	\$456,450
5 Brekke	590	\$6,086	\$3,359,472	\$0	\$3,359,472
6 McAuliffe	510	\$6,086	\$3,103,860	\$0	\$3,103,860
7 Ritchen	504	\$6,086	\$2,988,226	\$0	\$2,988,226
8 Ramona	579	\$6,086	\$3,091,688	\$0	\$3,091,688
9 Marina West	489	\$6,086	\$0	\$2,976,054	\$2,976,054
10 Sierra Linda	525	\$6,086	\$3,195,150	\$0	\$3,195,150
11 Lemonwood	928	\$6,086	\$0	\$0	\$0
12 Marshall	729	\$6,086	\$0	\$3,955,900	\$3,955,900
13 Driffill	1008	\$6,086	\$0	\$0	\$0
14 Chavez	879	\$6,086	\$0	\$5,349,594	\$5,349,594
15 Curren	921	\$6,086	\$304,300	\$0	\$304,300
16 Kamala	954	\$6,086	\$912,900	\$0	\$912,900
17 Soria	921	\$6,086	\$0	\$0	\$0
18 Frank	1045	\$6,436	\$6,725,620	\$0	\$6,725,620
19 Fremont	738	\$6,436	\$0	\$4,749,768	\$4,749,768
20 Dr. Lopez Academy	758	\$6,436	\$4,878,488	\$0	\$4,878,488
Total	14,186		\$29,016,154	\$17,031,316	\$46,047,470

These amounts are subject to annual review and require the submittal and approval of DSA of proposed improvements prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

4.1.2 STATE AID NEW CONSTRUCTION

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

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for 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 2023 pupil grant is currently \$15,983 for elementary grades and \$16,904 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.

Table 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Master Construct Program's totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Master Construct Program.

Table 3: SFP New Construction Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Total		1,448	135	\$24,859,576	\$6,075,365	\$30,934,941

4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction.

The Governor’s budget for FY2021-22 expanded the program, including \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten, or kindergarten instruction. A state/local match of 75/25 is required for transitional kindergarten and preschool projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/district) for new construction and a 60/40 (state/district) match for retrofit projects.

Three funding rounds have been completed for the program and the application submittal period for the fourth funding round application closed on March 2, 2023. The District previously was awarded grants under the third funding round for new classrooms at Driffill elementary school totaling \$7 million, requiring a \$3 million District match for a total project cost of \$10 million. Ten new 21st Century classrooms are proposed to create an early childhood village at Driffill elementary. The project received both DSA and CDE projects approvals and is currently under construction.

A subsequent application was submitted to the State for ten new classrooms at Marina West for approximately \$7.65 million, requiring a \$2.7 million District match, for ten classrooms (four preschool, four TK, and two kindergarten) to be constructed in order to establish a similar early childhood development center. The District’s application was approved by the OPSC at the September 27 SAB meeting and the District has started the procurement process for the planning and design of the project for submission to the DSA.

4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 4 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$11.4 million. It also reflects the current pupil grant amounts

in effect for 2023 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs.

Applications have been filed for the modernization projects planned at Ritche and McAuliffe elementary schools. These applications for Ritche and McAuliffe elementary schools have been submitted requesting Financial Hardship. Should the District choose to accelerate these projects with local funding, these applications may be amended to require a 60/40 matching share. This would result in a reduced grant of approximately \$3.5 million for McAuliffe, requiring a \$2.4 million District match and a grant of approximately \$3.3 million for Ritche, requiring a \$2.2 million District match.

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
McAuliffe	Mod.	534	534	0	0	0	0	\$3,249,924	\$324,992	\$5,958,194
Ritche	Mod.	491	491	0	0	0	0	\$2,988,226	\$298,823	\$5,478,414
Total		1,025	1,025	0	0	0	0	\$6,238,150	\$623,815	\$11,436,608

**Total grant assumes Financial Hardship for McAuliffe & Ritche*

The above analysis on State aid eligibility and submitted applications is based on existing rules which are periodically adjusted by the OPSC, SAB, or the legislature when a new bond is considered. The assumptions are based on rules that are currently in effect and any change in rules or eligibility factors (e.g., enrollment) may impact the receipt of funds. 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.

4.1.5 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 of 60 percent and may be eligible for Financial Hardship if it meets other program requirements.

Under the current Financial Hardship Program, a district must exhaust 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 project using hardship funding.

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.

4.2 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 meet the District’s match requirement for eligible State assistance projects. The purpose of these fees is to mitigate 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 \$4.79 per square foot of residential development and \$0.78 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 Developer 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 \$11.3 million in additional developer fee revenues as of April 30, 2023, for a grand total of \$14.7 million in collected revenues. The District’s 2023-24 Adopted Budget report projects a beginning balance of approximately \$8.5 million which was further verified as available to the Program of October 31, 2023. For purposes of this report, it is assumed that the District may collect approximately \$3.7 million a year for the period of 2023-24 through 2025-26 for a total of \$11.1 million. In total, approximately \$19.7 million is assumed to be available towards remaining improvements.

In April 2022, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study 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 \$3.16 per square foot for residential development and varied rates per square foot for commercial development as follows:

Table 5: Maximum School Fee per Square Foot for Commercial Development

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.203
Office	\$0.318
Research and Development	\$0.276
Industrial/Warehouse/Manufacturing	\$0.245
Hospitals	\$0.252
Hotel/Motel	\$0.103
Self-Storage	\$0.006

Source: 2022 Residential and Commercial/Industrial Development School Fee Justification Study by Cooperative Strategies

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 7,067 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 7,067 future units, 4,452 are expected to be single family detached and 2,615 are expected to be multi-family attached units. By dividing the total amount of anticipated units (7,067) by the buildout period (13 years), it is anticipated that approximately 544 units may be built each year from 2022 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 Level 1 fee of \$3.16 per square foot of new residential development and the total square footage of approximately 1 million resulting from the construction of 544 units, the District could receive an estimated \$3.7 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Cooperative Strategies reported to the District that due to the District’s enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fee of \$3.16 has been assumed in projected available

developer fee funds for the program. 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 resume collecting Level 2 fees.

4.3 GENERAL OBLIGATION BONDS

The District has used general obligation (G.O.) bonds historically to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Master Construct Program. The District successfully passed local voter approved G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022. The latter three are in direct support of the Master Construct program. These bonds are secured by an annual levy on all taxable parcels within the boundaries of the district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (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 a district to finance improvements over time. Appendix B summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. It is anticipated to be fully retired by 2033.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. It is anticipated to be fully retired by 2036.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. It is anticipated to be fully retired by 2044.

The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election.

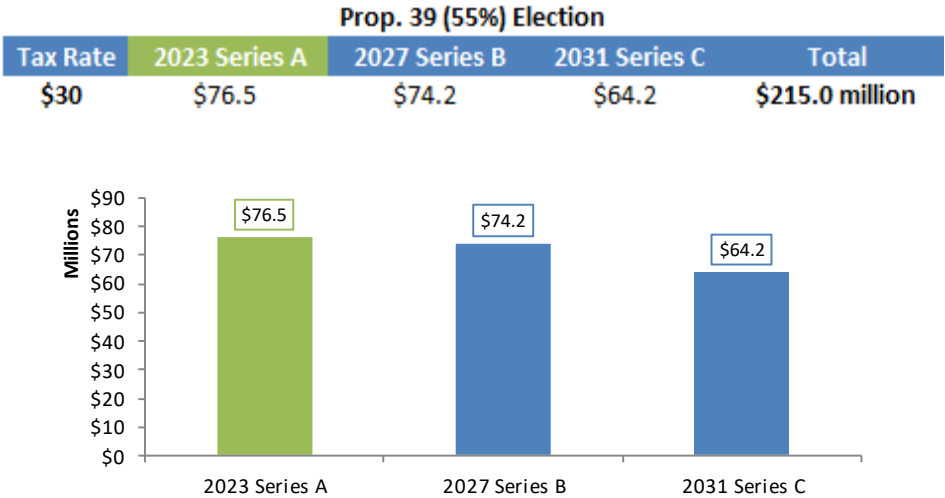
In November 2022, voters in the District approved Measure I and authorized the sale of \$215 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing the remaining bond authorization. In March 2023, the District issued the first series of bonds from the 2022 Election in the amount of approximately \$76.5

million, leaving a remaining authorization of approximately \$138.5 million. The amount of bonds sold was based on the receipt of a debt limit waiver from the State Board of Education which approved in May 2023.

4.3.2 REMAINING G.O. BOND AUTHORIZATION AND PROJECTED FUTURE BOND PROCEEDS

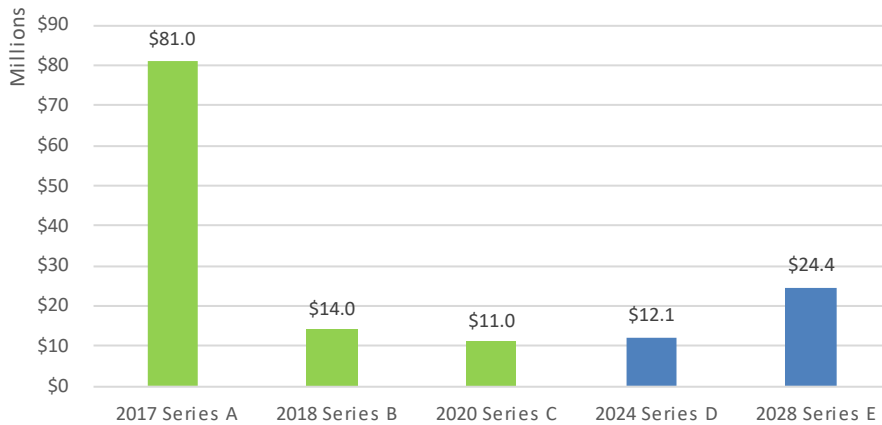
Assuming that the District’s assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District is projected to issue its remaining bond authorization of approximately \$138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031, respectively beyond the amount sold in May.

Figure 1: Estimated Measure D Bond Proceeds at \$30 Tax Rate Per \$100,000 of Assessed Value



In addition to the above, the District has approximately \$36.6 million in remaining authorization from Measure D election approved by voters in 2016 b Based on the above assumptions and those in Exhibit B, Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D based on the above assumptions and those in Exhibit B. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which projected to be available over two bond sales in 2024 and 2028 for a combined total of \$36.5 million.

Figure 2: Estimated Timing and Sizing of Remaining Measure “D” Bond Proceeds



The projections above for the issuance of the remaining authorization for Measure D and I, respectively are used to estimate the amount of bond proceeds available to fund the Enhanced Master Construct Program over phases as presented in the proposed Master Budget in Section 5. In both Figure 1 and Figure 2, the actual size and timing of the remaining bond sales depend on the prevailing market conditions at that time and the actual assessed valuation growth between bond sales required to maintain tax rates for bond repayments within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds will also require additional authorization from the State Board of Education for a waiver to increase the District’s bonding capacity.

The District’s outstanding bonds in both cases are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is based on the County’s policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2022-23, Ventura County levied a tax rate of \$99.20 per \$100,000 of assessed value for the District’s combined outstanding bonds.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is being integrated into the Enhanced Master Construct Program with the projects in progress serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding, estimated developer fees, remaining bond authorization from Measure “D”, and authorization from the 2022 Measure “I” General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of “hard” and “soft” costs. In combination, they comprise what is properly called the total “Project Cost”. Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those planning and design costs and fees that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

5.1 PROPOSED MASTER BUDGET SOURCES AND USES

Since its adoption, the District’s facilities program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments that meet adopted Board specifications and program requirements. Up to this point, the Program has led to the design of eight new 21st Century schools, the construction of 6 such schools to date with the completion of the seventh school expected in 2023. In addition, it has led to the construction of two Early Childhood Development Centers (ECDC), a third in construction, two additional ECDC’s in design, the acquisition of 2 school sites, and the design and approval of five elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

Additional consideration was made to secure funding based on the completion of projects to date, the Board’s desire to maintain equity with remaining sites in need of improvement, and the State’s increasing mandates to the educational and facilities program. The District’s Enhanced Facilities Master Program identifies additional projects that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. The District is now actively planning for the following approved projects:

- Reconstruct Fremont Academy 6-8 School and Dr. Lopez Academy middle school campuses

- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity at Ritchen, Ramona, McAuliffe, and Brekke
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 6 and 7 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$922,621. The total budgets for completed projects have remained the same since the June 2023 report with no recommended adjustments. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct program including estimated remaining reserves from previous phases, remaining and new General Obligation (GO) authorizations, modernization State aid grants or grants received from the State’s TK/K program, and estimated developer fees. There is an estimated \$922,621 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately \$214.2 million is available from the recently approved Measure “I” and is projected to be to fund the program over three-year phases in 2023 and ending in 2031. An additional \$36.5 million in remaining GO bond authorization from Measure D is estimated to be available over two phases in 2024 and 2028 to assist in funding planned improvements. Approximately \$50 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$6.9 million in estimated modernization grants at McAuliffe and Ritchen, \$14.6 million in the State’s Kinder program grants for Driffill and Marina West, and \$28.6 million in estimated modernization eligibility at Curren, Lopez, Brekke, Frank, Ramona, Chavez, Kamala, and Marshall over time. Per the District’s 2023-24 Adopted Budget report, approximately \$8.55 million may be available from developer fees as of July 1, 2023, and \$11.1 million is estimated to be collected over a three-year period as identified in the District’s Developer Fee Report as summarized in Section 4 of this report.

As shown in Table 7, approximately \$282.7 million is estimated in total anticipated costs. A Program Reserve of \$38.6 million is recommended providing a grand total integrated budget of \$321.3 million in remaining estimated project improvements to be funded over the proposed remaining phases.

Table 6: Proposed Master Budget - Estimated Funding Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Subtotal	\$265,321,079	\$922,621	\$0	\$0	\$922,621	\$266,243,700
Measure "D" - 2016 GO Bond						
Series D (2024)	\$0	\$12,100,000	\$0	\$0	\$12,100,000	\$12,100,000
Series E (2028)	\$0	\$0	\$24,400,000	\$0	\$24,400,000	\$24,400,000
Subtotal	\$0	\$12,100,000	\$24,400,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,861,965	\$5,182,788	\$23,395,174	\$35,439,927	\$35,439,927
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,652,418	\$0	\$0	\$7,652,418	\$7,652,418
Subtotal	\$0	\$21,429,701	\$5,182,788	\$23,395,174	\$50,007,663	\$50,007,663
Additional Developer Fees						
10/31/23 Balance	\$0	\$8,555,055	\$0	\$0	\$8,555,055	\$8,555,055
Est. Developer Fee Collections	\$0	\$11,100,000	\$0	\$0	\$11,100,000	\$11,100,000
Subtotal	\$0	\$19,655,055	\$0	\$0	\$19,655,055	\$19,655,055
Total Sources	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

Table 7: Proposed Master Budget - Estimated Uses

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$2,000,000			\$2,000,000	\$43,990,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913				\$0	\$51,071,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$5,958,194		\$1,684,396	\$7,642,590	\$10,887,264
Ritchen K-5	\$3,595,981	\$5,478,414		\$887,727	\$6,366,142	\$9,962,123
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872		\$13,005,183		\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$2,000,000		\$5,376,218	\$7,376,218	\$20,395,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$8,258,770	\$46,799,697		\$55,058,467	\$56,137,745
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$4,929,979			\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,932,026				
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$117,257,369	\$88,568,843	\$76,902,667	\$282,728,879	\$548,049,958
Program Reserve	\$0	\$12,656,156	\$15,213,945	\$10,692,507	\$38,562,608	\$38,562,608
Total Uses	\$265,321,079	\$129,913,525	\$103,782,788	\$87,595,174	\$321,291,487	\$586,612,566

5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2023 Semi-Annual Report, the total budget was approximately \$337.5 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been subsequently integrated into this report. 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, 2023, totaling approximately \$246.1 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 is 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 2023 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2023 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 8, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed. From July 1, 2012, through September 30, 2023, the District disclosed expenditures of approximately \$36.2 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$15.4 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	2019-20	2020-21	2021-22	2022-23	2023-24 ¹			
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$6,037	\$513,396	
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013	
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$38,154	\$0	\$42,028,868	
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$32,878,847	
Design & Construct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$3,019,331	
Design & Reconstruct McKinna K-5	\$36,191,904	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$36,191,904	
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$12,288)	\$339,496	\$14,048,528	\$22,435,994	\$1,107,594	\$39,984,140	
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Design & Construct Doris/Patterson K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$0	\$492,786	
Design & Construct Doris/Patterson 6-8	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$0	\$278,057	
Design & Improve K-5 Kindergarten Facilities														\$0	
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588	
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097	
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487	
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773	
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945	
Design & Construct Science Labs/Academies															
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121	
Curren	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603	
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816	
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278	
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281	
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848,099	
Project 1 Remaining Adjustment	\$0													\$0	
Kindergarten Flex Classrooms															
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$1,909,465	
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$2,472,793	
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$2,192,490	
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$2,597,633	
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$0	\$9,172,380	
Kindergarten Annex Improvements															
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$3,215,039	
Lemonwood	\$3,571,599	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$69,596	\$0	\$3,641,195	
Total Kindergarten Annex Improvements	\$6,786,638	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$37,424	\$69,596	\$0	\$6,856,234	
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$13,019,406	
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253	
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099	
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723	
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	(\$89,863)	\$0	\$0	\$0	\$49,775	
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
McAuliffe 21st Century Modernization	\$450,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$1,759	\$450,394	
Ritchen 21st Century Modernization	\$445,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$1,731	\$445,760	
Design & Reconstruct Fremont Middle	\$65,758,461	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$580,261	\$165,660	\$745,921	
Driffill ECDC	\$10,001,526	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$252,776	\$37,794	\$290,570	
Rose ECDC	\$4,929,979	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474	
Program Reserve	\$772,147														
TOTAL	\$337,538,377	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$3,146,592	\$14,224,173	\$23,376,781	\$1,320,576	\$246,088,770	

Notes:

1. Fiscal Year 2023-24 expenditures are as of September 30, 2023
2. Budgets have been adjusted per the June 2023 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

5.3 PROPOSED SEQUENCING

The proposed plan of sequencing begins the process with the design and construction of Fremont at its proposed new location. Upon completion, students from Fremont would be moved into the new school. The old facility could be retained to provide “swing space” to be used to house the next proposed projects to be constructed in sequence. Upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use.

Likewise, the construction of the new Lopez campus would be done in a similar fashion to that undertaken at Lemonwood, with the new building designed and constructed first on the adjacent playfield while the existing school remains in operation. Upon completion, the old building would be ultimately demolished and play fields provided in its place. In the interim, the old facility would operate as additional “swing space” to expedite the completion of the next sequence of schools to be improved, if required.

Both Driffill and Frank are proposed to be improved with students in place. At Driffill, the proposed facilities that do not displace existing uses would be built first. The portables on site would be used in combination with newly constructed classrooms, including those in the proposed ECDC, to provide “swing space” as the remaining classrooms, including those in the P2P wing, are upgraded. A similar approach is anticipated at Frank through a phased classroom improvement program by utilizing the existing portable as “swing space” in combination with completed classrooms once they receive upgrades.

An additional option, if necessary, is to maximize capacity to full enrollment at all 21st Century replacement or improved existing schools allowing the provision for the use of other select schools to be used as “swing space” in addition to those identified above. Once improvements at those schools needing “swing space” are complete, students will return to their school of residence.

5.4 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 9-11, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritchen, and ECDC facilities at Driffill, Rose, and Marina West. Design activities are proposed to be implemented for the reconstruction of Dr. Lopez 6-8 school. Locker room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase. Bond proceeds from existing authorization and the new measure are proposed to front the brunt of required costs. State modernization grants and awarded and projected grants under the State’s Preschool/TK/K are projected to be also available and may assist in funding. Estimated developer fees are

proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2025-26.

Table 8: Phase 3 (FY2022-23 – FY2025-26) Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$5,958,194
Ritchen K-5	\$5,478,414
Fremont 6-8	\$65,758,461
Dr. Lopez 6-8	\$8,258,770
ECDC at Driffill	\$9,879,025
ECDC at Rose Avenue	\$4,929,979
ECDC at Marina West	\$10,932,026
Lemonwood K-8 Locker Room	\$2,000,000
Lemonwood K-8 Locker Room	\$2,000,000
Land Acquisition COP Lease Payments	\$2,062,500
Total	\$117,257,369
Program Reserve	\$12,656,156
Total Uses	\$129,913,525

Phase 4 completes improvements at Driffill, Curren, and Lopez. Land acquisition COP lease payments would also be provided. Bond proceeds from existing authorization and from the second series of bond sales from the new bond measure would fund a major portion of anticipated costs. The balance is anticipated to be from State grants. Phase 4 improvements are projected to be complete by the end of FY2030-31.

Table 9: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing

Project	Estimated Budget
Driffill K-8	\$13,005,183
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$46,799,697
Land Acquisition COP Lease Payments	\$2,321,000
Total	\$88,568,843
Program Reserve	\$15,213,945
Total Uses	\$103,782,788

Phase 5 completes improvements at McAuliffe, Ritchen, Brekke, Ramona, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from the new bond measure would fund a major

portion of anticipated costs. The balance is anticipated to be from State grants. Phase 5 improvements are projected to be complete by the end of FY2034-35.

Table 10: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$1,684,396
Ritchen K-5	\$887,727
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
Total	\$76,902,667
Program Reserve	\$10,692,507
Total Uses	\$87,595,174

Based on the identified phasing plan, Table 12 provides a summary of proposed projects under management, including those that are currently underway totaling approximately \$140 million.

Table 11: Projects Under Management

Project Name	Start Date	End Date	Master Budget
			(Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Feb-2023	\$51,071,913
Fremont 6-8	Dec-2022	Nov-2025	\$65,758,461
Driffill ECDC	Nov-2022	Oct-2024	\$9,879,025
Rose Avenue ECDC	Sep-2023	Aug-2025	\$4,929,979
Marina West ECDC	Sep-2023	Aug-2025	\$10,932,026
Lemonwood Locker Room	Dec-2023	Aug-2024	\$2,000,000
Marshall Locker Room	Dec-2023	Aug-2024	\$2,000,000
Planning/Design:			
Dr. Lopez 6-8	May-2024	Apr-2025	\$8,258,770
Total			\$154,830,174

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this 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 Enhanced Master Construct
- 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

A.1 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 is 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
2-Aug-23	C.13	Approval of Agreement #23-72 with Rincon Consultants, Inc. for Phase II Environmental Assessment Services for the new ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-72 with Rincon Consultants, Inc. to provide related Phase II Environmental Site Assessment Services for the new ECDC facilities at Driffill, in the amount not to exceed \$10,100.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.3	Approval and Adoption of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Board of Trustees accept and adopt the June 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and direct staff and CFW to proceed with the adjustments to the Program for immediate implementation, as presented	Approved
23-Aug-23	C.12	Approval of Agreement #23-98 with C Below Inc. for Underground Utility Investigation Services for the new ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-98 with C Below Inc., for the performance of an underground survey to locate and identify all underground utilities at the ECDC Facilities at Driffill School, August 24, 2023 - August 23, 2024, in the amount of \$8,430.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.13	Approval of Agreement #23-99 with Construction Testing & Engineering South Inc. DBA/Universal Engineering Sciences (UES) for Lab of Record Special Testing & Inspection Services for the New ECDC Facilities at Driffill School	Board of Trustees approve Agreement #23-99 with UES for Lab of Record Special Testing and Inspection Services for the new ECDC facilities at Driffill, in the amount of \$28,645.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
23-Aug-23	C.14	Approval of Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Driffill	Board of Trustees approve Agreement #23-100 with Kenco Construction Services, Inc., for Inspector of Record (IOR) Services for the new ECDC facilities at Driffill, in the amount of \$158,760.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances	Approved
13-Sep-23	A.4	Design Proposal Presentations by Architectural Firms for Fremont Middle School	The Board will receive two design proposal presentations from the finalist firms for the architectural design of the Fremont Middle School Reconstruction Project	Information
20-Sep-23	D.1	Selection of Architect of Record to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	Board of Trustees select an Architect of Record from the two finalist firms to provide architectural engineering services for the Fremont Middle School Reconstruction Project and direct District staff to enter contract negotiations with the selected firm	Action

4-Oct-23	C.11	Approval of Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project	Board of Trustees approve Agreement #23-152 with SVA Architects as the Architect of Record for the Fremont Middle School Reconstruction Project, in the amount of \$2,598,000.00, to be funded by the Master Construct & Implementation Funds	Approved
18-Oct-23	C.5	Approval of Deductive Change Order from Enviroplex for the Purchase of Modular Buildings for Driffill ECDC project	Board to approve deductive change order with Enviroplex in the amount of (-\$802,780.00)	Approved
18-Oct-23	C.10	Approval of an Amendment #001 to Construction Services Agreement #22-238 and Guaranteed Maximum Price (GMP), Site Lease Agreement #23-167, and Sublease Agreement #23-168 with Viola Inc. for the Driffill Elementary ECDC Project	Board to approve GMP according to amendment #001 to Construction Services Agreement, approve Site Lease Agreement and Sublease Agreement, in the amount of \$3,462,000.00	Approved
18-Oct-23	C.15	Approval of Construction Services Agreement #23-158 with Viola Inc. to provide preconstruction services for the Fremont Middle School Reconstruction project	Board to approve preconstruction services agreement in the amount of \$167,970.00	Approved
18-Oct-23	C.16	Approval of Agreement #23-159 with North American Technical Services, Inc. to Provide In-Plant Inspection Services for the Driffill ECDC project	Board to approve agreement in the amount of \$33,000.00	Approved
18-Oct-23	C.17	Approval of Agreement #23-160 with Flewelling & Moody to Provide Architectural Services for Marina West ECDC project	Board to approve agreement in the amount of \$387,000.00	Approved
18-Oct-23	C.18	Approval of Agreement #23-161 with Flewelling & Moody to Provide Architectural Services for Rose Avenue ECDC	Board to approve agreement in the amount of \$220,000.00	Approved
18-Oct-23	C.19	Approval of Agreement #23-164 with Universal Engineering Sciences for the Driffill ECDC project	Board to approve agreement in the amount of \$4,000.00	Approved
18-Oct-23	C.20	Approval of Agreement #23-165 with Atlas Technical Consultants LLC for the Doris/Patterson Site	Board to approve agreement in the amount of \$2,350.00 to provide the required 5-year soils re-assessment and report	Approved
18-Oct-23	C.21	Ratification of Amendment #005 to Agreement #17-49 with Arcadia (IBI Group) to provide additional architectural and design services for the Rose Avenue School Reconstruction Project	Board to approve amendment in the amount of \$270,923.00	Approved
1-Nov-23	C.2	Approval of Change Order #002-Time Impact Analysis (TIA #2) to Construction Services Agreement #17-158 with Balfour Beatty Construction LL for the Rose Avenue School Reconstruction Project	Board to approve Change Order #002 for additional time impacts relating to the structural clarifications in the amount of \$711,927.00	Approved
15-Nov-23	C.10	Approval of Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue School ECDC project	Board to approve agreement in the amount of \$8,101.00	Approved
15-Nov-23	C.11	Approval of Agreement #23-188 with MNS Engineers Inc. to provide Surveying Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$64,000.00	Approved
15-Nov-23	C.12	Approval of Agreement #23-189 with MNS Engineers Inc. to provide Surveying Services for the Marina West School ECDC project	Board to approve agreement in the amount of \$17,000.00	Approved
15-Nov-23	C.13	Approval of Agreement #23-190 with Tetra Tech Inc. to provide CEQA Compliance Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$5,500.00	Approved
15-Nov-23	C.14	Approval of Agreement #23-191 with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC project	Board to approve agreement in the amount of \$5,200.00	Approved
15-Nov-23	C.15	Approval of Agreement #23-192 with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC project	Board to approve agreement in the amount of \$5,200.00	Approved
15-Nov-23	C.16	Approval of Agreement #23-193 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC project	Board to approve agreement in the amount of \$14,100.00	Approved
15-Nov-23	C.17	Approval of Agreement #23-194 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction project	Board to approve agreement in the amount of \$20,100.00	Approved
15-Nov-23	C.18	Approval of Agreement #23-195 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC project	Board to approve agreement in the amount of \$19,800.00	Approved

EXHIBIT B

B.1 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (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 a district to finance improvements over time.

B.1.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The District successfully passed a local G.O. bond authorization in 1997, 2006, 2012, 2016, 2022 respectively. Table B1 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The 1997 authorization approved the sale of \$57 million in G.O. bonds. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1995 Election bonds and generate debt service savings for District taxpayers. The 1995 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of August 1, 2022, the outstanding principal to be repaid from the 1995 Election is approximately \$26.1 million.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2022, the outstanding principal to be repaid from the 2008 Election is approximately \$37.5 million.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of August 1, 2022, the outstanding principal to be repaid from the 2012 Election is approximately \$95.2 million.

Table B1: Summary of District G.O. Bond Authorizations and Past Issuances

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)					Authorization:		\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$375,000	1.62	1	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$13,590,000	1.18	9	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$11,945,000	1.12	10	10Ref, 11Ref, 12Ref
2022	Tax-Exempt GO Bond	6/22/2022	\$380,000	\$186,000	1.02	0	12Ref
Total			\$26,096,000	\$186,000	1.16	10	
1997 Election 2022-23 Tax Rate: \$4.60					Remaining Authorization:		\$0
2006 Election (Prop. 39 Election)					Authorization:		\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	10	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$4,435,000	1.36	3	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	13	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$9,235,000	1.23	3	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,685,000	1.18	10	14Ref, 15Ref
Total			\$37,457,467	\$31,435,000	1.48	13	
2006 Election 2022-23 Tax Rate: \$23.20					Remaining Authorization:		\$0
2012 Election (Prop. 39 Election)					Authorization:		\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$455,000	1.79	4	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$1,030,000	1.99	5	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	15	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,790,000	1.89	5	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,180,000	1.48	20	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$65,820,000	1.38	21	2013B, 2014C, 2015D
2022	Tax-Exempt GO Bond	6/22/2022	\$10,238,000	\$9,913,000	1.39	20	12Ref
Total			\$95,213,000	\$87,913,000	1.43	21	
2012 Election 2022-23 Tax Rate: \$44.30					Remaining Authorization:		\$0
2016 Election (Prop. 39 Election)					Authorization:		\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	23	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,782,213	2.16	24	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,995,135	1.99	27	
Total			\$105,991,760	\$104,777,348	2.12	27	
2016 Election 2022-23 Tax Rate: \$27.10					Remaining Authorization:		\$36,508,240
2022 Election (Prop. 39 Election)					Authorization:		\$215,000,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/30/2023	\$76,515,000	\$76,515,000	1.98	30	
2022 Election 2022-23 Tax Rate: \$0.00					Remaining Authorization:		\$138,485,000
All Elections Total			\$393,504,228	\$340,058,815	1.75	30	
Aggregate 2022-23 Tax Rate: \$99.20							

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County
⁽¹⁾ Repayment ratio upon issuance of bonds ; total represents weighted average of all outstanding bonds

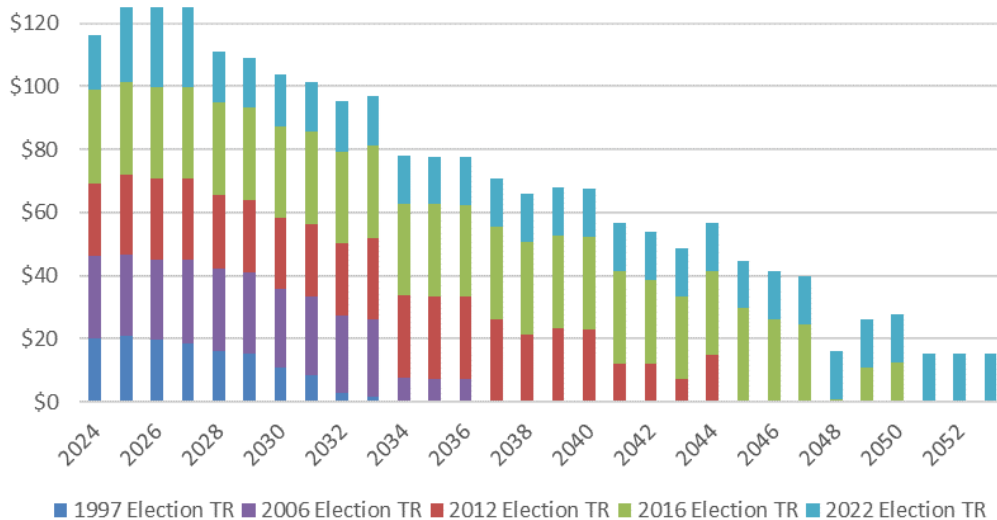
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of August 1, 2022, the outstanding principal to be repaid from the 2016 Election is approximately \$104.8 million.

In November 2022, voters in the District approved and authorized the sale of \$215 million in G.O. bonds. On February 15, 2023, the Board authorized the sale of the first series of bonds from the 2022 Election. Based on market conditions at the time of the bond sale and the District’s bonding capacity, the District sold approximately \$76.5 million in G.O. bonds leaving approximately \$138.5 million in remaining authorization.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$340.1 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District’s outstanding bonds. In FY 2022-23, Ventura County levied an aggregate tax rate of \$99.20 per \$100,000 of assessed value for the District’s outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter.

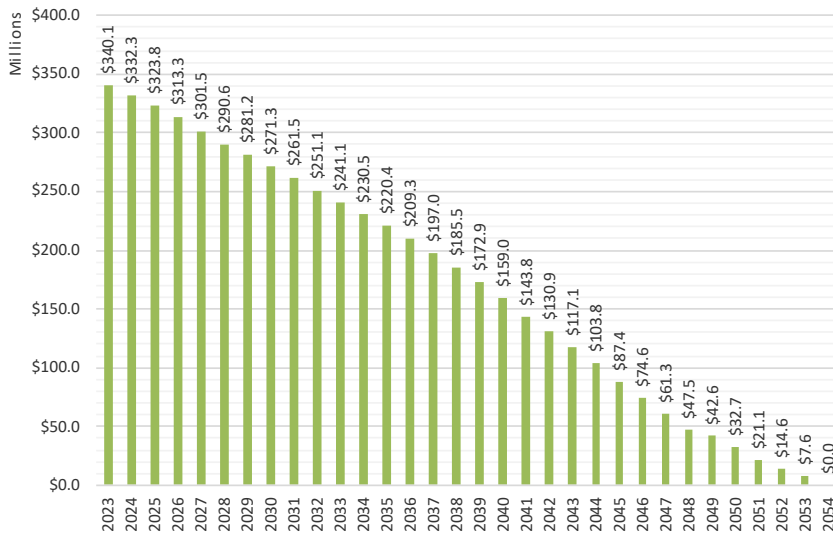
Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s current outstanding bonds, and subsequent refunding of these bonds, account for approximately \$340 million in outstanding principal. All outstanding bonds are scheduled to be repaid by

fiscal year FY 2053-54, with total annual payments ranging between \$6.9 million and \$24.0 million for the next 31 years. Total principal to be repaid year-to-year ranges from \$5.0 million to \$13.1 million, while interest payments range from \$323,425 to \$13.1 million. Figure B2 indicates that the District had approximately \$340 million in total outstanding G.O. bonded indebtedness in FY 2022-23 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

Figure B2: Remaining G.O. Bond Principal Outstanding Over Time



B.1.2 FUTURE BOND SALES

The District has remaining G.O. bond authorization from both the 2016 Election and the 2022 Election. Both authorizations are also subject to the provisions of Proposition 39 which requires a school district to certify that the estimated tax rate to repay subsequent bond sales would not exceed \$30 per \$100,000 of assessed value and establish a Bond Oversight Committee to review annual performance audits of the bond fund expenditures.

Similar to the District’s previous bond programs subject to Prop. 39, 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 non-unified school districts in California.

The District’s total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District’s bond debt service. As the assessed value grows, so does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 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 FY 2010 through FY 2012. Overall, assessed valuation growth averaged 5.1 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.6 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 B2: Historic District Total Assessed Valuation

FYE	Assessed Valuations	
	Total	% Change
2003	\$5,963,113,197	9.28%
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
5-Year Average		4.59%
10-Year Average		4.61%
20-Year Average		5.07%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State.

Recently in May 2023, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District’s total assessed valuation. As calculated in Table 12, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$343.2 million. Table B3 indicates that the District had approximately \$340 million in total outstanding G.O. bonded indebtedness as of 2022-23, resulting in a current net bonding

capacity of approximately \$3.2 million. Overall, the District is currently utilizing 169.60 percent of its statutory bonding capacity.

Table B3: District’s Bonding Capacity

Fiscal Year 2022-23	
ASSESSED VALUATION	
Secured Assessed Valuation	\$15,214,314,339
Unsecured Assessed Valuation	\$826,329,897
DEBT LIMITATION	
Total Assessed Valuation	\$16,040,644,236
Applicable Bond Debt Limit with Waiver *	2.14%
Bonding Capacity	\$343,269,787
Outstanding Bonded Indebtedness	\$340,058,815
NET BONDING CAPACITY	\$3,210,972
% of Capacity Current Used	99.06%
<i>* 2023 Waiver</i>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$200,508,053
Outstanding Bonded Indebtedness	\$340,058,815
% of Statutory Bonding Capacity Utilized	169.60%

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for a waiver to increase its bonding capacity as it has successfully obtained in the past.

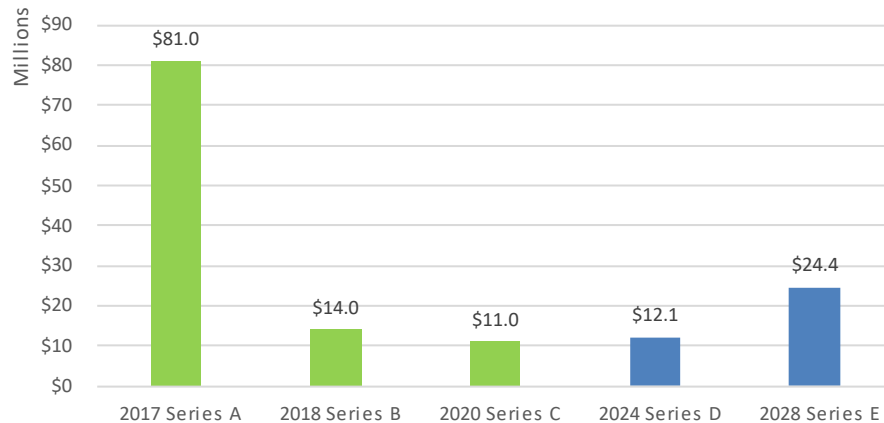
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

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 2022-23, the County is levying a rate of \$27.10 per \$100,000 of assessed property value.

Figure B3 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 approximately 87 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 5

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.

Figure B3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C 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 has utilized 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 \$12.1 million for the 2024 Series D issuance and \$24.4 million for the 2028 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 4 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely 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. This analysis includes assessed values for 2022-23 as published by the County.

B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION

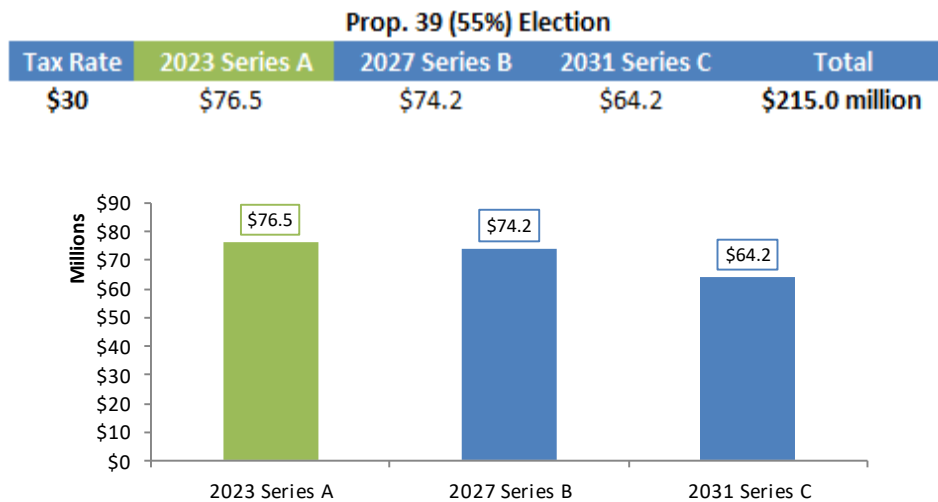
Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. 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 District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

In November 2022, voters in the District approved and authorized a new general obligation bond program which was 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 \$215 million in bond proceeds over a projected 8-year period based on current market conditions.

In March 2023, the District issued the first series of bonds from the 2022 Election authorization in the amount of approximately \$76.5 million. The size and timing of the remaining bond sales depend on the needs of the overall program and can be 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. The issuance of additional bonds will require authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully garnered in the past. The application for this waiver was submitted to the State Board of Education and was approved at its May 2023 meeting.

Figure B4: Estimated 2022 Election Bond Proceeds



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

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
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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
 - Public Employee Appointment
 - Superintendent

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Schedule of Board Meetings for 2024 (DeGenna)

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 2024. A list of potential meeting dates is presented herewith for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2024 and make a determination about how many Board meetings are to be held during the 2024 calendar year, and when.

ADDITIONAL MATERIALS:

Attached: [2024 Board Meeting Schedule Draft \(1 page\)](#)

[2024 Calendar with Holidays \(1 page\)](#)



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

**SCHEDULE OF BOARD MEETINGS
 JANUARY – DECEMBER 2024**

(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	17	Regular Board Meeting <i>(Note: only ONE regular meeting in January)</i>
February	7	Regular Board Meeting
February	21	Regular Board Meeting
March	6	Regular Board Meeting
March	20	Regular Board Meeting
April	17	Regular Board Meeting <i>(Note: only ONE regular meeting in April)</i>
May	1	Regular Board Meeting
May	15	Regular Board Meeting
June	5	Regular Board Meeting
June	26	Regular Board Meeting
July		<i>No meeting in July</i>
August	7	Regular Board Meeting
August	21	Regular Board Meeting
September	4	Regular Board Meeting
September	18	Regular Board Meeting
October	2	Regular Board Meeting
October	16	Regular Board Meeting
November	6	Regular Board Meeting
November	20	Regular Board Meeting
December	18	Regular Board Meeting – Organizational Meeting of the Board <i>(Note: only ONE regular meeting in December)</i>

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

Spring Break 2023-24: March 25-April 5, 2024
 Last Day of School 2023-24: June 14, 2024
 First Day of School 2024-25: August 15, 2024

Board Approved: 12/13/23

2024

United States

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

February						
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				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

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

April						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
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			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
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						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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

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

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

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

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

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

2024 Holidays for United States

Jan 1 New Year's Day
 Jan 15 Martin Luther King Jr. Day
 Feb 14 Valentine's Day
 Feb 19 Washington's Birthday
 Mar 17 St. Patrick's Day
 Mar 31 Easter Sunday
 Apr 15 Tax Day
 Apr 24 Administrative Professionals Day

May 12 Mother's Day
 May 27 Memorial Day
 Jun 16 Father's Day
 Jun 19 Juneteenth
 Jul 4 Independence Day
 Sep 2 Labor Day
 Oct 14 Columbus Day
 Oct 31 Halloween

Nov 5 Election Day
 Nov 11 Veterans Day
 Nov 28 Thanksgiving Day
 Nov 29 Day after Thanksgiving Day
 Dec 24 Christmas Eve
 Dec 25 Christmas Day
 Dec 31 New Year's Eve

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (DeGenna)

It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2023 Representative: Trustee Rose Gonzales

2024 Appointee: _____

FISCAL IMPACT:

N/A

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

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

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 14, 2022, the Board appointed the following representatives to the Trust:

- Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- Ms. Robin S. Lefkovits, 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:

N/A

RECOMMENDATION:

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

1. appoint Monica Madrigal Lopez as the 2024 Board Member Representative, or propose a new representative; and
2. appoint Robin S. Lefkovits as the 2024 Retiree Representative, or propose a new representative.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Jason Corona, Director, Child Nutrition Services

FISCAL IMPACT:

Information only.

RECOMMENDATION:

The newly appointed administrators will be introduced to the Board of Trustees.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (DeGenna/Fox)

The Board's approval is requested for Dr. Ana DeGenna and Dr. Aracely Fox to attend the UnboundEd Standards Institute in Fort Washington, MD, July 15 through July 18, 2024. Standards Institute is an immersive four-day in-person learning experience focusing on the mindsets, planning, and instructional actions required for implementing grade-level, engaging, affirming, and meaningful instruction.

FISCAL IMPACT:

Not to exceed \$10,000.00 for registration, airfare, ground travel, lodging and meals, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Interim Superintendent and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve out-of-state conference attendance for Dr. Ana DeGenna and Dr. Aracely Fox to attend the UnboundEd Standards Institute in Fort Washington, MD, July 15 through July 18, 2024 , as outlined above.

ADDITIONAL MATERIALS:

Attached: [Info - UnboundEd Standards Institute Washington DC 2024 \(6 pages\)](#)

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July 15, 2024 – July 18, 2024

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Standards INSTITUTE

Washington, DC

July 15, 2024 to July 18, 2024

About Standards Institute

Standards Institute is an immersive and transformative four-day in-person learning experience appropriate for teachers, coaches, and leaders. This highly interactive experience focuses on the mindsets, planning, and instructional actions required for implementing grade-level, engaging, affirming, and meaningful (GLEAM™) instruction. They will identify specific mindsets and



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Please add SupportDesk@UnboundEd.org to your email safe list to ensure you receive all UnboundEd communications.

If you need assistance, please contact SupportDesk@UnboundEd.org.

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chosen pathway. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life.

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What to Expect from the Standards Institute

During the experience, participants will explore the impacts of racist and biased instruction on students of color. They will identify specific mindsets and practices that embody GLEAM™ instruction for their chosen pathway. Throughout the sessions, participants will reflect on and commit to specific action steps aligned with GLEAM instruction in their chosen pathway. Participants leave Standards Institute with a personalized action plan that identifies context-specific opportunities to ensure students receive GLEAM instruction.



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content-focused pathways.

When you register, select from the following pathway options.

- **ELA:** K-5, 6-8, 9-12
- **Leadership:** K-5, 6-8, 9-12
- **Math:** K-5, 6-8, 9-12
- **Science:** K-5, 6-8, 9-12
- **UnboundEd Planning Process (UPP):** K-5, 6-12
- **Multilingual Learners (MLLs):** K-5
- **CORE Learning: Elementary Reading Academy:** K-6
- **CORE Learning: Leadership for Literacy:** K-5

ELA

During Standards Institute ELA sessions, participants learn and practice crafting supports and scaffolds that help address students' unfinished instruction for reading foundational skills and ELA while maintaining the rigor and demands of the standards and curriculum and the tenets of the science of reading. Participants explore the commitment, knowledge, and skills necessary to use ELA standards, texts, and tasks to provide all students access to GLEAM™ instruction. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life in their ELA classrooms.

Leadership

During Standards Institute Leadership sessions, participants learn key concepts of ELA and math instruction in order to develop a deeper understanding of each subject area. Participants will consider key components of planning, instructional delivery, and coaching that lead to GLEAM™ instruction. They also unpack their roles as leaders in educational equity and operationalizing



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During Standards Institute Math sessions, participants learn through an interactive, hands-on experience that focuses on planning and implementing GLEAM™ mathematics instruction. Participants reflect on math identity and its impact on GLEAM math instruction. They deepen their understanding of the Mathematical Shifts to support GLEAM math instruction. Participants also learn a new approach to address students' unfinished instruction that supports GLEAM math instruction within their school contexts. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life in their math classrooms.

UnboundEd Planning Process (UPP)

During Standards Institute UnboundEd Planning Process™ (UPP) sessions, participants learn a set of powerful practices for bringing each aspect of GLEAM™ instruction to life in ELA and math classrooms. For each practice, participants explore what it is, learn a step-by-step recipe for using the strategy with any lesson, and apply it to a set of high-quality lessons. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life in their lesson plans.

Note: K-5 participants will use both ELA and math lessons during the week; participants in grades 6-12 will use lessons in their preferred subject area — either ELA or math.

Science

During Standards Institute Science sessions, participants learn and apply the principles and key strategies of instruction that embody the three dimensions of GLEAM™ science instruction: disciplinary core ideas, science and engineering practices, and crosscutting concepts. These hands-on sessions involve a balance of exploring new ideas and seeing how they work through lessons and investigations across scientific domains. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life in their science classrooms.

Multilingual Learners (MLLs)



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grade-level, engaging, affirming, and meaningful (GLEAM™) instruction. Participants leave Standards Institute with a repertoire of practical strategies and a personal action plan for bringing GLEAM instruction to life for multilingual students.

CORE Learning: Leadership for Literacy

The Leadership for Literacy pathway provides participants with transformative instructional practices to develop a foundational understanding of the Science of Reading and create a literacy system to accelerate student literacy. Through CORE's Leadership for Literacy course, educators (leaders) will:

- Develop a foundational working knowledge of the Science of Reading and how it can be implemented in a system through transformative instructional leadership
- Utilize tools and processes to evaluate schoolwide literacy programs
- Identify leadership actions that build schoolwide professional capacity to remove barriers and increase opportunities for students to become successful readers and communicators

CORE Learning: Elementary Reading Academy

The Elementary Reading Academy gives educators fundamental knowledge of standards-aligned and evidence-based reading practices rooted in the Science of Reading. At the end of the Elementary Reading Academy, educators will be able to:

- Deliver standards-aligned and evidence-based reading instruction
- Articulate the research on reading instruction and link research to practice
- Employ high-leverage instructional routines

Pricing

Below is all the pricing information for the event.

Standards Institute Participant \$2,700

The cost of the UnboundEd Standards Institute is \$2,700 per person.

Register by April 1, 2024 to get our discounted price of \$2,600/person.

When you register, you will need to provide your Accounts Payable contact name, email address, and phone number. You may pay with a credit card, ACH, or check and reserve spots with a purchase order (send PO to AR@UnboundEd.org). Please ensure your name and confirmation number are on the PO. After you have registered, UnboundEd will send an invoice to your Accounts Payable contact. The invoice provided can be paid via ACH, Credit Card, or by check.

Please email POs to AR@UnboundEd.org.

Remit all checks to:
UnboundEd Learning Inc
PO Box 69046
Baltimore, MD 21264-9046

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

The Board's approval is requested for ten (10) Oxnard School District representatives, Ms. Jessica Delgado, Mr. Eric Beadle, Mr. Robert Dueñas, Ms. Katy Garcia, Ms. Patricia Romero, Mr. Orlando Agraz, Mr. Jorge Cortes, Ms. Angelique Pagliano, Ms. Tiffany Grande, and Mr. Juan Carlos Gutierrez, School Psychologists, to attend the 2024 National Association of School Psychologists (NASP) National Conference in New Orleans, LA, February 14 through February 17, 2024. The conference will provide attendees the opportunity for professional growth of school psychology practices and is expected to improve assessment procedures and special education knowledge.

FISCAL IMPACT:

Not to exceed \$1,500.00 per person- OSSA Funds

RECOMMENDATION:

It is the recommendation of the Interim Superintendent and the Director, Special Education, that the Board of Trustees approve out-of-state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [NASP 2024 Annual Convention Info \(4 pages\)](#)

NASP 2024 Annual Convention



Important Dates

Early/Presenter Registration Deadline

Nov 15, 2023

Notification of Presentation/Event Dates/Times/Locations

Nov 15, 2023

Presenter Registration Deadline

Nov 15, 2023

Convention Assistant/Workshop Monitor Sign-Up System Opens at 12:00 p.m. ET

Dec 1, 2023

Presentation Cancellation Deadline

Dec 1, 2023

Mark Your Calendar for New Orleans

Choose from nearly 1,200 educational sessions and meet peers with shared interests at the NASP 2024 Annual Convention from February 14–17, 2024. As one of our most popular convention destinations, this convention is one you won't want to miss.

Plan Early to Cut Costs

Register by November 15 to save \$50 and have the opportunity to win a \$500 Visa gift card.



Convention Registration

View a list of what's included in registration for both the in-person convention and Ne...



Housing and Travel

View details about traveling to New Orleans, special room rates at the convention...



New Orleans Express Virtual Package

Learn more about the entirely virtual component of this year's convention for those...



Convention Program

The program is filled with learning and networking opportunities. Learn more...



Events & Activities

Your registration includes



Student & Early Career

Find out about special

various events at no
additional cost. Learn more...

happenings just for you,
including how you can wor...

National Association of School Psychologists

4340 East West Highway, Suite 402, Bethesda, MD 20814

P: 301-657-0270 | Toll Free: 866-331-NASP | F: 301-657-0275

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (DeGenna/Shea)

The Board's approval is requested for Dr. Ana DeGenna and Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Fort Bellevue, WA July 15, 2024. The NSPRA National Seminar provides resources for Superintendents and their communication professionals that focus on communication strategies and best practices, identifying areas of growth for continuous improvement, and ensuring a strong communications strategy is in place to support a district's overall strategic plan and day-to-day operations.

FISCAL IMPACT:

Not to exceed \$2,500.00 per person for registration, airfare, ground travel, lodging and meals, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Interim Superintendent and the Director, Enrichment & Specialized Programs, that the Board of Trustees approve out-of-state conference attendance for Dr. Ana DeGenna and Dr. Ginger Shea to attend the National School Public Relations Association (NSPRA) National Seminar in Fort Bellevue, WA July 15, 2024, as outlined above.

ADDITIONAL MATERIALS:

Attached: [NSPRA Leadership in School Communication Program Info \(11 pages\)](#)



National School Public Relations Association

Q

X

Home

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Leadership in School
Communication Program**

*For Teams of Superintendents and
Communication Professionals.*

*Offered in partnership by the National School
Public Relations Association and AASA, the
School Superintendents Association.*



**LEADERSHIP IN SCHOOL
COMMUNICATION PROGRAM**

Clear, proactive and effective communication to students, families, staff and the school community is often cited as a top priority for districts, and for good reason: Strong communication is foundational to building trust

and fostering positive relationships. But the area of school communication can be complex.

Now in its third year, the six-month, hybrid program for 2024 kicks off in February, bringing together superintendents and their communication professionals for monthly modules to learn more about:

- Effective communication strategies and best practices,
- Identifying areas of growth for continuous improvement, and
- Ensuring a strong communications strategy is in place to support a district's overall strategic plan and day-to-day operations.

"The program's collaborative sessions are invaluable to school communication – superintendent teams!"

— LISC Program Alumnus

2024 Program Details and Schedule

The 2024 LISC program is a hybrid course with two in-person modules and four virtual modules, and kicks off in-person at the AASA National Conference in San Diego in February. The program will conclude with an in-person module at the NSPRA National Seminar in Seattle-Bellevue in



July. All sessions (both in-person and virtual) will be recorded and available for participants who can't make it live and to access on demand.

Choose Your Registration Type:

- **FULL PROGRAM TEAM REGISTRATION:** Register for the entire program as a superintendent + communications professional team and take advantage of all six modules. Each team will receive a copy of NSPRA's *Rubrics of Practice and Suggested Measures* publication (a \$125 value!). *NSPRA or AASA member price: \$1,500 / Non-member price: \$2,000*

Register for full program - TEAM of 2

- **FULL PROGRAM INDIVIDUAL REGISTRATION:** Register for the entire program as an individual and take advantage of all six modules. Each registrant will receive a copy of NSPRA's *Rubrics of Practice and Suggested Measures* publication (a \$125 value!). *NSPRA or AASA member price: \$1,000 / Non-member price: \$1,500*

Register for full program - INDIVIDUAL

- **MODULE REGISTRATION:** Register for select modules individually using buttons below in the module descriptions. *Individual module price: \$450*

Module 1: Partnering on a Comprehensive Communication Strategy

Wednesday, Feb. 14, 2024 | 1-5 p.m. PT | In-Person, AASA National Conference, San Diego Convention Center | *This module will be recorded for those who cannot attend in person.*



Using NSPRA's *Rubrics of Practice and Suggested Measures for School Communications*

publication, participants will begin to understand the elements of creating a comprehensive communication program. These elements include supporting board policies, training for cabinet-level staff, creating a communication plan based in research, social media and branding. Participants will also see the importance of aligning the communication program with the district's strategic plan.

Examples of high performing superintendent-communications director teams will be shared as well as success strategies for superintendents in small districts without the capacity to add communications staff.

Speakers: Dr. Rosanna Mucetti, superintendent, and Julie Bordes, director of communications and community Relations, Napa Valley (Calif.) Unified School District; Dr. John "JJ" Villarreal, superintendent, and Renae Murphy, chief

*communications officer, Rockwall (Texas)
Independent School District*

Module 1 exclusively available for full program registrants only

Module 2: Is Your District Brand Telling the Right Story?

Friday, March 22, 2024 | 12 – 2 p.m. ET | Virtual

A district brand is more than just a logo. The brand is also what people are saying about the district and can either “sell” it well, or “sink” it before you’ve had the chance to react. Learn best practices for creating and communicating a brand that is authentic, trustworthy and reflective of your goals and mission.



Speakers: Dr. Don Killingbeck, superintendent, and Joy McMillan, district communications specialist, Hemlock (Mich.) Public School District

Register for Module 2 ONLY

*Individual module price: \$450. To register for full program, use the **FULL PROGRAM registration buttons** above.*

Module 3: Exploring the Power of Generative AI Tools to Enhance Internal Communications

Friday, April 26, 2024 | 12 – 2 p.m. ET | Virtual

Generative AI tools such as ChatGPT have the power to increase the creativity and efficiency of internal communications. In this session, we'll show examples of how to use the tool in speech writing, job descriptions and other messaging. Further, we'll explore AI's ethical dilemmas including factual errors, bias and transparency. A review of practices and policies will help you move your district forward in embracing this technology.



Speakers: Dan Bridges, superintendent, and Alex Mayster, executive director of communications, Naperville Community (Ill.) Unit School District 203

Register for Module 3 ONLY

*Individual module price: \$450. To register for full program, use the **FULL PROGRAM registration buttons** above.*

Module 4: Leading and Communicating in Polarized Times

Friday, May 10, 2024 | 12 - 2 p.m. ET | Virtual

Community divides seem to be growing more frequent and intense around book bans, transgender policies and DEI initiatives. How can you bridge those divides in authentic ways to build back trust and get people to gain a better understanding of each other's viewpoints? You will learn strategies to structure those conversations and turn down the heat on polarizing issues.



Speakers: Dr. Michelle Hubbard, superintendent, and David Smith, chief of communications, Shawnee Mission (Kan.) School District

Register for Module 4 ONLY

*Individual module price: \$450. To register for full program, use the **FULL PROGRAM registration buttons** above.*

Module 5: The PR–HR Connection: Staff Recruitment and Retention

Friday, June 21, 2024 | 12 – 2 p.m. ET | Virtual

Finding the right staff for the right positions – and retaining them – in districts is always a team effort. Being strategic in these efforts is critical to success. Latest generational and workplace data indicates the tried and true use of “jeans days” aren’t the way to impress potential or current staff; districts must move beyond pizza on PD days to ensure staff feel valued. Participants will learn from those who have built strong cross-department partnerships resulting in staff who enjoy their work while giving them space to voice concerns and have them addressed.

Speakers: Dr. A. Katrise Perera, superintendent, and Kimberly Simpson, chief of communications, Lancaster (Texas) Independent School District

Register for Module 5 ONLY

*Individual module price: \$450. To register for full program, use the **FULL PROGRAM registration buttons** above.*



Module 6: Media Relations Amid a Crisis: Cybersecurity

Saturday, July 13, 2024 | 1-5 p.m. PT | In-Person, NSPRA National Seminar, Hyatt Regency Bellevue, Washington | *This module will be recorded for those who cannot attend in person.*



Both superintendents and communications professionals have a responsibility to be prepared for the unexpected. Cybersecurity issues have quickly risen to the top of district leadership concerns. Creating the foundation for your district to react appropriately to this type of crisis – and others – will ensure your families, students, and staff have the information, resources and skills they need throughout the stages of a crisis. You’ll get hands-on media training from former reporters and practice the skill of bridging from a reporter’s question to your message.

Speakers: Lesley Bruinton, APR, executive vice president, Nichols Strategies, LLC (Calif.); Christine Paik, APR, chief communications officer, Poway Unified School District (Calif.); and Brad Welle, superintendent, Grain Valley (Mo.) School District

Register for Module 6 ONLY

*Individual module price: \$450. To register for full program, use the **FULL PROGRAM registration buttons** above.*

Registration Details

Registration Type	Member	Non-Member
Team price for superintendent AND communication professional	\$1,500 (AASA or NSPRA)	\$2,000
Individual price for either superintendent OR communication professional	\$1,000 (AASA or NSPRA)	\$1,500
Standalone module(s), Individual registration	\$450 per module	\$450 per module

Register for full program - TEAM OF 2

NSPRA or AASA member price: \$1,500 / Non-member price: \$2,000

Register for full program - INDIVIDUAL

NSPRA or AASA member price: \$1,000 / Non-member price: \$1,500

To register for individual modules instead of the full program, please use the registration buttons in the module descriptions above.

If you have any questions, please reach out to pd@nspra.org.

Offered in partnership by



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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Annual Williams Settlement Report 2022-23 (Fox/Thomas)

Ventura County Office of Education has completed the Annual Williams Settlement Report for the 2022-2023 fiscal year, determining students have sufficient instructional materials, school facilities are clean, safe, and functional, teachers have proper classroom assignments and certifications, and accuracy of the School Accountability Report Card.

FISCAL IMPACT:

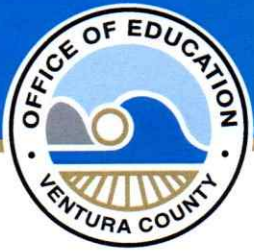
None

RECOMMENDATION:

No recommendation. It is a report which is required to be shared with the Board at a regular Board meeting.

ADDITIONAL MATERIALS:

Attached: [Oxnard ESD - 2022-23 Williams Annual Report Packet \(3 pgs\).pdf](#)



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

November 13, 2023

Ms. Veronica Robles-Solis
Governing Board President
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Veronica Robles-Solis:

Ventura County Office of Education has completed the annual Williams Settlement report for the 2022-23 fiscal year determining students have sufficient instructional materials, school facilities are clean, safe, and functional, teachers have proper classroom assignments and certifications, and accuracy of the School Accountability Report Card. The report is distributed to the school district governing board, County Board of Education, and County Board of Supervisors. In addition to the report, we have included a Williams Lawsuit Settlement summary.

We commend the school site staff and district administration for their commitment to ensure all students are provided with essential instructional materials and quality facilities that promote and encourage student learning.

Sincerely,

Dr. César Morales
County Superintendent of Schools

Attachments

cc: District Superintendent
District Williams Coordinator
District Chief Business Official
VCOE Deputy Superintendent

**Ventura County Office of Education
Williams Settlement Report
2022-23**

The County Superintendent of School is required by California Education Code Section 1240 to visit the schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

Instructional Materials - that all students, in grades TK-12, have standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment; and

Facilities - if there is any facility condition that poses an emergency or urgent threat to the health or safety of pupils or staff; and

School Accountability Report Card (SARC) - the school has provided accurate data for the annual school accountability report card related to sufficiency of instructional materials and safety, cleanliness, and adequacy of school facilities; and

Teacher Misassignments and Teacher Vacancies - monitoring and reviewing teacher misassignments and teacher vacancies.

School District/School	Instructional Materials	Facilities	SARC	Teachers Misassignments		Teacher Vacancies	
				Identified	Corrected	Identified	Resolved
Oxnard School District							
Dr. Manuel M. Lopez Academy	In Compliance	In Compliance	In Compliance	18	12	2	2

Ventura County Office of Education The Williams Lawsuit Settlement

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004 in which modified Education Code. The settlement focused on the state's lowest-performing schools, defined as those ranked in deciles 1, 2 and 3 of the Academic Performance Index (API) to form a list of schools subject to the Williams monitoring.

The Williams Settlement created an expanded role for the County Superintendent of Schools to monitor and report on low-performing schools by conducting annual visits to determine that students have access to sufficient instructional materials and buildings are safe, clean, and functional. In addition, to monitor teachers have proper classroom assignments and certifications and to verify the accuracy of School Accountability Report Cards (SARC). The information is compiled in an annual report to each district's governing board, the county board of education and the county board of supervisors.

The Ventura County Office of Education visits classrooms within the schools on Williams monitoring list within the first four weeks of school to determine that students have access to sufficient instructional materials. In addition, facility visitations to the same schools are conducted to determine whether the school facilities are safe, clean and functional.

The Williams Settlement also created requirements for all schools regardless of their decile placement. It established an annual board resolution regarding the sufficiency of instructional materials in the core subject areas within the first eight weeks of school. In addition, it requires a Uniform Complaint Procedure policy to identify and resolve complaints related to instructional materials, facility conditions, and teacher vacancies and misassignments. The regulation includes posting notices in each classroom notifying parents / guardians of the complaint process. The district boards must report quarterly all complaints received and the status of resolving the complaints to County Superintendent of Schools. Also required is an annual school facilities inspection to ensure that all schools are well maintained. The sufficiency of instructional materials, the condition of school facilities, and the status of teacher misassignments and vacancies is included on the SARC.

Additional Resources

California Department of Education

<https://www.cde.ca.gov/eo/ce/wc/>

California County Superintendents Educational Services Association (CCSESA)

<https://ccsesa.org/projects/williams-settlement-oversight/>

Ventura County Office of Education

<https://www.vcoe.org/School-Business-and-Advisory-Services/Williams-Lawsuit>

Williams Legislation

SB 6 and SB 550 (Statutes of 2004)

AB 1550, AB 3001, AB 2727 (Statutes of 2004)

AB 831 (Statutes of 2005)

SB 509 (Statues of 2011)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

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:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and 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: [Oxnard School District Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Anabolena DeGenna, Interim 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.

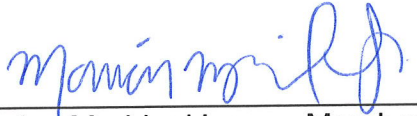
Unless amended by Board action, these approved signatures will be considered valid for the period of December 14, 2023 through June 30, 2024.

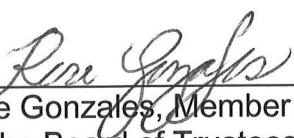
Date of Board Action: December 13, 2023 Signature: 
Dr. Anabolena DeGenna,
Interim Secretary to the
Board of Trustees

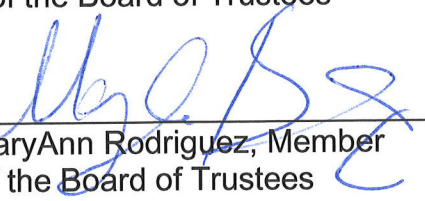
PART I

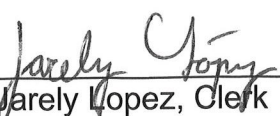
Signatures of Members of the Board

Signature: 
Veronica Robles-Solis, President
of the Board of Trustees

Signature: 
Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: 
Rose Gonzales, Member
of the Board of Trustees


Signature: 
MaryAnn Rodriguez, Member
of the Board of Trustees

Signature: 
Jarely Lopez, Clerk
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. Anabolena DeGenna
Title: Interim 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, all Documents Related to District Property or Acquiring Property, and All Documents Requiring the Signature of Secretary or Clerk.

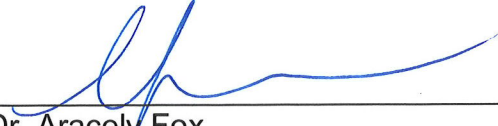
Signature: 
Dr. Natalia Torres
Title: Assistant Superintendent, Human Resources

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: 
Valerie Mitchell, MPPA
Title: Assistant Superintendent, Business and 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, Warrant Orders, and all Documents Related to District Property or Acquiring Property.


Page Three

Signature: 
Dr. Aracely Fox
Title: Acting Associate 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: 
Patricia Núñez
Title: Director of Fiscal Services

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: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of November 30, 2023 was 13,433. This is 673 less than the same time last year.

FISCAL IMPACT:

N/A

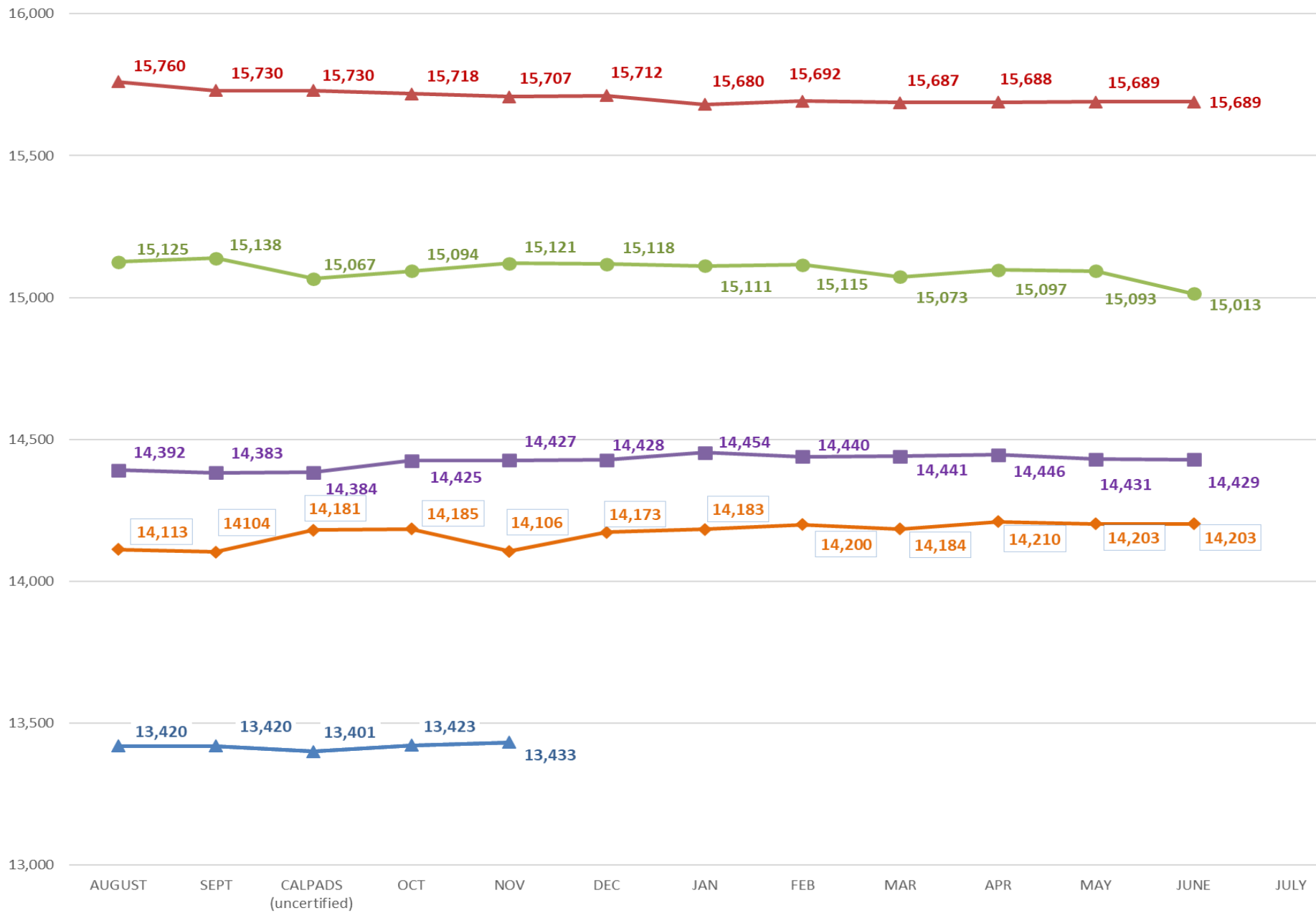
RECOMMENDATION:

Information only

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



▲ 2019-20 Actual
 ● 2020-21 Actual
 ■ 2021-22 Actual
 ◆ 2022-23 Actual
 ▲ 2023-24 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-05 (Mitchell /Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 11/03/2023 through 11/30/2023 for the 2023-2024 school year, for \$8,885,798.59.
2. There are no Draft Payments issued from 11/03/2023 through 11/30/2023, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-05 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-05 \(14 Pages\)](#)

Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00033	Calif Dept Of Educ	640	SUP	130-9320	682.50
NP24-00034	Calif Dept Of Educ	640	SUP	130-9320	1,037.40
NP24-00035	P And R Paper Supply Co	640	SUP	130-9320	600.00
NP24-00036	P And R Paper Supply Co	640	SUP	130-9320	4,991.86
NP24-00037	Calif Dept Of Educ	640	SUP	130-9320	97.50
NP24-00038	Amazon Com	640	MATL/SUP	130-9320	1,006.95
NP24-00039	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	5,910.66
P24-01821	Monterey Marriott	210	conf	010-5200	5,091.30
P24-02135	San Francisco Marriott Marquis Hotel	100	CSBA EAC Hotel Reservation	010-5200	3,959.50
				010-5220	1,979.75
				010-5223	1,979.75
				010-5224	1,979.75
				010-5225	1,979.75
P24-02606	WINSOR LEARNING INC	385	LCAP Goal 1.28 (Ed. Services)	010-5800	7,600.00
P24-02607	Really Good Stuff	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	157.22
P24-02608	Ventura Co Office Of Education	380	SERV (JM111710)	010-5100	46,000.00
				010-5800	25,000.00
P24-02609	Ventura Co Office Of Education	380	SERV (JM111710 - ASL SERVICES)	010-5100	63,500.00
				010-5800	25,000.00
P24-02610	Ventura Co Office Of Education	380	SERV (JN090409)	010-5800	22,000.00
P24-02611	Ventura Co Office Of Education	380	SERV (AC080310)	010-5100	12,000.00
				010-5800	25,000.00
P24-02612	Ventura Co Office Of Education	380	SERV (VC120515)	010-5800	33,200.00
P24-02613	Ventura Co Office Of Education	380	SERV (MP111618)	010-5800	63,500.00
P24-02614	Ventura Co Office Of Education	380	SERV (JV120313)	010-5100	46,000.00
				010-5800	25,000.00
P24-02615	Ventura Co Office Of Education	380	SERV (IH081410)	010-5800	16,000.00
P24-02616	Ventura Co Office Of Education	380	SERV (DP010810)	010-5100	21,000.00
				010-5800	25,000.00
P24-02617	Ventura Co Office Of Education	380	SERV (MA102113)	010-5100	27,600.00
				010-5800	25,000.00
P24-02618	Ventura Co Office Of Education	380	SERV (EG061410)	010-5100	16,500.00
				010-5800	25,000.00
P24-02619	Ventura Co Office Of Education	380	SERV (LJ071616)	010-5100	32,300.00
				010-5800	25,000.00
P24-02620	Ventura Co Office Of Education	380	SERV (JB080313)	010-5100	15,000.00
				010-5800	25,000.00
P24-02621	Ventura Co Office Of Education	380	SERV (DG052310)	010-5100	17,000.00
				010-5800	25,000.00
P24-02622	Ventura Co Office Of Education	380	SERV (SR112811)	010-5100	38,000.00
				010-5800	25,000.00

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02623	ALT BEHAVIOR STRATEGIES LLC db a/ABS KIDS	380	SERV (LCAP_2.09)	010-5100	275,000.00
				010-5800	25,000.00
P24-02624	Franklin Covey	380	SERV (LCAP 1.13)	010-5800	17,460.00
P24-02625	REALITY IMPROV CONNECTION INC.	385	SERV (LCAP 2.4)	010-5800	2,275.00
P24-02626	The Math Learning Center	345	T4/SERV (LCAP 1.05)	010-5800	1,000.00
P24-02627	MIGUEL VILLEGAS VENTURA	360	LCAP_3.01 (SUPP CONC/SERV)	010-5800	1,500.00
P24-02628	PRODIGY PEOPLE INC.	380	SERV (LCAP 2.09)	010-5100	475,000.00
				010-5800	25,000.00
P24-02629	Lakeshore Learning Materials	044	LCAP1_1.13_ MATERIALS & SUPPLIES	010-4300	251.11
P24-02630	CABINETPARTS.COM, INC.	630	Materials and Supplies	010-4300	161.35
P24-02631	Brainpop Com LLC	044	LCAP_1.24 ONLINE SUBSCRIPTONS, LICENSES, APPS	010-5818	3,795.00
P24-02632	Lakeshore Learning Materials	053	LCAP_1.24 Materials/Supplies-Instructional	010-4300	76.45
P24-02633	Newsela, Inc	044	LCAP_1.24 ONLINE SUBCRPTIONS	010-5818	1,856.00
P24-02634	United Refrigeration Inc	630	Equipment / Kamala, Curren	010-4400	2,145.45
P24-02635	ACSA/FEA	200	TRAV/CONF (SC - ASCA Neg Sym)	010-5200	649.00
P24-02636	HATCHING RESULTS LLC	385	LCAP_2.04 CONF. Hatching Results	010-5200	2,271.00
P24-02637	School Health Corporation	003	stores supplies	010-9320	415.15
P24-02638	PSI3G INC dba. PARTITION SPECI ALTIES INC	630	Professional Services / McKinna	010-5800	8,356.76
P24-02639	SALINAS & SONS ROOTER SERVICE	630	Plumbing Repair / Frank	010-5645	525.00
P24-02640	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Services / Kamala	010-5800	135.00
P24-02641	Dial Security	630	Professional Services / Panic Button	010-5800	163.00
P24-02642	CITY OF OXNARD	630	Fees / Rose Ave	010-5800	170.00
P24-02643	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Services / Curren	010-5800	4,980.00
P24-02644	EMBASSY SUITES PALM DESERT	385	CONF- Hotel Stay, ACSA Dr. Nocero	010-5200	613.20
P24-02645	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Chiller Leak Repair / Brekke	010-5632	5,235.00
P24-02646	SAN DIEGO MISSION BAY RESORT	200	TRAV/CONF (ACSA Neg Sym - SC)	010-5200	876.00
P24-02647	CABE	385	CABE Registration 2024 Annual Conference	010-5200	430.00
P24-02648	Hilton Anaheim	385	CONF- Hotel stay	010-5200	794.85
P24-02649	Monterey Marriott	200	TRAV/CONF (CSPCA - MM)	010-5200	565.70
P24-02650	Veritiv Operating Company	003	stores supplies	010-9320	19,237.40
P24-02651	PROFESSIONAL TUTORS OF AMERICA INC.	380	SERV (LCAP 1.13)	010-5100	125,000.00
				010-5800	25,000.00
P24-02652	Amazon Com	053	LCAP_1.24 Materials/Supplies	010-4300	198.82

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02653	Amazon Com	038	LCAP_1.13 MATL-SUPL (INST)-E. Uribe	010-4300	23.84
P24-02654	Amazon Com	038	LCAP_1.24 MATL-SUPL (INST)-E. Uribe	010-4300	40.57
P24-02655	Amazon Com	630	Materials and Supplies	010-4300	42.45
P24-02656	Amazon Com	630	Materials and Supplies	010-4300	196.40
P24-02657	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	703.58
P24-02658	Amazon Com	630	Materials and Supplies	010-4300	84.61
P24-02659	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	31.81
P24-02660	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	58.04
P24-02661	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	368.14
P24-02662	Amazon Com	630	Materials and Supplies	010-4300	321.71
P24-02663	Amazon Com	630	Materials and Supplies	010-4300	1,145.25
P24-02664	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	25.25
P24-02665	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instruction)	010-4300	122.00
P24-02666	ASPIRANET	380	SERV (LCAP 2.9)	010-5100 010-5800	1,475,000.00 25,000.00
P24-02667	Brookes Publishing Company	380	LCAP_1.13 BKS	010-4200	221.96
P24-02668	Ashton Awards Inc Aswell Troph y	056	LCAP_1.24_AR Trophies	010-4300	950.48
P24-02669	Lakeshore Learning Materials	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	236.96
P24-02670	AEP Connections, LLC	059	LCAP_1.13 Travel & Conference	010-5200	267.00
P24-02671	Lakeshore Learning Materials	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	229.36
P24-02672	School Life, div of ImageStuff	048	LCAP_1.24- MATLS/SUP (INCENTIVES)	010-4300	125.80
P24-02673	LABSOURCE, INC	003	stores supplies	010-9320	1,449.31
P24-02674	Laser Toner & Computer Supply	057	LCAP_1.24 Materials and Supplies	010-4300	1,092.50
P24-02675	Lakeshore Learning Materials	048	matl/supplies New Teacher - Jazmin Robles	010-4300	54.61
P24-02676	Amazon Com	055	LCAP_1.13_ matl/ supplies SPED	010-4300	99.52
P24-02677	Amazon Com	380	LCAP_1.30 Materials and Supplies for D. Vail	010-4300	153.89
P24-02678	Amazon Com	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	291.01
P24-02679	Ventura Co Office Of Education	056	LCAP_1.24_Library Literacy Day	010-5200	50.00
P24-02680	AMERICA'S TEACHING ZOO	048	LCAP_1.24 (SVC/FT)	010-5800	375.00
P24-02681	Amazon Com	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	231.30
P24-02682	Amazon Com	056	LCAP_1.24 Matl/Suppl	010-4300	110.78
P24-02683	Amazon Com	040	LCAP_1.06 MATL-SUPL	010-4300	265.38
P24-02684	Amazon Com	380	LCAP_1.30 MATLS/SUPPL(DEPT)	010-4300	5,530.66
P24-02685	Monterey Marriott	200	TRAV/CONF (ACSA - SC)	010-5200	565.70
P24-02686	AMERICA'S TEACHING ZOO	038	LCAP_1.24-SERV-instructional	010-5800	340.00
P24-02687	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	62.26

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02688	Amazon Com	048	matl/supplies New Teacher - Jazmin Robles	010-4300	241.43
P24-02689	Amazon Com	048	matl/supplies New Teacher - J. Robles	010-4300	30.35
P24-02690	Amazon Com	052	LCAP_1.24 - MATL/SUPL - Admin	010-4300	462.51
P24-02691	Amazon Com	380	LCAP_1.30_Matls/Suppl (Autism)	010-4300	3,099.26
P24-02692	ALVARO VENEGAS dba/ SWEAT III	050	T1/SERV (LCAP 2.2)	010-5800	56,000.00
P24-02693	Southwest School & Office Sup	003	stores supplies	010-9320	3,118.36
P24-02694	Taft Electric	610	Fremont Power Outage-GHC0052689	010-5455	81,025.03
P24-02695	ACSA/FEA	380	LCAP_1.30_ Travel & Conference	010-5200	849.00
P24-02696	TherapyNotes, LLC	385	LCAP_2.04 SERV (open PO)	010-5818	1,432.00
P24-02697	Facilitron, Inc.	380	LCAP_1.13/ CONF	010-5200	1,956.96
P24-02698	Perma Bound Books	050	LCAP_1.24 BOOK/REF MATL	010-4200	3,599.79
P24-02699	Brainpop Com LLC	038	LCAP_1.24-SFTWR/APPS-instruction al	010-5818	3,795.00
P24-02700	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,397.22
P24-02701	Ventura Co Office Of Education	054	LCAP_1.24-CONF-INSTRUCTIONAL	010-5200	50.00
P24-02702	Amazon Com	050	LCAP_1.24 BOOK/REF MATL	010-4200	32.27
P24-02703	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (ROOFING PROJ.-ESC)	140-6200	2,480.30
P24-02704	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (ROOFING PROJ.-SIERRA LINDA)	140-6200	2,413.40
P24-02705	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD- (ROOFING - EC/CHAVEZ/DRIFFILL)	140-6200	2,520.44
P24-02706	Ventura Co Office Of Education	040	LCAP_1.24 CONF/TRAV	010-5200	50.00
P24-02707	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	285.34
P24-02708	Amazon Com	320	matl/supplies - office	010-4300	99.06
P24-02709	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (BOOKS)	010-4200	287.72
P24-02710	Amazon Com	385	Books	010-4200	1,179.09
P24-02711	Amazon Com	660	MATL/SUPP	010-4300	362.08
P24-02712	SANTA BARBARA MUSEUM OF NATURA L HISTORY	050	LCAP_1.24 SERV (INST)	010-5800	200.00
P24-02713	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	39.49
P24-02714	Amazon Com	051	LCAP_1.24 MATERIALS/SUPPLIES (Instructional)	010-4300	91.86
P24-02715	United Airlines, Inc	200	TRAV/CONF (ACSA Airfare - MM)	010-5200	384.59
P24-02716	Uline	ERC	Supplies	010-4300	409.20
P24-02717	Lowe's	042	LCAP_1.24 MATL-SUPL	010-4300	239.26
P24-02718	PEEBEE & JAY PH	051	LCAP_1.24 MATERIALS/SUPPLIES	010-4300	190.11
P24-02719	Home Depot Inc	056	LCAP 1.24_Matl/Supp	010-4300	203.71
P24-02720	ACSA/FEA	380	LCAP_1.30_ Travel & Conference	010-5200	849.00
P24-02721	Ewing Irrigation Products Inc	042	LCAP_1.24 MATL-SUPL	010-4300	1,037.44
P24-02722	Chumash Indian Museum	051	LCAP_1.24 SERVICES (Instruction)	010-5800	768.00
P24-02723	Mathletic Performance, Inc.	355	LCAP_1.05 MATL- SUPL (MATH)	010-4300	3,217.49

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02724	Advanced Media Tech, Inc	004	LCAP_3.07_COMP EQUIP/ Board Room	010-4418	1,194.10
P24-02725	EMBASSY SUITES PALM DESERT	380	LCAP_1.30_Travel & Conference	010-5200	3,679.20
P24-02726	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	889.91
P24-02727	Amazon Com	044	LCAP-1.24_MATL	010-4300	349.39
P24-02728	Amazon Com	044	LCAP_1.24_MATL	010-4300	229.70
P24-02729	Amazon Com	044	LCAP_1.24_MATL.	010-4300	387.31
P24-02730	Amazon Com	044	LCAP_1.24_MATL.	010-4300	145.46
P24-02731	ACSA/FEA	380	LCAP_1.30_Travel & Conference	010-5200	1,698.00
P24-02732	Children's Museum of Santa Barbara, MOXI	044	LCAP_1.24 ENTRANCE FEES	010-5800	1,152.00
P24-02733	SANTA BARBARA MUSEUM OF NATURAL HISTORY	060	LCAP_1.24 Fieldtrip 5/9/24 1st grade level	010-5800	100.00
P24-02734	AG Designs 805 Inc.	044	LCAP_1.24 MATERIALS & SUPPLIES	010-4300	647.31
P24-02735	CN School & Office Sol, Inc Culler-Newlin	036	LCAP_1.6 (MATL/SUP-SUPP CONC)	010-4300	2,342.76
P24-02736	City Of Ventura Parks Administration	044	LCAP_1.24 ENTRANCE FEES FOR FIELD TRIP	010-5800	1,155.00
P24-02737	GREAT PACIFIC PUMPKINS	044	LCAP_1.24 ENTRANCE FEES	010-5800	476.00
P24-02738	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	345	LCAP_1.04_SERV_Title II (C4T4B)	010-5800	71,000.00
P24-02739	Walmart	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,000.00
P24-02740	Walmart	041	LCAP_2.04 Wellness Center - Frank	010-4300	1,000.00
P24-02741	COSTCO WHOLESALE CORPORATION	041	LCAP_2.04 Wellness Center - Frank	010-4300	993.75
P24-02742	Southwest Airlines	004	TRAV/CONF	010-5200	938.88
P24-02743	Lowe's	042	LCAP_1.24 MATL-SUPL	010-4300	332.71
P24-02744	CN School & Office Sol, Inc Culler-Newlin	650	EQUIP (FURNITURE - PURCHASING)	010-4400	6,293.20
P24-02745	Amazon Com	059	LCAP_1.13 (Books other than Textbooks)	010-4200	32.25
P24-02746	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	34.02
P24-02747	Amazon Com	032	LCAP_1.24 MATL-SUPL	010-4300	45.89
P24-02748	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4200	596.01
P24-02749	Amazon Com	630	Grounds Materials and Supplies	010-4300	242.41
P24-02750	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	89.28
P24-02751	Amazon Com	630	Materials and Supplies	010-4300	192.35
P24-02752	Amazon Com	630	Materials and Supplies	010-4300	53.68
P24-02753	Amazon Com	059	matl/supplies New Teacher - Rosy Barragan	010-4300	274.50
P24-02754	Amazon Com	059	mat/supplies New Teacher - Rosy Barragan	010-4300	83.15
P24-02755	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	148.31
P24-02756	Walmart	032	LCAP_1.24 MATL-SUPL	010-4300	500.00

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02757	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Services/ Fire Inspections Fremont	010-5800	129.00
P24-02758	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-A.FRANCO)	010-5100	5,187.50
P24-02759	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-D. GEBHARDT)	010-5100	14,700.00
P24-02760	Ferguson Enterprises Inc	630	Plumbing Equipment	010-4400	1,872.74
P24-02761	Dial Security	630	professional Services / Marshall	010-5800	1,382.01
P24-02762	CITY OF OXNARD FIRE RECOVERY U SA, LLC	630	Professional Service/ Fire Inspection/ S Mig, Rit	010-5800	230.00
P24-02763	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Service/ Ritchen	010-5800	1,820.00
P24-02764	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J.AREVALO)	010-5100	10,500.00
P24-02765	CANON SOLUTIONS AMERICA INC	655	Materials and Supplies	010-4300	1,741.28
P24-02766	Demco Inc	032	LCAP_1.24 MATL-SUP (INST)	010-4300	134.36
P24-02767	PENNSYLVANIA RADIANT PROD INC PENN RADIANT	003	MTLS/SUP (PARTS FOR HEATER)	010-4300	1,073.25
P24-02768	Franklin Covey	380	LCAP_1.13 Materials for Training	010-4300	30,718.37
P24-02769	School Datebooks	041	LCAP_1.24 (MATL-SUP)	010-4300	4,949.61
P24-02770	CABINETPARTS.COM, INC.	630	Materials and Supplies	010-4300	303.73
P24-02771	Coast To Coast Computer Prod	044	LCAP_1.24_MATL	010-4300	2,403.50
P24-02772	Cengage Learning, Inc	041	LCAP_1.29 Textbooks & Inst. Materials - Frank	010-4100	8,372.54
P24-02773	GOBULK.COM	320	LCAP_1.18_COMP SUP (Earbuds) ELPAC Testing	010-4300	4,654.05
P24-02774	Ventura Co Office Of Education	032	LCAP_1.24-CONF-ADMIN	010-5200	125.00
P24-02775	Ventura Co Office Of Education	032	LCAP_1.24-CONF-INST	010-5200	625.00
P24-02776	CUMMINS PACIFIC, LLC	620	LCAP_4.04 REPR-SUPL	010-5632	974.47
P24-02777	Office Depot Bus Ser Div	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	53.90
P24-02778	Office Depot Bus Ser Div	032	LCAP_1.24 MATL-SUPL	010-4300	2,986.20
P24-02779	HOME COUNTY PIZZA INC DOMINO'S PIZZA	054	LCAP_1.24-Matl/sup-instructional	010-4300	500.00
P24-02780	Office Depot Bus Ser Div	320	LCAP_1.18_Mat/Sup ELPAC Testing	010-4300	829.48
P24-02781	School Life, div of ImageStuff	048	LCAP_1.24- MATLS/SUP (INCENTIVES)	010-4300	97.29
P24-02782	SANTA BARBARA MUSEUM OF NATURAL HISTORY	048	LCAP_1.24 (SVC/FT)	010-5800	150.00
P24-02783	Amazon Com	655	MTLS/SUPPLIES	010-4300	178.02
P24-02784	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-P. ROSENTHAL)	010-5100	15,400.00
P24-02785	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-A.GUTIERR EZ)	010-5100	39,050.00
P24-02786	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-MIRANDA)	010-5800	25,000.00
P24-02786	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-MIRANDA)	010-5100	32,750.00
P24-02786	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-MIRANDA)	010-5800	25,000.00
P24-02787	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-B.HURD)	010-5100	64,050.00

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Includes Purchase Orders dated 11/03/2023 - 11/30/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02788	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-C. LOPEZ)	010-5100 010-5800	42,550.00 25,000.00
P24-02789	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-C. CABRERA)	010-5100	64,050.00
P24-02790	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-C. GODINA)	010-5100	70,000.00
P24-02791	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-D. SALAS)	010-5100	55,650.00
P24-02792	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-E.EQUIHUA)	010-5100	64,050.00
P24-02793	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-E.HOLMBO M)	010-5100	65,100.00
P24-02794	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-E.FLORES)	010-5100	71,050.00
P24-02795	Every Special Child LLC	380	LCAP_2.09_SERV(RSP-H.COLLINS)	010-5100	125,280.00
P24-02796	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J.GARCIA)	010-5100	71,050.00
P24-02797	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J.CISNERO S)	010-5100	69,650.00
P24-02798	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J.REA)	010-5100	71,050.00
P24-02799	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J. OLVERA)	010-5100	61,950.00
P24-02800	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J. LOPEZ DAVILA)	010-5100	64,050.00
P24-02801	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J. VAZQUEZ)	010-5100	64,050.00
P24-02802	Every Special Child LLC	380	LCAP_2.09_SERV (PARA-J.SANCHEZ)	010-5100	68,250.00
P24-02803	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-K. SCHAUER)	010-5100	70,350.00
P24-02804	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-K.ENCISO)	010-5100	65,800.00
P24-02805	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-K.CANO)	010-5100	58,450.00
P24-02806	Every Special Child LLC	380	LCAP_2.09_SERV (PARA-M.FAKHURI)	010-5100	70,700.00
P24-02807	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-M.DE LA LUZ SAPIEN)	010-5100	66,850.00
P24-02808	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-N. ROBLES)	010-5100	64,050.00
P24-02809	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-N.RODRIG UEZ)	010-5100	64,050.00
P24-02810	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-O.MARCHE NKO)	010-5100	58,450.00
P24-02811	Every Special Child LLC	380	LCAP_2.09_SERV (M/M-R. BRATTEN)	010-5100	133,920.00
P24-02812	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-R. MENDOZA)	010-5100	71,050.00
P24-02813	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-R. ALVARADO)	010-5100	71,050.00
P24-02814	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-R. GUERRERO)	010-5100	71,050.00
P24-02815	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-S. CABRERA)	010-5100	64,050.00

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P24-02816	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-S. MORA)	010-5100	71,050.00
P24-02817	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-T.THORNBURG)	010-5100	71,050.00
P24-02818	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-V.GONZALEZ)	010-5100	56,000.00
P24-02819	Every Special Child LLC	380	LCAP_2.09_SERV(PARA- Y.LOPEZ	010-5100	71,050.00
P24-02820	Every Special Child LLC	380	LCAP_2.09_SERV(PARA- Y.SIERRA)	010-5100	71,050.00
P24-02821	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-Y.GOMEZ)	010-5100	64,050.00
P24-02822	Every Special Child LLC	380	LCAP_2.09_SERV(PARA- Y.TAYLOR)	010-5100	71,050.00
P24-02823	Amazon Com	315	LCAP_1.06 Material and Supplys	010-4300	142.25
P24-02824	Amazon Com	051	LCAP_1.06 MATERIALS/SUPPLIES (Instructional)	010-4300	268.30
P24-02825	Amazon Com	315	LCAP_1.06 Material And Supplies SORIA ASP	010-4300	107.98
P24-02826	Amazon Com	315	LCAP_1.06 Material & Supply Frank ASP Sports	010-4400	1,490.09
P24-02827	Amazon Com	300	SUP/MLT	010-4300	844.17
P24-02828	Amazon Com	042	LCAP_1.24 MATL-SUPL	010-4300	249.12
P24-02829	Amazon Com	038	LCAP_2.04-Wellness Center-Parent Participation	010-4300	341.55
P24-02830	Amazon Com	360	LCAP_3.01-Supplies	010-4300	127.04
P24-02831	Amazon Com	360	LCAP_3.01-Supplies	010-4300	52.10
P24-02832	Amazon Com	057	LCAP_1.24 Materials and Supplies - office	010-4300	578.78
P24-02833	POSITIVE ADVENTURES LLC	315	SERV/ELOP (LCAP_1.6)	010-5100 010-5800	699,891.00 25,000.00
P24-02834	Lexia Learning Systems LLC	360	T3/SERV (LCAP_1.22)	010-5818	2,000.00
P24-02835	Curriculum Associates Inc	360	LCAP_1.10 (T3/SERV)	010-5800	6,000.00
P24-02836	Ventura Co Overhead Door Co	630	DEF MAINT/BLDG (REPLACE FIRE CURTAINS @ MCA)	140-6200	24,990.00
P24-02837	GLENDA C. MAHON dba ACTION PRE PAREDNESS TRAIN	610	SERV/SAFETY CREDITS	010-5800	7,000.00
P24-02838	River Ridge Golf Club	100	Board Retreat 11/04/2023	010-5800	763.50
P24-02839	Calif Assn Of Latino Supt & Ad	100	CALSA Focus on Results	010-5200	875.00
P24-02840	CABE	048	LCAP_1.24 - TITLE III- CONF	010-5200	5,580.00
P24-02841	CUE, INC	315	LCAP_1.20 CONF (TOSA)	010-5200	359.00
P24-02842	School Health Corporation	385	MAT/SUP- Ambco AC Adapter	010-4300	56.65
P24-02843	Spicers Paper Inc	655	Materials and Supplies	010-4300	756.56
P24-02844	CASBO	620	LCAP_4.04 CASBO 2024 ANNUAL CONFERENCE	010-5200	900.00
P24-02845	NEX SJ LLC SIGNIA BY HILTON SA N JOSE	100	Hotel Conference	010-5200	482.73
P24-02846	California School Boards Assoc	100	CSBA 2024 Coast2Coast	010-5220 010-5224 010-5225	964.00 964.00 964.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02847	The Mayflower Hotel	100	Coast2Coast Hotel	010-5220	1,907.38
				010-5224	1,907.38
				010-5225	1,907.38
P24-02848	Lowe's	360	LCAP_ 3.01 MATL-SUPL	010-4300	500.00
P24-02849	Foundation for California Community College	315	LCAP_ 1.06 (ELOP/SERV)	010-5800	50,000.00
P24-02850	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	315	LCAP_ 1.06 CONF All Staff PD	010-5800	6,599.05
P24-02851	Amazon Com	380	LCAP_ 1.30 MATLS/SUPPL(DEPT)	010-4300	267.19
P24-02852	Amazon Com	053	LCAP_ 1.24 Materials/Supplies	010-4300	98.44
P24-02853	Amazon Com	380	LCAP_ 1.30 Materials and Supplies for Shannon Moua	010-4300	101.46
P24-02854	Amazon Com	040	LCAP_ 1.24 MATL-SUPL	010-4300	387.45
P24-02855	Amazon Com	380	LCAP_ 1.30 Materials & supplies for	010-4300	94.07
P24-02856	Amazon Com	380	LCAP_ 1.13 Materials & supplies for Frank M/S	010-4300	715.18
P24-02857	Amazon Com	053	LCAP_ 1.24- Materials/Supplies	010-4300	266.30
P24-02858	Amazon Com	040	LCAP_ 1.24 MATL-SUPL/ PARENT ENGAGEMENT	010-4300	285.53
P24-02859	Amazon Com	300	LCAP_ 1.20 INSTRUCTIONAL SUPPORTMTLS - TOSAs	010-4200	685.09
P24-02860	Amazon Com	060	L.CAP_ 1.24 MATL/SUP-Ins. Ms. Heaton	010-4300	68.01
P24-02861	Amazon Com	044	LCAP_ 1.24 MATERIALS & SUPPLIES	010-4300	189.61
P24-02862	Amazon Com	040	LCAP_ 1.24 MATL-SUPL/ATTENDANCE PROGRAM	010-4300	239.28
P24-02863	Amazon Com	053	LCAP_ 1.24- Materials/Supplies-Instructional	010-4300	180.39
P24-02864	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_ 2.09 SERV (PARAEDUCATORS)	010-5100	595,848.00
P24-02865	Every Special Child LLC	380	LCAP_ 2.09_SERV(PARA-J.BOATRIG HT)	010-5100	49,350.00
P24-02866	Every Special Child LLC	380	LCAP_ 2.09_SERV (RSP-B.NEVERSON)	010-5100	12,240.00
P24-02867	Every Special Child LLC	380	LCAP_ 2.09_SERV (PARA-J. BUTTERFIELD)	010-5100	49,000.00
P24-02868	Ahern Rentals	300	Rental/Leases- LCAP 3.01	010-5600	437.22
P24-02869	Ventura Co Office Of Education	380	LCAP_ 1.13 SERV (HEARING TEST-EVAL)	010-5800	180.00
P24-02870	Maxim Healthcare Services Inc dba/Maxim Staffing Solutions	380	LCAP_ 2.09 SERV (SLP)	010-5100	643,800.00
				010-5800	15,000.00
P24-02871	Amazon Com	057	LCAP_ 1.13 Materials and Supplies - Cerio	010-4300	268.80
P24-02872	Amazon Com	060	LCAP_ 1.24 MATL/SUP- Ms. Pascual	010-4300	157.12
P24-02873	Amazon Com	036	LCAP_ 1.24_ MATL-SUPL (INST)	010-4300	248.51

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02874	Amazon Com	036	LCAP_1.24_MATL-SUPL (INST)	010-4300	140.76
P24-02875	Amazon Com	060	LCAP_1.24 MATL/SUP-Inst. Ms. Gonzalez	010-4300	238.09
P24-02876	Amazon Com	036	LCAP_1.24_MATL-SUPL (INST)	010-4300	115.05
P24-02877	Amazon Com	060	LCAP_1.24 MATL/SUP-Inst. Ms. Valle	010-4300	199.26
P24-02878	Amazon Com	036	LCAP_1.24_books (INST)	010-4200	632.47
P24-02879	Amazon Com	060	LCAP_1.24 MATL/SUP-Inst. Ms. Hammel	010-4300	191.34
P24-02880	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 NIGHT CUST UNIF-A.TEMPLE)	010-5800	119.31
P24-02881	MNS ENGINEERS INC.	630	BOND/SURVEY (FRE RECONST)	215-6140	64,000.00
P24-02882	J.O. NELSON CONSULTING LAND SU RVEYORS INC.	630	BOND/SURVEY (ROSE AVE ECDC)	215-6140	8,101.00
P24-02883	MNS ENGINEERS INC.	630	BOND/SURVEY (MW ECDC PROJECT)	350-6140	17,000.00
P24-02884	TETRA TECH INC	630	BOND/CEQA AVCS (FRE RECONST)	215-6171	5,500.00
P24-02885	TETRA TECH INC	630	BOND/CEQA AVCS (MW ECDC PROJ)	350-6171	5,200.00
P24-02886	TETRA TECH INC	630	BOND/CEQA AVCS (ROSE AVE ECDC PROJ)	215-6171	5,200.00
P24-02887	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/GEOTECH SVCS (ROSE AVE ECDC PROJ)	215-6280	14,100.00
P24-02888	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/GEOTECH SVCS (FRE RECONST)	215-6280	20,100.00
P24-02889	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	630	BOND/GEOTECH SVCS (M WEST ECDC PROJ)	350-6280	19,800.00
P24-02890	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02891	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02892	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02893	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02894	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02895	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02896	LA LIBRERIA INC	345	LCAP_1.04_Books other than textbooks_LCFF	010-4200	5,724.00
P24-02897	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	1,425.98
P24-02898	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	2,911.01
P24-02899	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	1,638.56
P24-02900	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	818.80

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-02901	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	2,256.33
P24-02902	Amazon Com	315	LCAP_1.06 ASP COUNSELORS SUPPLY/MATERIAL	010-4300	2,275.90
P24-02903	Amazon Com	315	LCAP_1.06 MATERIAL/SUPPLY FRANK SPIRIT SQUAD	010-4300	214.44
P24-02904	Amazon Com	315	LCAP_1.06 MATERIAL/SUPPLYS FRANK STEAM LAB	010-4300	3,254.58
P24-02905	Children's Museum of Santa Barbara, MOXI	056	LCAP_1.24_Entrance fee-Moxi 1st grade	010-5800	720.00
P24-02906	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	54.60
P24-02907	Children's Museum of Santa Barbara, MOXI	055	LCAP_1.24_MOXI MUSEUM FIELDTRIP ON 02/26/24	010-5800	540.00
P24-02908	Children's Museum of Santa Barbara, MOXI	055	LCAP_1.24_MOXI MUSEUM FIELDTRIP 02/05/23	010-5800	600.00
P24-02909	Lakeshore Learning Materials	052	LCAP_1.24 - MATL/SUPL	010-4300	91.74
P24-02910	Lakeshore Learning Materials	060	L.CAP_1.24 MATL/SUP-Ins. Ms. Laski	010-4300	221.73
P24-02911	Ashton Awards Inc Aswell Trophy	055	LCAP_1.24_GOLD & SILVER MEDAL CERTS	010-4300	19.12
P24-02912	SMART AND FINAL-C.I. BLVD	056	LCAP_1.24_Open order/ supplies	010-4300	179.72
P24-02913	Lakeshore Learning Materials-V	066	LCAP_1.24 MATL/SUP-Instructional (L. Diaz)	010-4300	285.00
P24-02914	COSTCO WHOLESALE CORPORATION	060	LCAP_1.24 MATL/SUP-Ins. Open P.O. 2023-2024	010-4300	1,638.75
P24-02915	Walmart	060	MATL/SUP-Inst. Open P.O. for 2023-24	010-4300	218.50
P24-02916	Amazon Com	003	STORES- PPE SUPPLIES (CLOROX WIPES)	010-4300	3,611.79
P24-02917	ESGI, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-5818	702.00
P24-02918	GENESIS FLOOR COVERING INC	630	Def. Maint/Prof Service/ Sierra Linda	140-5800	9,353.33
P24-02919	N2Y	380	LCAP_1.30_Software/Lic. Applications	010-5818	7,874.55
P24-02920	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 EQUIP (STORAGE CABINET)	010-4400	2,046.26
P24-02921	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 EQUIP (STORAGE CABINET)	010-4400	2,046.26
P24-02922	Petroleum Telecom Inc DBA Telecom	044	LCAP_1.24	010-4300	383.37
P24-02923	ESGI, LLC	055	LCAP_1.24_ESGI 12MONTH LICENSE	010-5818	702.00
P24-02924	TRI-COUNTY OFFICE FURNITURE	315	LCAP_1.06 MATERIAL AND SUPPLY	010-4300	660.97
P24-02925	Amazon Com	610	Ergonomic Materials and Supplies	010-4300	156.31
P24-02926	Amazon Com	038	LCAP_2.04 Wellness Center-PBIS-CalmingKitsGuillen	010-4300	715.88
P24-02927	Amazon Com	630	Materials and Supplies / Dana Miller	010-4300	45.82
P24-02928	Amazon Com	630	Materials and Supplies	010-4300	393.17
P24-02929	Amazon Com	630	Custodial Materials and Supplies	010-4300	343.43

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P24-02930	Amazon Com	385	MAT/SUP Pill Counting Tray with Spatula	010-4300	224.14	
P24-02931	Amazon Com	630	Grounds Materials and Supplies	010-4300	597.43	
P24-02932	OLD NEW YORK BAGEL & DELI CO I NC.	380	LCAP_1.13/ MTLs & SUPL	010-4300	5,117.00	
P24-02933	GENESIS FLOOR COVERING INC	630	Def Maint / Build Improve / EC	140-6200	37,363.94	
P24-02934	AMERICAN BUILDING COMFORT SERV ICES, INC	630	ELOP/PROF SERVE/BLDG (ELOP BLDG)	010-5800	992.55	
P24-02935	SCHOOL TECH SUPPLY	004	LCAP_1.07_Repair	010-5618	152.39	
P24-02936	SCHOOL TECH SUPPLY	630	Computer Equipment / Dana Miller	010-4418	2,320.46	
P24-02937	Maad Graphics	056	LCAP_1.24_Intervention/Support Incentives	010-4300	3,229.43	
P24-02938	American Speech Language Hearing Assoc.	380	LCAP_1.30 PD material for Alex Ford	010-4200	581.43	
P24-02939	Super Duper Inc	380	LCAP_1.30 Materials & Supplies for Melissa Chapman	010-4300	162.84	
P24-02940	SCHOOL TECH SUPPLY	004	LCAP_1.07_Repair	010-5618	2,082.03	
P24-02941	Affordable Tables And Chairs	360	LCAP_3.01 RNTL	010-5600	400.00	
P24-02942	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	200	MATL/SUPP (Recruitment)	010-4300	431.54	
P24-02943	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	LCAP_1.24_ AVID GEAR	010-4300	2,556.45	
P24-02944	Brainpop Com LLC	036	LCAP_1.24_SERV (INST)	010-5818	3,605.25	
P24-02945	CASBO	660	CASBO 2024 ANNUAL CONFERENCE & CA SCH. BUS. EXPO	010-5200	900.00	
P24-02946	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	LCAP_1.24_ AVID GEAR	010-4300	196.65	
P24-02947	Amazon Com	055	LCAP_1.24 MATL-SUPL	010-4300	1,393.83	
P24-02948	Home Depot Inc	610	DO Materials and Supplies	010-4300	303.70	
P24-02949	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	105.37	
				010-4318	61.98	
P24-02950	Amazon Com	630	Materials and Supplies	010-4300	1,740.93	
P24-02951	Amazon Com	055	LCAP_1.24_ SUPPLIES FOR SPED	010-4300	279.94	
P24-02952	Amazon Com	055	LCAP_1.24_ CHAMPS ORDER	010-4300	556.58	
P24-02953	Amazon Com	660	MATL/SUPP	010-4300	259.91	
P24-02954	Amazon Com	057	LCAP_1.24 Materials and Supplies - Wortman	010-4300	745.95	
P24-02955	Amazon Com	057	LCAP_1.24 Materials and Supplies Wortman	010-4300	74.77	
P24-02956	SMART AND FINAL-C.I. BLVD	003	stores supplies	010-9320	388.41	
Total Number of POs				360	Total	8,885,798.59

Fund Recap

Fund	Description	PO Count	Amount
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Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	338	8,633,349.31
130	CAFETERIA FUND	7	14,326.87
140	DEFERRED MAINTENANCE FUND	6	79,121.41
215	BOND FUND MEASURE I 2022	6	117,001.00
350	COUNTY SCHOOL FACILITY FUND	3	42,000.00
		Total	8,885,798.59

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-01685	42,624,487.44	215-6270	BOND FUND MEASURE I 2022/MAIN BUILDING CONTRAC	711,928.04
P23-03244	409,553.66	010-5570	GENERAL FUND/UTILITIES TRASH	33,149.23-
P24-00054	3,132.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	648.00-
P24-00056	1,500.00	010-5570	GENERAL FUND/UTILITIES TRASH	431.06
P24-00192	48,180.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P24-00247	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P24-00329	2,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P24-00580	109,060.36	350-5800	COUNTY SCHOOL FACILITY FUND/PROFESSIONAL/CON	64,060.36
P24-00770	4,370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,092.50
P24-00905	3,920.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,177.51
P24-01336	6.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.70-
P24-01688	186.81	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	108.22-
P24-01852	153.68	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	38.16-
P24-01918	963.67	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	468.21
P24-01979	963.67	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	468.21
P24-02134	137,037.84	215-4300	BOND FUND MEASURE I 2022/MATERIALS AND SUPPLIE	16.29-
P24-02241	414.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	88.29
P24-02358	989.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.78-
P24-02367	257.03	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	34.74
P24-02382	214.59	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	64.07
P24-02455	159.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.01
P24-02466	469.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	59.61
P24-02471	109.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.60
P24-02478	121.62	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	6.78-
P24-02564	754.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.19-
			Total PO Changes	753,327.86

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Annual and Five–Year Developer Fee Report (Mitchell/Núñez)

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 2017-2018 fiscal year through the 2022-2023 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board accept the Developer Fee Report for 2017-2018 through 2022-2023 fiscal years.

ADDITIONAL MATERIALS:

Attached: [2022-23 Annual & Five-Year School Facilities Fee Report \(41 pages\)](#)

OXNARD SCHOOL DISTRICT



2022-2023 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2017-2018 Through 2022-2023

Board Meeting: December 13, 2023

Presented by:
Valerie Mitchell, MPPA
Assistant Superintendent, Business & Fiscal Services
and
Patricia Núñez
Director of 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 2017-2018 through fiscal year 2022-2023.

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 and Fiscal Services at (805) 385-1501, ext. 2401.

OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2023

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$174,002
Cumulative Receipts through June 30, 2022	\$59,015,873
Total Funds Available	\$59,015,873
Cumulative Expenditures through June 30, 2023	\$50,460,817
Ending Fund Balance as of June 30, 2023	\$8,555,056

Developer Fee Summary	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total
Beginning Balance	6,424,423.68	7,727,274.15	8,564,859.81	6,341,495.67	7,491,647.68	7,841,160.24	Cumulative
REVENUE:							
Interest	92,151.62	183,183.30	165,355.60	38,088.30	28,744.84	207,087.84	4,136,958.72
Developer Fees	1,437,783.19	709,891.14	585,920.72	608,255.47	147,125.58	546,384.63	21,630,794.35
Developer Fees - NCSP(Pfieler)							8,193,683.14
Developer Fees - SB50							2,132,081.67
Donations							959.63
Redevelopment Agency Taxes	444,285.26	476,886.62	541,569.87	655,061.70	593,936.19	679,960.83	6,711,076.67
Transfer for COP pymt/Haydock Gym							337,371.00
Development Fees-NWGSP							1,539,600.00
Mitigation Agreement- 5th & Patterson							2,853,512.25
Mitigation Agreement- Mandalay							1,500,000.00
Settlement Agreement-Seabridge 2/6/19		150,000.00					150,000.00
Miscellaneous	81,247.40					110.00	9,655,833.31
Total Revenue	2,055,467.47	1,519,961.06	1,292,846.19	1,301,405.47	769,806.61	1,433,543.30	59,015,872.75
EXPENSES:							
COP Debt Payment	474,510.00	482,429.94	3,355,994.72	-	279,999.55	575,452.08	10,680,571.16
RDA (Hero Project)							1,629,207.92
Fire/Alarm Upgrade							628,868.06
Needs Analysis/Legal	13,580.00	7,631.89	13,412.19	3,780.00	6,654.93		924,456.36
Refund of Developer Fees							3,785.78
CSR Expenses							1,578,040.50
Tele-Communication upgrade	84,056.00						1,430,920.43
iPad Deployment							10,273,746.59
P2P Preliminary Costs							1,715,290.46
Waiver Portables							36,959.62
Juan Soria School							5,445,488.22
Interim School							3,889.68
Seabridge Site	575.00	(575.00)					2,430,741.05
Teal Club							4,000.00
Curren	2,934.00						1,037,971.47
Driffill							236,536.89
Elm							385,752.33
Frank	54,637.00	57,373.00	57,373.00	57,373.00	57,373.00	57,566.00	1,990,803.86
Fremont	6,287.00	6,602.00	6,602.00	6,602.00	6,602.00	6,602.00	1,106,896.81
Harrington							98,685.97
Lopez	47,851.00	52,490.00	54,614.00	54,614.00	54,614.00	53,886.00	1,355,109.80
Chavez							966,419.20
Kamala							352,880.09
Lemonwood	13,530.00	39,976.25					315,178.97
Marina West							625,317.96
McAuliffe	11,523.00	10,650.40	10,636.80	10,636.80	10,636.80	9,750.40	225,456.60
Marshall							1,069,289.97
McKinna							274,633.09
Ramona							18,356.26
Brekke							275,298.48
Rose							163,186.34
San Miguel							290,324.70
Sierra Linda							437,021.97
Ritchen							76,559.83
Administrative Fees	43,134.00	25,796.73	17,577.62	18,247.66	4,413.77	16,391.53	1,183,667.62
Reinstate for Portable Costs is Bond Fund							1,189,503.00
Total Expenditures	752,617.00	682,375.21	3,516,210.33	151,253.46	420,294.05	719,648.01	50,460,817.04
Ending Balance	7,727,274.15	8,564,860.00	6,341,495.67	7,491,647.68	7,841,160.24	8,555,055.71	8,555,055.71
							-
							581,000.00
							4,323,856.19

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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July 2022~

RESIDENTIAL

07/13/22	Saul Aguilar	1430 Tehama Street	5810	183-0-332-245	528	ADU	1,668.48			
07/14/22	Abel Verdian	2421 El Cajon Way	5740	186-0-011-180	272	Addition	859.52			
07/15/22	Chinh Lai	2160 Gershwin Pl	1920	220-0-252-125	942	Addition		2,976.72		
07/20/22	Francisco Sanchez	841 Devilfish Dr.	5670	185-0-081-015	412	ADU	1,301.92			

COMMERCIAL

Sub Total July 2022							3,829.92	2,976.72	0.00	
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Fees Exempt AB181 For July	3,829.92
Fees Paid AB181 For July	2,976.72
Fees Paid SB50 For July	-

Fees Exempt AB181 To Date:	3,829.92
Fees Paid AB181 To Date:	2,976.72
Fees Paid SB50 To Date:	-

August 2022~

RESIDENTIAL

08/03/22	Many Mansions	217 E. Sixth Street	2700	201-0-213-110	40832	New		129,029.12		
08/05/22	Sal Sardo	3946 Harbour Island Ln	7800	188-0-300-175	103	Addition	325.48			
08/22/22	Benjamin Garcia	148 S. Hayes Ave.	2645	201-0-114-120	1,768	New		5,586.88		
08/23/22	Josefina Zamora	1326 W. Poplar Street	4450	205-0-195-045	957	ADU		3,024.12		
08/24/22	MSI Construction/ Richard Vasso	2024 Napoli Dr.	7900	188-0-015-195	3,131	New		9,893.96		

COMMERCIAL

08/03/22	Many Mansions	217 E. Sixth Street	2700	201-0-213-110	3,191	New		1,014.74		
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Sub-Total August 2022							325.48	148,548.82	0.00	
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Fees Exempt AB181 For August	325.48
Fees Paid AB181 For August	148,548.82
Fees Paid SB50 For August	-

Fees Exempt AB181 To Date:	4,155.40
Fees Paid AB181 To Date:	151,525.54
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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SEPTEMBER 2022 ~

RESIDENTIAL

09/13/22	Aujel & Jullien Gillen	622 Glenwood Drive	3070	200-0-172-225	749	ADU	2,366.84			
09/13/22	Howard Campbell	5021 Coral Way	8745	191-0-112-355	2,210	New		6,983.60		
09/14/22	Danny Lemos/Becky Lemos	1820 Gallatin Pl	5350	181-0-053-015	462	ADU	1,459.92			
09/15/22	Jim Sandefer Construction/Voss Group	941 Mandalay Beach Road	8720	191-0-051-355	5,636	New		17,809.76		
09/23/22	Silverio Garcia	112 W. Fir Ave., Oxnard, CA	3620	203-0-222-200	900	New		2,844.00		
09/23/22	Aldersgate Construction, Inc.	317; 319; 321 North F Street	3260	200-0-291-345	18,231	New		57,609.96		
09/23/22	Eric Manriquez	1009 W. Doris Ave.	4130	200-0-172-290	700	ADU	2,212.00			
09/23/22	Jrobert Hildebrandt/JTAP Construction	1320 Bluebell St.	4065	139-0-094-055	992	ADU		3,134.72		
09/27/22	Harry Lathrop	2311 Peninsula Road	7910	188-0-047-055	3,280	New		10,364.80		

COMMERCIAL

Sub-Total September 2022	\$104,785.60						6,038.76	98,746.84	0.00	0.00
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Fees Exempt AB181 For September	6,038.76
Fees Paid AB181 For September	98,746.84
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	10,194.16
Fees Paid AB181 To Date:	250,272.38
Fees Paid SB50 To Date:	-

OCTOBER 2022~

RESIDENTIAL

10/04/22	Jose Garcia/ JBGR Investments, LLC	434 Magnolia Ave.	3270	202-0-045-020	959	ADU		3,030.44		
10/07/22	Arturo Sepulveda	171 W. Iris St.	2611	201-0-062-080	656	ADU	2,072.96			
10/11/22	Howard Smuckler/Related Const. Inc.	5325 Wavcrest Way	8725	191-0-082-065	793	Addition		2,505.88		
10/18/22	Erika Medina	1021 Oarfish Ln	6580	185-0-022-025	805	ADU		2,543.80		
10/25/22	Benjamin/Sarah Golemon	5025 Oceanaire St.	8770	191-0-155-015	704	Addition		2,224.64		
10/31/22	Antonio Diaz	1240 Maria Way Oxnard, CA	2143	215-0-040-595	527	ADU	1,665.32			

COMMERCIAL

Sub Total October 2022	\$14,043.04						3,738.28	10,304.76	0.00	0.00
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Fees Exempt AB181 For October	3,738.28
Fees Paid AB181 For October	10,304.76
Fees Paid SB50 For October	0.00
	0.00

Fees Exempt AB181 To Date:	13,932.44
Fees Paid AB181 To Date:	260,577.14
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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NOVEMBER 2022 ~

RESIDENTIAL

11/02/22	Mayra Alvarado	3050 Luff CT	6610	187-0-141-165	456	ADU	1,440.96			
11/02/22	Alfonzo Acuna	255 Ash Street	2820	204-0-071-060	1,200	ADU		3,792.00		
11/03/22	Mary Morales	1731 Mc Loughlin Ave.	5840	183-0-373-095	1,073	Addition		3,390.68		
11/08/22	Ubaldo Leyva	637 West Robert Ave.	3140	200-0-191-140	576	ADU	1,820.16			
11/08/22	Rosa Cervantes	178 W. Juniper St.	3630	203-0-292-240	1,000	ADU		3,160.00		
11/18/22	Damien Perillo/Saturmino Property	2221 Jamestown Ln	7940	188-0-062-015	985	Addition		3,112.60		
11/22/22	Saul & Jennifer Aguilar	894 Saratoga St.	5615	183-0-172-095	469	ADU	1,482.04	1,482.04		
11/22/22	Santiago Jasso	245 E. Birch Street	2820	204-0-072-210	1,174	Addition		3,709.84		
11/22/22	Juan Ortega	2010 San Jacinto Street	1640	216-0-141-015	449	ADU	1,418.84			
11/29/22	Community Development Partners	214 W. Second St.	3300	202-0-054-075	43,887	New		138,682.92		

COMMERCIAL

11/29/22	Community Development Partners	214 W. Second St.	3300	202-0-054-075	6,067	New		1,929.31		
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Sub-Total November 2022

	\$165,421.39						6,162.00	159,259.39	0.00	0.00
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NECSP

Fees Exempt AB181 For November	6,162.00
Fees Paid AB181 For November	159,259.39
Fees Paid SB50 For November	0.00

Fees Exempt AB181 To Date:	20,094.44
Fees Paid AB181 To Date:	419,836.52
Fees Paid SB 50 To Date:	-

DECEMBER 2022~

RESIDENTIAL

12/05/22	Renteria Santos	524 E. Channel Island Blvd.	2960	219-0-283-010	653	ADU	2,063.48			
12/06/22	Oscar & Heather Rodriguez	402 Doris Ave.	3250	200-0-303-090	400	ADU	1,264.00			
12/06/22	Jesus Chavez/ Mario Montes	911 s h St.	3540	202-0-162-020	852	ADU		2,692.32		
12/06/22	Ramiro Alvarez	442 W. Birch St.	3635	203-0-113-030	96	ADU	303.36			
12/09/22	Tepura Mngt, LLC	501 Wolff St.	3525	203-0-061-110	491	ADU	1,551.56			
12/12/22	Marisol Mendoza	435 E. Laurel St.	2980	204-0-152-200	470	ADU	1,485.20			
12/12/22	Mike Garvey	1945 Mc Arthur Pl	1955	220-0-154-145	460	ADU	1,453.60			
12/14/22	Avalos Heliodoro-Yadira	600 Cooper Road	2615	201-0-121-170	504	ADU	1,592.64			
12/15/22	Pro Star Builders	700 W. Fir Ave	3650	203-0-314-035	423	ADU	1,336.68			
12/19/22	Jancarlo Perez-Rulfo	1844 Gaucho Way	1680	216-0-174-065	528	ADU	1,668.48			

COMMERCIAL

Sub-Total December 2022

	\$15,411.32						12,719.00	2,692.32	0.00	0.00
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Fees Exempt AB181 For Decembe	12,719.00
Fees Paid AB181 For December	2,692.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decemb	\$0.00

Fees Exempt AB181 To Date:	32,813.44
Fees Paid AB181 To Date:	422,528.84
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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JANUARY 2023~

RESIDENTIAL

01/03/23	Christine Sabatini	3342 Monte Carlo Drive	6570	185-0-180-205	126	Addition	398.16			
01/03/23	Daniel & Maria Lopez	3420 W. Neap Place	6620	187-0-162-125	197	Addition	622.52			
01/04/23	Ronaldo Sotelo	112 Featherstone St.	1660	216-0-094-175	498	ADU	1,573.68			
01/05/23	Volkswagen Group of America Inc.	201 N. Del Norte Blvd.	1600	216-0-235-165	504	Addition		160.27		
01/05/23	Roberto/Cristina Ramos	2042 Mistral Place	5630	185-0-154-065	600	ADU	1,896.00			
01/06/23	JBGR Investmets, LLC	161 N. Garfield Ave.	2630	201-0-123-140	424	ADU	1,339.84			
01/06/23	JBGR Investmets, LLC	165 N. Garfield Ave.	2630	201-0-123-150	424	ADU	1,339.84			
01/06/23	JBGR Investmets, LLC	164 N. Grant Ave.	2630	201-0-123-130	424	ADU	1,339.84			
01/06/23	JBGR Investmets, LLC	168 N. Grant Ave.	2630	201-0-123-160	424	ADU	1,339.84			
01/10/23	Carlos Cortez	1861 Napoleon Ave.	1970	220-0-015-185	738	ADU	2,332.08			
01/13/23	Ernesto Guerrero	245 E. Hemlock St.	2930	204-0-131-040	456	ADU	1440.96			
01/13/23	Pedro Garcia	303 W. Elm St.	3610	203-0-132-090	208	Addition	657.28			
01/13/23	Claudia Magana	2434 Dupont St.	1940	220-0-073-115	555	ADU	1,753.80			
01/17/23	Alberto Rodriguez	2230 S. K Street	4410	205-0-305-045	408	Addition	1289.28			
01/17/23	Miguel Orozco	1255 Hill Street	4305	203-0-022-010	625	ADU	1,975.00			
01/17/23	Octavio Vasquez	626 Elm St.	3650	203-0-315-045	347	ADU	1,096.52			
01/17/23	Maria Rios Ponce	152 W. Iris St.	3630	203-0-292-040	602	ADU	1,902.32			
01/17/23	Maria Rios Ponce	152 W. Iris St.	3630	203-0-292-040	169	Addition	534.04			
01/17/23	Jesus Reyes	1626 Ofelia Way	2000	215-0-114-025	745	ADU	2,354.20			
01/18/23	Alex Simmons	319 Doris Ave	3210	200-0-244-110	600	ADU	1,896.00			
01/18/23	Angel Ocampo	1521 Fathom Drive.	6620	187-0-026-115	446	ADU/Addii	1,409.36			
01/19/23	Jose Gonzales	2400 So. L Street	4410	205-0-313-125	875	ADU		2,765.00		
01/19/23	Jose Gonzales	2400 So. L Street	4410	205-0-313-125	495	Addition	1,564.20			
01/23/23	Randy Haege	2380 Diamond Head Way	6000	179-0-214-015	991	Addition		3,131.56		
01/23/23	Prina Elias	1306 W. Hemlock St.	4350	203-0-231-125	408		1,289.28			
01/23/23	Charlie Arreguin	1740 W. Hemlock St.	5900	189-0-042-055	1,000	ADU		3,160.00		
01/25/23	Maria Aguilar	325 E. Cedar Street	3610	204-0-074-290	981	ADU		3,099.96		
01/26/23	Piers Armstrong	238 Douglas Ave.	3200	200-0-244-220	748	ADU	2,363.68			
01/27/23	Ignacio Gutierrez	1215 Liada Way	2000	215-0-055-140	700	ADU	2,212.00			
01/30/23	JanCarlo Rulfo	1912 S. E Street	3660	203-0-302-075	400	ADU	1,264.00			

COMMERCIAL

Sub-Total January 2023	\$49,500.51					37,183.72	12,316.79	0.00	0.00	
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Fees Exempt AB181 For January	37,183.72
Fees Paid AB181 For January	12,316.79
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	69,997.16
Fees Paid AB181 To Date:	434,845.64
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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FEBRUARY 2023 ~

RESIDENTIAL

02/03/23	Marisela Barrios	1414 Elsinore Ave.	5850	183-0-394-055	283	Addition	894.28			
02/06/23	Ian Carpenter	5135 Seabreeze Way	8720	191-0-064-275	2991	New		9,451.56		
02/07/23	Luis & Daisy Diaz	725 Rosalinda Dr.	2143	215-0-103-035	344	ADU	1,087.04			
02/07/23	Alex Montanez	321 Julian St.	1635	216-0-133-025	710	ADU	2,243.60			
02/07/23	Alex Montanez	321 Julian St.	1635	216-0-133-025	242	Addition	764.72			
02/08/23	Mauro Tapia	1031 W. Channel Island Blvd.	4440	205-0-315-225	522	ADU	1,649.52			
02/10/23	Rigo Velazquez	842 South F St.	3450	202-0-151-220	298	ADU	941.68			
02/10/23	Francisco Rodriguez	321 N. Roosevelt Ave.	2621	201-0-055-080	555	ADU	1,753.80			
02/10/23	Daniel Alvarez	315 N Bonita Ave.	2611	201-0-062-080	570	ADU	1,801.20			
02/13/23	Mendoza Family	474 N. Bonita Ave.	2610	201-0-033-170	694	ADU	2,193.04			
02/13/23	Josie Solis	518 Magnolia Ave.	3270	202-0-043-040	567	ADU	1,791.72			
02/14/23	Mr. & Mrs. Gonzales	1352 W. Hemlock St.	4350	203-0-231-075	488	ADU	1,542.08			
02/15/23	Felix Romulus	245 Libre St.	2500	215-0-261-315	488	ADU	1,542.08			
02/23/23	Mrs. Kilgore	3101 Oarfish Ln	6510	185-0-031-075	142	Addition	448.72			
02/23/23	Franciso Xicohtencatl-Perez	1421 W. Beverly Dr.	4150	200-0-262-130	264	Addition	834.24			
02/27/23	Robert West	2150 Kingsbridge Way	7930	188-0-057-045	461	Addition	1,456.76			

COMMERCIAL

Sub-Total February 2023	\$30,396.04					20,944.48	9,451.56	0.00	0.00	
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Fees Exempt AB181 For February	20,944.48
Fees Paid AB181 For February	9,451.56
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	90,941.64
Fees Paid AB181 To Date:	444,297.20
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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MARCH 2023~

RESIDENTIAL

03/01/23	Frank Torres		911 Cooper Rd.	2601	201-0-064-330	1,198	ADU		3,785.68	
03/03/23	Jose Tapia		1035 W. Roderick Ave.	4130	200-0-163-105	2575	ADU/Addition		8,137.00	
03/15/23	Benjamin Garcia		148 S. Hayes Ave.	2645	201-0-114-120	748	ADU	2,363.68		
03/22/23	Edward Castro		204 N. J. Street #2	4150	200-0-283-140	746	ADU	2,357.36		
03/22/23	Jesus Chavez		1410 Brookside Ave.	5850	183-0-393-165	379	Addition	1,197.64		
03/24/23	Sergio & Sandra Casarez		1211 Kelp St.	6600	187-0-133-285	516	ADU	1,630.56		
03/28/23	Fred Lopez/ Integrity Design		655 E. Kamala St	2940	204-0-163-150	990	ADU		3,128.40	
03/29/23	Augustin Carranza		2064 San Benito St.	1945	220-0-084-125	147	Addition	464.52		
03/29/23	Jose Hernandez Aquino		121 S G St.	3270	202-0-030-410	1,019	Addition		3,220.04	

COMMERCIAL

Sub-Total March 2023	\$26,284.88					8,013.76	18,271.12	0.00	0.00	
Fees Exempt AB181 For March	8,013.76									
Fees Paid AB181 For March	18,271.12									
Fees Paid SB50 For March	-									
Fifth & Patterson Paid for March	\$0.00									
Fees Exempt AB181 To Date:	98,955.40									
Fees Paid AB181 To Date:	462,568.32									
Fees Paid SB50 To Date:	-									

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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April 2023 ~

RESIDENTIAL

04/06/23	Maria Luisa Zarate	333 North I Street	4150	200-0-283-060	703	ADU	2,221.48			
04/12/23	Abraham Cisneros	560 N Garfield Ave	2640	201-0-023-300	712	ADU	2,249.92			
04/12/23	Laura Lowe	824 N H St	3120	200-0-183075	400	ADU	1,264.00			
04/12/23	Laura Lowe	824 N H St	3120	200-0-183075	582	NEW		1,839.12		
04/18/23	Mr & Mrs Tototziate	710 W Cedar St	3640	203-0-316-105	736	ADU	2,325.76			
04/20/23	Tim King	901 Raft LN	5670	185-0-091-255	219	NEW	692.04			
04/20/23	Raul D Moreno	154 N Harrison Ave	2645	201-0-112-230	611	ADU	1,930.76			
04/25/23	Victor Bruno	3561 Taffrail Ln	6590	185-0-012-155	500	ADU	1,580.00			
04/26/23	Kiyoshi Patterson	1801 Claremont Dr	5840	183-0-374-085	369	NEW	1,166.04			
04/27/23	Jose Alvarez	614 Hemlock St	3660	203-0-312-055	600	ADU	1,896.00			

COMMERCIAL

Sub-Total April 2023	\$17,165.12						15,326.00	1,839.12	0.00	0.00
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Fees Exempt AB181 For April	15,326.00
Fees Paid AB181 For April	1,839.12
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00

Fees Exempt AB181 To Date:	114,281.40
Fees Paid AB181 To Date:	464,407.44
Fees Paid SB50 To Date:	-

MAY 2023~

RESIDENTIAL

05/01/23	Juan Carlos Guerrero	130 S H St	3270	202-0-030-490	360	NEW	1,137.60			
05/25/23	Oscar Rodriguez	1104 S Ventura Rd	4310	203-0-012-270	895	ADU		2,828.20		
05/30/23	Jose Partida	1121 Doris Ave.	4130	200-0-172-360	372	ADU	1,175.52			
							0.00			
								-		
								0.00		
								0.00		
								0.00		
								0.00		

COMMERCIAL

Sub-Total May 2023	\$5,141.32						2,313.12	2,828.20	0.00	0.00
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Fees Exempt AB181 For May	2,313.12
Fees Paid AB181 For May	2,828.20
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0

Fees Exempt AB181 To Date:	116,594.52
Fees Paid AB181 To Date:	467,235.64
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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JUNE 2023~

RESIDENTIAL

06/02/23	Aldersgate Construction INC	307 N F Street Units 101-202	3260	200-050-102	6,077	NEW				19,203.32
06/02/23	Aldersgate Construction INC	305 N F Street	3260	200-050-102	6,077	NEW				19,203.32
06/02/23	Aldersgate Construction INC	313 N F Street Units 101-202	3260	200-050-102	6,077	NEW				19,203.32
06/02/23	Aldersgate Construction INC	311 N F Street Units 101-202	3260	200-050-102	6,077	NEW				19,203.32
06/07/23	Jason Haroldsen	1820 Bearden CT	6730	187-0-051-045	193	ADU	609.88			
06/07/23	Victor Garcia	1532 Morris St	2115	201-0-322-015	462	ADU	1,459.92			
06/07/23	Heriberto Farfan	4904 S F St	3260	205-0-456-015	749	ADU	2,366.84			
06/07/23	Alejandro Hernandez Perez	308 W Fir Ave	3620	203-0-212-240	943	ADU	2,979.88			
06/07/23	Maria & Ruben Ortega	1340 Ivywood Dr	4090	200-0-045-075	546	ADU	1,725.36			
06/09/23	Greg Daniels	2101 Carob St	5830	183-0-352-145	700	NEW		2,212.00		
06/13/23	Denise Rodriguez	1221 Devonshire Dr	5425	200-0-162-035	488	ADU	1,542.08			
06/13/23	Gabriel Avila Ceja	830 Cedar CT	3670	203-0-101-255	1,190	NEW		3,760.40		
06/14/23	Pedro Vega	1710 Diego Way	5330	181-0-093-035	374	ADU	1,181.84			
06/15/23	Efrain Ambriz	655 E Laurel St	2950	204-0-191-150	1,017	ADU		3,213.72		
06/21/23	Maria Aguayo	1323 W Fir Ave	4330	203-0-144-035	982	NEW		3,103.12		
06/23/23	Efrain Ambriz	655 E Laurel St	2950	204-0-191-150	41	NEW		129.56	city recalculated SF, addition to prev. fee paid	
06/26/23	Esperanza Torres	2610 S K St	4410	205-0-314-105	237	NEW	748.92			
06/29/23	1600 Ives LLC	1600 Ives Ave	1960	220-0-274-025	983	NEW	199.55			
06/29/23	804 Pivot Point Way	1174 S. M St	4305	203-0-022-180	1,151	ADU	3,637.16			

COMMERCIAL

								0.00		
								0.00		
								0.00		
Sub-Total June 2023						New		0.00		
							16,451.43	89,232.08	0.00	0.00

Fees Exempt AB181 For June	16,451.43
Fees Paid AB181 For June	89,232.08
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals

Fees Exempt AB181 To Date:	133,045.95	
Fees Paid AB181 To Date:	556,467.72	Commercial Fees (included)
Fees Paid SB50 To Date:	-	Residential Fees (included)
Fifth & Patterson Paid To Date	-	

Grand Total All	\$ 689,513.67
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REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc.

2021-2022 ADJUSTED TOTAL RECEIVED	\$ 556,467.72
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3% Admin. Fee (GJ in June)	\$ 16,694.03
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APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
July 2021~										
RESIDENTIAL										
07/02/21	Hector Carranza		1135 South H Street	3560	203-0042-010	1,200	New ADU		3,228.00	
07/15/21	Saul Aguilar		894 Saratoga Street	5615	183-0-172-095	371	ADU	997.99		
07/15/21	Art Hernandez		110 South F Street	3270	202-0-042-110	528	ADU	1,420.32		
07/23/21	TMZN Holdings LLC - Arthur Tamaziyan		1001 & 1005 Catamaran Street	7660	196-0-031-065	3,886	New		10,453.34	
COMMERCIAL										
Sub Total July 2021			\$13,681.34					13,681.34	0.00	
Fees Exempt AB181 For July			-							
Fees Paid AB181 For July			13,681.34							
Fees Paid SB50 For July			-							
Fees Exempt AB181 To Date:			-							
Fees Paid AB181 To Date:			13,681.34							
Fees Paid SB50 To Date:			-							
August 2021~										
RESIDENTIAL										
08/12/21	Jose & Erica Partida		1121 Doris Ave	4130	200-0-172-360	114	Addition	306.66		
08/12/21	Roberto Curiel		930 Cedar Street	3670	203-0-101-205	260	ADU	699.40		
08/20/21	Rick Moraga		5200 Seabreeze Way	8720	191-0-065-115	1,302	Addition		3,502.38	
08/25/21	John Carpentieri		5353 Reef Way	8710	191-0-033-285	2,991	New		8,045.79	
08/26/21	Mission Builders Construction Services,		120 South C Street	3230	202-0-052-140	682	ADU		1,834.58	
COMMERCIAL										
Sub-Total August 2021			\$13,382.75					13,382.75	0.00	
Fees Exempt AB181 For August			-							
Fees Paid AB181 For August			13,382.75							
Fees Paid SB50 For August			-							
Fees Exempt AB181 To Date:			-							
Fees Paid AB181 To Date:			27,064.09							
Fees Paid SB50 To Date:			-							
SEPTEMBER 2021 ~										
RESIDENTIAL										
09/09/21	Juan M. Flores		1161 W. Guava Street	4340	203-0-201-345	360	ADU	968.40		
09/09/21	Juan Tapia		231 S. Marquita Street	2160	201-0-154-045	726	ADU	1,952.94		
09/09/21	Juan Tapia		231 S. Marquita Street	2160	201-0-154-045	260	Addition	699.40		
09/17/21	Aldersgate Construction, Inc.		303; 309; 315 North F Street	3260	200-0-291-345	18,231	New		49,041.39	
COMMERCIAL										
Sub-Total September 2021			\$52,662.13					3,620.74	49,041.39	0.00
Fees Exempt AB181 For September			3,620.74							
Fees Paid AB181 For September			49,041.39							
Fees Paid SB50 For September			-							
Fees Exempt AB181 To Date:			3,620.74							
Fees Paid AB181 To Date:			76,105.48							
Fees Paid SB50 To Date:			-							

OCTOBER 2021~

RESIDENTIAL

10/01/21	Robert and Monica Payer	5239 Sealane Way	8745	191-0-094-155	3,377	New		9,084.13
10/14/21	WH Oxnard Shores	1020 , 1022, 1030; 1032; 1034 Canal Street (Phase VII)	7660	196-0-033-295	10,298	New		27,701.62
10/14/21	Theodore L. Gerstl	2161 S. Victoria Ave	7900	188-0-013-135	230	Addition	618.70	
10/14/21	Jaime Perez	1105 South J Street	4300	203-0-032-280	499	Addition	1,342.31	
10/19/21	La Esperanza Investments LLC for Marisol Mendoza	130 Colonia Road	2642	201-0-051-010	733	New		1,971.77
10/21/21	John and Martha Ahearn	120 Bottlebrush Circle	4160	202-0-223-195	568	New		1,527.92

COMMERCIAL

Sub Total October 2021	\$42,246.45	1,961.01	40,285.44	0.00	0.00
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Fees Exemp AB181 For October	1,961.01
Fees Paid AB181 For October	40,285.44
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	5,581.75
Fees Paid AB181 To Date:	116,390.92
Fees Paid SB50 To Date	-

NOVEMBER 2021 ~

RESIDENTIAL

11/01/21	Isidro Avalos	428-1/2 South E Street	3320	202-0-086-120	414	ADU	1,113.66	
11/12/21	Claudia Rodriguez	305 Roderick Avenue	3200	200-0-242-075	364	ADU	1,059.86	
11/18/21	Diego Cortez/Blufix Design LLC	337 E. First Street	2630	201-0-111-330	1,426	New		3,835.94
12/02/21	Maria Guzman	1113 Teresa Street	2000	215-0-112-145	475	ADU	1,277.75	

COMMERCIAL

0.00

Sub-Total November 2021	\$7,287.21	3,451.27	3,835.94	0.00	0.00
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NECSP

Fees Exempt AB181 For Novembe	3,451.27
Fees Paid AB181 For November	3,835.94
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	9,033.02
Fees Paid AB181 To Date:	120,226.86
Fees Paid SB 50 To Date	-

DECEMBER 2021~

RESIDENTIAL

12/03/21	Uliysis Hernandez	1630 Diego Way	5330	181-0-093-055	754	ADU	2,028.26		ADU=704 SF + closet @ 50 SF
12/06/21	Frank Briseno	1240 Hacienda Drive	2000	215-0-284-135	135	Addition	363.15		
12/08/21	Jason Olson	1601 Evangeline Place	5350	181-0-053-135	498	ADU	1,339.62		
12/09/21	Victor Tenorio	2233 San Marino Street	2980	204-0-134-060	733	ADU	1,971.77		
12/09/21	Juan Diaz	1030 W. Robert Avenue	4120	200-0-163-355	961	Addition		2,585.09	
12/09/21	Rogelio Hernandez	405 W. Iris Street	3660	203-0-272-010	567	Addition		1,525.23	
12/14/21	Susan Cross	5221 Wavcrest Way	8725	191-0-071-015	15	Addition	40.35		
12/16/21	Laureano Topete	1640 Alturas Street	5830	183-0-363-175	483	ADU	1,299.27		
12/22/21	Melissa Kudla	1211 Indigo Place	4000	139-0-355-145	122	Addition	328.18		

COMMERCIAL

Sub-Total December 2021	\$11,480.92	7,370.60	4,110.32	0.00	0.00
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Fees Exempt AB181 For Decembe	7,370.60
Fees Paid AB181 For December	4,110.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	\$0.00

Fees Exempt AB181 To Date:	16,403.62
Fees Paid AB181 To Date:	124,337.18
Fees Paid SB50 To Date:	-

JANUARY 2022~

RESIDENTIAL

01/04/22	Joel & Margie Justice	2561 Greencastle Court	7920	188-0-075-045	47	Addition	126.43		
01/06/22	Jorge Mendez	346 North H Street	3260	200-0-292-210	443	ADU	1,191.67		
01/11/22	Miguel Sanchez	301 N. Driskill Street	1665	216-0-087-055	431	ADU	1,159.39		
01/13/22	David Guzman	505 E. Olive Street	2960	204-0-231-285	222	ADU	597.18		
01/14/22	Gustavo & Cathy Nevarez	565 E. Laurel Street	2950	201-0-191-220	986	Addition		2,652.34	
01/26/22	Hermila Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	927	ADU		2,493.63	
01/28/22	Mr. & Mrs. Rios	128 N. F Street	3270	202-0-041-090	667	ADU	1,794.23		

COMMERCIAL

Sub-Total January 2022	\$10,014.87	4,868.90	5,145.97	0.00	0.00
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Fees Exempt AB181 For January	4,868.90
Fees Paid AB181 For January	5,145.97
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	21,272.52
Fees Paid AB181 To Date:	129,483.15
Fees Paid SB50 To Date:	-

FEBRUARY 2022 ~

RESIDENTIAL

02/07/22	Paula Zamudio	2140 Hancock Place	1920	220-0-253-085	630 ADU	1,694.70	
02/08/22	Eric Manzo	331 N. Driskill Street	1665	216-0-087-025	480 ADU	1,291.20	
02/10/22	Julieta Salinas	201 E Elm Street	2900	204-0-082-090	1443 Addition		3,881.67
02/11/22	Nadya Mahdavi Roussin	1554 Twin Tides Place	7715	188-0-191-145	134 Addition	360.46	
02/16/22	Pedro Vega	327 N. Grant Ave.	2644	201-0-053-080	499 ADU	1,342.31	
02/22/22	Heriberto Farfan	624 W. Iris St.	3660	203-0-307-105	379 ADU	1,019.51	

COMMERCIAL

Sub-Total February 2022	\$9,589.85		5,708.18	3,881.67	0.00	0.00
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Fees Exempt AB181 For February	5,708.18
Fees Paid AB181 For February	3,881.67
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	26,980.70
Fees Paid AB181 To Date:	133,364.82
Fees Paid SB50 To Date:	-

MARCH 2022~

RESIDENTIAL

03/04/22	Benjamin Contreras	451 N Kohala Street	1635	216-0-121-165	478 ADU	1,285.82	
03/07/22	Edward Castro	650 Douglas Ave	3240	200-0-232-050	748 ADU	2,012.12	
03/10/22	Eli & Betty Simental	2203 Indian Wells Court	5270	179-0-151-145	391 Addition	1,051.79	
03/16/22	Jesus Nuñez	357 E. Cedar St.	2830	204-0-074-250	489 ADU	1,315.41	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 1	2640	201-0-022-160	139 Addition	373.91	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 2	2640	201-0-022-160	533 ADU	1,433.77	
03/17/22	Alexis Soliz	1426 S J Street	4320	203-0-0101-100	500 ADU	1,345.00	
03/18/22	Bertha Zaragoza	1110 Fathom Court	6620	187-0-163-155	245 Addition	659.05	
03/18/22	Maria Romero	875 Viviana Drive	2000	215-0-123-085	465 ADU	1,250.85	
03/21/22	Carlos Lopez	1205 W. Fir Ave	4330	203-0-150-285	650 ADU	1,748.50	
03/22/22	Virgina Banister	4923 Corbina Way	8765	191-0-122-355	285 Addition	766.65	
03/22/22	Euleterio Leon	411 North Juanita Ave	2601	201-0-064-270	562 ADU	1,511.78	
03/30/22	Christine & Alice Bezares	1416 California St.	2820	204-0-073-080	748 ADU	2012.12	

COMMERCIAL

Sub-Total March 2022	\$16,766.77		16,766.77	0.00	0.00	0.00
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Fees Exempt AB181 For March	16,766.77
Fees Paid AB181 For March	-
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

Fees Exempt AB181 To Date:	43,747.47
Fees Paid AB181 To Date:	133,364.82
Fees Paid SB50 To Date:	-

April 2022 ~

RESIDENTIAL

04/08/22	Francisco Manzo	121 W Guava St	3630	203-0-222-030	900	ADU		2,421.00
04/19/22	Huelon & Lynda Lyghts	2731 W. Hill Street	5740	183-0-302-155	177	Addition	476.13	
04/19/22	Jorge Flores	1928 San Benito St.	1955	220-0-085-215	821	ADU		2,208.49
04/19/22	Pamela K. Cole	2110 Kingsbridge Way	7930	188-0-051-095	175	Addition	470.75	
04/25/22	Effie Anastassiou	2531 GreenCastle Ct	7920	188-0-075-015	1,024	Addition		2,754.56
04/27/22	Alma Rios & Daniel Aguilar	1224 Seaport Drive	4230	202-0-266-185	581	ADU	1,562.89	

COMMERCIAL

Sub-Total April 2022	\$9,893.82			2,509.77	7,384.05	0.00	0.00
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Fees Exempt AB181 For April	2,509.77
Fees Paid AB181 For April	7,384.05
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00

Fees Exempt AB181 To Date:	46,257.24
Fees Paid AB181 To Date:	140,748.87
Fees Paid SB50 To Date:	-

MAY 2022~

RESIDENTIAL

05/05/22	Maria Isabel Gonzalez	1602 Valley Park Dr.	3620	203-0-134-090	745	ADU	2,004.05	
05/05/22	Ashley Federis	2223 San Marino St.	2980	204-0-134-050	663	Addition		1,783.47
05/09/22	Rebecca Hernandez	687 W Douglas Ave	3240	200-0-231-180	231	Addition	621.39	
05/11/22	Dina Elkinawy	1366 Neptune Square	7610	191-0-300-025	88	Addition	236.72	
05/17/22	Backyard Estates/ Adam Stewart	128 N. Garfield Ave	2630	201-0-122-150	1,000	ADU		2,690.00
05/25/22	Kevin & Eyvette Cramer	1403 Beverly Drive	4150	200-026-110	620	Addition		1,667.80
05/25/22	Lilia Robles	575 Fir Court	2910	204-0-121-085	452	ADU	1,215.88	
05/25/22	Jonathan La Rosa	1740 Capstan Dr	6740	187-0-051-205	458	ADU	1,232.02	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	528	ADU	1,420.32	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	500	Jr ADU	1,345.00	

COMMERCIAL

Sub-Total May 2022	\$14,216.65				8,075.38	6,141.27	0.00	0.00
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Fees Exempt AB181 For May	8,075.38
Fees Paid AB181 For May	6,141.27
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0

Fees Exempt AB181 To Date:	54,332.62
Fees Paid AB181 To Date:	146,890.14
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

JUNE 2022~

RESIDENTIAL

06/07/22	Pedro Vega	1431 Astoria Pl	5355	221-0-162-115	679	ADU	1,826.51
06/15/22	Mr. & Mrs. Salazar	274 E. Fir Ave.	2910	204-0-084-160	680	ADU	1,829.20

COMMERCIAL

06/13/22	Amoretti/Robert Vizzo	2340 Eastman Ave	2110	216-0-193-075	540	Addition	235.44
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New 0.00

Sub-Total June 2022	\$3,891.15		3,655.71	235.44	0.00	0.00
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Fees Exempt AB181 For June	3,655.71
Fees Paid AB181 For June	235.44
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals		
Fees Exempt AB181 To Date:	57,988.33	
Fees Paid AB181 To Date:	147,125.58	Commercial Fees (included)
Fees Paid SB50 To Date:	-	Residential Fees (included)
Fifth & Patterson Paid To Date	-	

Grand Total All	\$ 205,113.91
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REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc.	-
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2021-2022 ADJUSTED TOTAL RECEIVED	\$ 147,125.58
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3% Admin. Fee (GJ in June)	\$ 4,413.77
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APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
July 2021~										
RESIDENTIAL										
07/02/21	Hector Carranza		1135 South H Street	3560	203-0042-010	1,200	New ADU		3,228.00	
07/15/21	Saul Aguilar		894 Saratoga Street	5615	183-0-172-095	371	ADU	997.99		
07/15/21	Art Hernandez		110 South F Street	3270	202-0-042-110	528	ADU	1,420.32		
07/23/21	TMZN Holdings LLC - Arthur Tamaziyan		1001 & 1005 Catamaran Street	7660	196-0-031-065	3,886	New		10,453.34	
COMMERCIAL										
Sub Total July 2021			\$13,681.34					13,681.34	0.00	
Fees Exempt AB181 For July			-							
Fees Paid AB181 For July			13,681.34							
Fees Paid SB50 For July			-							
Fees Exempt AB181 To Date:			-							
Fees Paid AB181 To Date:			13,681.34							
Fees Paid SB50 To Date:			-							
August 2021~										
RESIDENTIAL										
08/12/21	Jose & Erica Partida		1121 Doris Ave	4130	200-0-172-360	114	Addition	306.66		
08/12/21	Roberto Curiel		930 Cedar Street	3670	203-0-101-205	260	ADU	699.40		
08/20/21	Rick Moraga		5200 Seabreeze Way	8720	191-0-065-115	1,302	Addition		3,502.38	
08/25/21	John Carpentieri		5353 Reef Way	8710	191-0-033-285	2,991	New		8,045.79	
08/26/21	Mission Builders Construction Services,		120 South C Street	3230	202-0-052-140	682	ADU		1,834.58	
COMMERCIAL										
Sub-Total August 2021			\$13,382.75					13,382.75	0.00	
Fees Exempt AB181 For August			-							
Fees Paid AB181 For August			13,382.75							
Fees Paid SB50 For August			-							
Fees Exempt AB181 To Date:			-							
Fees Paid AB181 To Date:			27,064.09							
Fees Paid SB50 To Date:			-							
SEPTEMBER 2021 ~										
RESIDENTIAL										
09/09/21	Juan M. Flores		1161 W. Guava Street	4340	203-0-201-345	360	ADU	968.40		
09/09/21	Juan Tapia		231 S. Marquita Street	2160	201-0-154-045	726	ADU	1,952.94		
09/09/21	Juan Tapia		231 S. Marquita Street	2160	201-0-154-045	260	Addition	699.40		
09/17/21	Aldersgate Construction, Inc.		303; 309; 315 North F Street	3260	200-0-291-345	18,231	New		49,041.39	
COMMERCIAL										
Sub-Total September 2021			\$52,662.13					3,620.74	49,041.39	0.00
Fees Exempt AB181 For September			3,620.74							
Fees Paid AB181 For September			49,041.39							
Fees Paid SB50 For September			-							
Fees Exempt AB181 To Date:			3,620.74							
Fees Paid AB181 To Date:			76,105.48							
Fees Paid SB50 To Date:			-							

OCTOBER 2021~

RESIDENTIAL

10/01/21	Robert and Monica Payer	5239 Sealane Way	8745	191-0-094-155	3,377	New		9,084.13
10/14/21	WH Oxnard Shores	1020 , 1022, 1030; 1032; 1034 Canal Street (Phase VII)	7660	196-0-033-295	10,298	New		27,701.62
10/14/21	Theodore L. Gerstl	2161 S. Victoria Ave	7900	188-0-013-135	230	Addition	618.70	
10/14/21	Jaime Perez	1105 South J Street	4300	203-0-032-280	499	Addition	1,342.31	
10/19/21	La Esperanza Investments LLC for Marisol Mendoza	130 Colonia Road	2642	201-0-051-010	733	New		1,971.77
10/21/21	John and Martha Ahearn	120 Bottlebrush Circle	4160	202-0-223-195	568	New		1,527.92

COMMERCIAL

Sub Total October 2021	\$42,246.45	1,961.01	40,285.44	0.00	0.00
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Fees Exemp AB181 For October	1,961.01
Fees Paid AB181 For October	40,285.44
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	5,581.75
Fees Paid AB181 To Date:	116,390.92
Fees Paid SB50 To Date	-

NOVEMBER 2021 ~

RESIDENTIAL

11/01/21	Isidro Avalos	428-1/2 South E Street	3320	202-0-086-120	414	ADU	1,113.66	
11/12/21	Claudia Rodriguez	305 Roderick Avenue	3200	200-0-242-075	364	ADU	1,059.86	
11/18/21	Diego Cortez/Blufix Design LLC	337 E. First Street	2630	201-0-111-330	1,426	New		3,835.94
12/02/21	Maria Guzman	1113 Teresa Street	2000	215-0-112-145	475	ADU	1,277.75	

COMMERCIAL

0.00

Sub-Total November 2021	\$7,287.21	3,451.27	3,835.94	0.00	0.00
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NECSP

Fees Exempt AB181 For Novembe	3,451.27
Fees Paid AB181 For November	3,835.94
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	9,033.02
Fees Paid AB181 To Date:	120,226.86
Fees Paid SB 50 To Date	-

DECEMBER 2021~

RESIDENTIAL

12/03/21	Uliysis Hernandez	1630 Diego Way	5330	181-0-093-055	754	ADU	2,028.26		
12/06/21	Frank Briseno	1240 Hacienda Drive	2000	215-0-284-135	135	Addition	363.15		ADU=704 SF + closet @ 50 SF
12/08/21	Jason Olson	1601 Evangeline Place	5350	181-0-053-135	498	ADU	1,339.62		
12/09/21	Victor Tenorio	2233 San Marino Street	2980	204-0-134-060	733	ADU	1,971.77		
12/09/21	Juan Diaz	1030 W. Robert Avenue	4120	200-0-163-355	961	Addition		2,585.09	
12/09/21	Rogelio Hernandez	405 W. Iris Street	3660	203-0-272-010	567	Addition		1,525.23	
12/14/21	Susan Cross	5221 Wavcrest Way	8725	191-0-071-015	15	Addition	40.35		
12/16/21	Laureano Topete	1640 Alturas Street	5830	183-0-363-175	483	ADU	1,299.27		
12/22/21	Melissa Kudla	1211 Indigo Place	4000	139-0-355-145	122	Addition	328.18		

COMMERCIAL

Sub-Total December 2021	\$11,480.92	7,370.60	4,110.32	0.00	0.00
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Fees Exempt AB181 For Decembe	7,370.60
Fees Paid AB181 For December	4,110.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	\$0.00

Fees Exempt AB181 To Date:	16,403.62
Fees Paid AB181 To Date:	124,337.18
Fees Paid SB50 To Date:	-

JANUARY 2022~

RESIDENTIAL

01/04/22	Joel & Margie Justice	2561 Greencastle Court	7920	188-0-075-045	47	Addition	126.43		
01/06/22	Jorge Mendez	346 North H Street	3260	200-0-292-210	443	ADU	1,191.67		
01/11/22	Miguel Sanchez	301 N. Driskill Street	1665	216-0-087-055	431	ADU	1,159.39		
01/13/22	David Guzman	505 E. Olive Street	2960	204-0-231-285	222	ADU	597.18		
01/14/22	Gustavo & Cathy Nevarez	565 E. Laurel Street	2950	201-0-191-220	986	Addition		2,652.34	
01/26/22	Hermila Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	927	ADU		2,493.63	
01/28/22	Mr. & Mrs. Rios	128 N. F Street	3270	202-0-041-090	667	ADU	1,794.23		

COMMERCIAL

Sub-Total January 2022	\$10,014.87	4,868.90	5,145.97	0.00	0.00
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Fees Exempt AB181 For January	4,868.90
Fees Paid AB181 For January	5,145.97
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	21,272.52
Fees Paid AB181 To Date:	129,483.15
Fees Paid SB50 To Date:	-

FEBRUARY 2022 ~

RESIDENTIAL

02/07/22	Paula Zamudio	2140 Hancock Place	1920	220-0-253-085	630 ADU	1,694.70	
02/08/22	Eric Manzo	331 N. Driskill Street	1665	216-0-087-025	480 ADU	1,291.20	
02/10/22	Julieta Salinas	201 E Elm Street	2900	204-0-082-090	1443 Addition		3,881.67
02/11/22	Nadya Mahdavi Roussin	1554 Twin Tides Place	7715	188-0-191-145	134 Addition	360.46	
02/16/22	Pedro Vega	327 N. Grant Ave.	2644	201-0-053-080	499 ADU	1,342.31	
02/22/22	Heriberto Farfan	624 W. Iris St.	3660	203-0-307-105	379 ADU	1,019.51	

COMMERCIAL

Sub-Total February 2022	\$9,589.85		5,708.18	3,881.67	0.00	0.00
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Fees Exempt AB181 For February	5,708.18
Fees Paid AB181 For February	3,881.67
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	26,980.70
Fees Paid AB181 To Date:	133,364.82
Fees Paid SB50 To Date:	-

MARCH 2022~

RESIDENTIAL

03/04/22	Benjamin Contreras	451 N Kohala Street	1635	216-0-121-165	478 ADU	1,285.82	
03/07/22	Edward Castro	650 Douglas Ave	3240	200-0-232-050	748 ADU	2,012.12	
03/10/22	Eli & Betty Simental	2203 Indian Wells Court	5270	179-0-151-145	391 Addition	1,051.79	
03/16/22	Jesus Nuñez	357 E. Cedar St.	2830	204-0-074-250	489 ADU	1,315.41	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 1	2640	201-0-022-160	139 Addition	373.91	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 2	2640	201-0-022-160	533 ADU	1,433.77	
03/17/22	Alexis Soliz	1426 S J Street	4320	203-0-0101-100	500 ADU	1,345.00	
03/18/22	Bertha Zaragoza	1110 Fathom Court	6620	187-0-163-155	245 Addition	659.05	
03/18/22	Maria Romero	875 Viviana Drive	2000	215-0-123-085	465 ADU	1,250.85	
03/21/22	Carlos Lopez	1205 W. Fir Ave	4330	203-0-150-285	650 ADU	1,748.50	
03/22/22	Virgina Banister	4923 Corbina Way	8765	191-0-122-355	285 Addition	766.65	
03/22/22	Euleterio Leon	411 North Juanita Ave	2601	201-0-064-270	562 ADU	1,511.78	
03/30/22	Christine & Alice Bezares	1416 California St.	2820	204-0-073-080	748 ADU	2012.12	

COMMERCIAL

Sub-Total March 2022	\$16,766.77		16,766.77	0.00	0.00	0.00
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Fees Exempt AB181 For March	16,766.77
Fees Paid AB181 For March	-
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

Fees Exempt AB181 To Date:	43,747.47
Fees Paid AB181 To Date:	133,364.82
Fees Paid SB50 To Date:	-

April 2022 ~

RESIDENTIAL

04/08/22	Francisco Manzo	121 W Guava St	3630	203-0-222-030	900	ADU		2,421.00
04/19/22	Huelon & Lynda Lyghts	2731 W. Hill Street	5740	183-0-302-155	177	Addition	476.13	
04/19/22	Jorge Flores	1928 San Benito St.	1955	220-0-085-215	821	ADU		2,208.49
04/19/22	Pamela K. Cole	2110 Kingsbridge Way	7930	188-0-051-095	175	Addition	470.75	
04/25/22	Effie Anastassiou	2531 GreenCastle Ct	7920	188-0-075-015	1,024	Addition		2,754.56
04/27/22	Alma Rios & Daniel Aguilar	1224 Seaport Drive	4230	202-0-266-185	581	ADU	1,562.89	

COMMERCIAL

Sub-Total April 2022	\$9,893.82			2,509.77	7,384.05	0.00	0.00
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Fees Exempt AB181 For April	2,509.77
Fees Paid AB181 For April	7,384.05
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00

Fees Exempt AB181 To Date:	46,257.24
Fees Paid AB181 To Date:	140,748.87
Fees Paid SB50 To Date:	-

MAY 2022~

RESIDENTIAL

05/05/22	Maria Isabel Gonzalez	1602 Valley Park Dr.	3620	203-0-134-090	745	ADU	2,004.05	
05/05/22	Ashley Federis	2223 San Marino St.	2980	204-0-134-050	663	Addition		1,783.47
05/09/22	Rebecca Hernandez	687 W Douglas Ave	3240	200-0-231-180	231	Addition	621.39	
05/11/22	Dina Elkinawy	1366 Neptune Square	7610	191-0-300-025	88	Addition	236.72	
05/17/22	Backyard Estates/ Adam Stewart	128 N. Garfield Ave	2630	201-0-122-150	1,000	ADU		2,690.00
05/25/22	Kevin & Eyvette Cramer	1403 Beverly Drive	4150	200-026-110	620	Addition		1,667.80
05/25/22	Lilia Robles	575 Fir Court	2910	204-0-121-085	452	ADU	1,215.88	
05/25/22	Jonathan La Rosa	1740 Capstan Dr	6740	187-0-051-205	458	ADU	1,232.02	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	528	ADU	1,420.32	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	500	Jr ADU	1,345.00	

COMMERCIAL

Sub-Total May 2022	\$14,216.65				8,075.38	6,141.27	0.00	0.00
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Fees Exempt AB181 For May	8,075.38
Fees Paid AB181 For May	6,141.27
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0

Fees Exempt AB181 To Date:	54,332.62
Fees Paid AB181 To Date:	146,890.14
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

JUNE 2022~

RESIDENTIAL

06/07/22	Pedro Vega	1431 Astoria Pl	5355	221-0-162-115	679	ADU	1,826.51
06/15/22	Mr. & Mrs. Salazar	274 E. Fir Ave.	2910	204-0-084-160	680	ADU	1,829.20

COMMERCIAL

06/13/22	Amoretti/Robert Vizzo	2340 Eastman Ave	2110	216-0-193-075	540	Addition	235.44
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New 0.00

Sub-Total June 2022	\$3,891.15		3,655.71	235.44	0.00	0.00
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Fees Exempt AB181 For June	3,655.71
Fees Paid AB181 For June	235.44
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals		
Fees Exempt AB181 To Date:	57,988.33	
Fees Paid AB181 To Date:	147,125.58	Commercial Fees (included)
Fees Paid SB50 To Date:	-	Residential Fees (included)
Fifth & Patterson Paid To Date	-	

Grand Total All	\$ 205,113.91
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REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc.	-
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2021-2022 ADJUSTED TOTAL RECEIVED	\$ 147,125.58
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3% Admin. Fee (GJ in June)	\$ 4,413.77
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**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
July 2019~											
RESIDENTIAL											
07/18/19	Angie Lopez	3521 Keel Avenue	6640	187-0-026-145	392	Addition	1,603.28				
COMMERCIAL											
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			
Sub Total July 2019							1,603.28	4,084.41	0.00	0.00	
Fees Exempt AB181 For July							1,603.28				
Fees Paid AB181 For July								4,084.41			
Fees Paid SB50 For July											
Fees Exempt AB181 To Date:							1,603.28				
Fees Paid AB181 To Date:								4,084.41			
Fees Paid SB50 To Date:											
August 2019~											
RESIDENTIAL											
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		2,458.09			
08/21/19	Ramiro Arroyo	1171 W. Guava Street, #2	4340	203-0-201-255	216	Addition	883.44				
08/20/19	Araceli Ponce	131 S. Marquita Street	2160	201-0-153-1024	600	Addition		2,454.00			
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			2 checks: 10824 \$120,874.32; 2535 \$893.16
COMMERCIAL											
Sub-Total August 2019							1,570.56	156,381.15	0.00	0.00	
Fees Exempt AB181 For August							1,570.56				
Fees Paid AB181 For August								156,381.15			
Fees Paid SB50 For August											
Fees Exempt AB181 To Date:							3,173.84				
Fees Paid AB181 To Date:								160,465.56			
Fees Paid SB50 To Date:											

**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	
SEPTEMBER 2019 ~												
RESIDENTIAL												
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 (Thorpe Trail & Mulligan: remaining 23 units)	3530	203-0-050-110	658	Addition		2,691.22				
09/18/19	Ravello River Ridge 152, LLC		5150	179-0-320-various	53,411	New		218,450.99				
COMMERCIAL												
Sub-Total September 2019												
								223,596.21	0.00	223,596.21	0.00	0.00
Fees Exempt AB181 For September								-				
Fees Paid AB181 For September								223,596.21				
Fees Paid SB50 For September								-				
Fees Exempt AB181 To Date:								3,173.84				
Fees Paid AB181 To Date:								384,061.77				
Fees Paid SB50 To Date:								-				
OCTOBER 2019~												
RESIDENTIAL												
10/03/19	Charles & Angela Morris IRV TR/ Dudley Muth Trtee	1030 & 1032 Canal Street	7660	196-0-033-265	5,070	New		20,736.30				
10/09/19	Adolfo Flores	1008 South H Street	3540	202-0-163-220	334	Addition	1,366.06					
10/15/19	Central Coast Engineering	5117 Whitecap Street	8725	191-0-072-145	2,444	New		9,995.96				
10/25/19	Bradon Schwarz	5223 Terramar Way	8740	191-0-093-105	519			2,122.71				
10/29/19	Maria Acosta	625 W. Juniper Street	3660	203-0-307-035	481	Addition	1,967.29					
10/29/19	Hermila M. Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	103	Addition	421.27					
COMMERCIAL												
10/10/19	Clinicas del Camino Real, Inc.	1100 W. Gonzales Road	4030	200-0-431-185	1,331	Addition		536.39				
Sub Total October 2019												
								37,145.98	3,754.62	33,391.36	0.00	0.00
Fees Exempt AB181 For October								3,754.62				
Fees Paid AB181 For October								33,391.36				
Fees Paid SB50 For October								0.00				
								0.00				
Fees Exempt AB181 To Date:								6,928.46				
Fees Paid AB181 To Date:								417,453.13				
Fees Paid SB50 To Date:								-				

**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
NOVEMBER 2019 ~											
RESIDENTIAL											
11/06/19	OG Construction/Oscar Garcia	1936 MacArthur Place	1955	220-0-072-135	357	Addition	1,460.13				
11/14/19	Goharik 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				
COMMERCIAL											
								0.00			
Sub-Total November 2019		\$40,683.23					4,678.96	36,004.27	0.00	0.00	
NECSP											
Fees Exempt AB181 For November		4,678.96									
Fees Paid AB181 For November		36,004.27									
Fees Paid SB50 For November		0.00									
Fees Exempt AB181 To Date:		11,607.42									
Fees Paid AB181 To Date:		453,457.40									
Fees Paid SB 50 To Date		-									
DECEMBER 2019~											
RESIDENTIAL											
12/04/19	Jonathan Martinez	2730 Geronimo Drive	1945	220-0-084-155	118	Addition	482.62				
COMMERCIAL											
Sub-Total December 2019		\$482.62					482.62	0.00	0.00	0.00	
Fees Exempt AB181 For December		482.62									
Fees Paid AB181 For December		-									
Fees Paid SB50 For December		-									
Fifth & Patterson Paid for December		\$0.00									
Fees Exempt AB181 To Date:		12,090.04									
Fees Paid AB181 To Date:		453,457.40									
Fees Paid SB50 To Date:		-									

**OXNARD SCHOOL DISTRICT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES	
JANUARY 2020~												
RESIDENTIAL												
01/02/20	Frank or Joan Fielding	911 Taffrail 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				
COMMERCIAL												
Sub-Total January 2020								184.05	16,347.73	0.00	0.00	
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										
Fees Exempt AB181 To Date:		12,274.09										
Fees Paid AB181 To Date:		469,805.13										
Fees Paid SB50 To Date:		-										
FEBRUARY 2020 ~												
RESIDENTIAL												
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					
COMMERCIAL												
Sub-Total February 2020								7,243.39	5,811.89	0.00	0.00	
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										
Fees Exempt AB181 To Date:		19,517.48										
Fees Paid AB181 To Date:		475,617.02										
Fees Paid SB50 To Date:		-										

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
MARCH 2020~											
RESIDENTIAL											
03/03/20	Froylan Ortiz	1174 South N Street	4310	203-0-011-180	354	Addition	1,447.86				
											2 checks: 0924617381
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			\$11,931.77; 745029 \$15,111.31
COMMERCIAL											
Sub-Total March 2020											
							1,447.86	27,043.08	0.00	0.00	
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 ~											
RESIDENTIAL											
											Cashiers check rec'd. for \$27,043.08: 06/04/20 refunded overpayment \$1,719.12
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	Marycruz Castro Montes	944 King Street	3520	202-0-165-250	645	Addition		2,470.35			
COMMERCIAL											
Sub-Total April 2020											
							0.00	29,513.43	0.00	0.00	
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:		-									

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SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
MAY 2020~											
RESIDENTIAL											
05/14/20	Marty Ingraham	1177 Mandalay Beach Road	8740	191-0-093-055	212	Addition	811.96				
COMMERCIAL											
05/12/20	Extra Space Management	2585 West Fifth Street	5530	183-0-100-220	15,781	New		6,880.52			
Sub-Total May 2020								811.96	6,880.52	0.00	0.00
Fees Exempt AB181 For May								811.96			
Fees Paid AB181 For May								6,880.52			
Fees Paid SB50 For May								0			
Fifth & Patterson Paid for May								0			
Fees Exempt AB181 To Date:								21,777.30			
Fees Paid AB181 To Date:								539,054.05			
Fees Paid SB50 To Date:								-			
Fifth & Patterson Paid To Date								-			
JUNE 2020~											
RESIDENTIAL											
06/08/20	Henry Casillas	Heritage Homes ~ Phase III (132; 138; 146 North H Street: 832; 838 Palm Dr.)	3270 3260	202-0-030-665; 675; 685; 715	8265	New			31,654.95		
06/09/20	Ralph Casillas, Jr.	215 Ash Street	2820	204-0-071-110	692	Addition			2,650.36		refunded 6/30/20: ADU under 750 SF
06/15/20	Gina Macri Ortiz	1100 Port Circle	6620	187-0-163-245	842	New			3,224.86		
06/18/20	Jose Luis Olmos	109 N. Grant Avenue	2630	201-0-111-320	482	Addition	1,846.06				
06/24/20	Heliodoro Avalos	600 Cooper Road	2615	201-0-121-170	2,770	New			10,609.10		1 check for both res. & com. \$11,235.63
06/29/20	Ignacio Carmona	1931 Ontario Street	5800	183-0-315-165	645	Addition			2,470.35		
COMMERCIAL											
06/24/20	Heliodoro Avalos	600 Cooper Road	2615	201-0-121-170	1,437	New			626.53		
Sub-Total June 2020								1,846.06	51,236.15	0.00	0.00
Fees Exempt AB181 For June								1,846.06			
Fees Paid AB181 For June								51,236.15			
Fees Paid SB50 For June								-			
Fifth & Patterson Paid for June								-			
Grand Totals											
Fees Exempt AB181 To Date:								23,623.36			
Fees Paid AB181 To Date:								590,290.20			Commercial Fees (included = \$12,127.85)
Fees Paid SB50 To Date:								-			Residential Fees (included)
Fifth & Patterson Paid To Date								-			
Grand Total All								\$ 613,913.56			
REFUNDS/SETTLEMENTS/OTHER (MISC.)											5/20/20 Henry Casillas/Dixieline Builders Fund Control, Inc.: overpayment/refund: see Heritage Homes 04/21/20 (1,719.12) 6/30/20 Ralph Casillas, Jr.: refund/ADU under 750SF exempt: see trans. 06/09/20 (2,650.36)
Total Misc.											-
2019-2020 ADJUSTED TOTAL RECEIVED								\$ 585,920.72			
3% Admin. Fee (GJ in June)								\$ 17,577.62			

**OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
July 2018~											
RESIDENTIAL											
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	Dixieline Builders Fund Control, In	5202 Outrigger Way	8730	191-0-074-055	2588	New		10,507.28			
07/26/18	Ravello River Ridge 152, LLC	The Gallery ~ Phase 2B (2314-2359 Niklaus St.)	5150	179-0-040-170 & 180	66829	New		271,325.74			
COMMERCIAL											
07/25/18	Oltmans Construction Co.	1400 Statham Parkway	2410	220-0-021-385	27040	Addition		10,897.12			
Sub Total July 2018							816.06	295,076.82	0.00	0.00	
Fees Exempt AB181 For July		816.06									
Fees Paid AB181 For July		295,076.82									
Fees Paid SB50 For July		-									
Fees Exempt AB181 To Date:		816.06									
Fees Paid AB181 To Date:		295,076.82									
Fees Paid SB50 To Date:		-									
August 2018~											
RESIDENTIAL											
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	Murillo, 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		
COMMERCIAL											
Sub-Total August 2018							2,155.86	2,500.96	0.00	0.00	
Fees Exempt AB181 For August		2,155.86									
Fees Paid AB181 For August		2,500.96									
Fees Paid SB50 For August		-									
Fees Exempt AB181 To Date:		2,971.92									
Fees Paid AB181 To Date:		297,577.78									
Fees Paid SB50 To Date:		-									

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SEPTEMBER 2018 ~											
RESIDENTIAL											
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	202-0-054100	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				-129.92
09/17/18	Maribel Robles	1904 Kensington Lane	5405	181-0-183-025	145	Addition	588.70				Setback Change per City (original date 6/1/18)
09/17/18	Gabriele 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
COMMERCIAL											
09/10/18	Jeffrey Brown/Calvary Chapel	2001 Eastman Ave.	1680	216-0-191-015	4,225	New	1,702.68				
Sub-Total September 2018								3,314.50	19,386.50	0.00	0.00
Fees Exempt AB181 For September		3,314.50									
Fees Paid AB181 For September		19,386.50									
Fees Paid SB50 For September		-									
Fees Exempt AB181 To Date:		6,286.42									
Fees Paid AB181 To Date:		316,964.28									
Fees Paid SB50 To Date:		-									
OCTOBER 2018~											
RESIDENTIAL											
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
COMMERCIAL											
10/18/18	MWS Wire Industries	3000 Camino Del Sol	1630	216-0-153-115	60,733	New					24,475.40
Sub Total October 2018								738.92	36,781.26	0.00	0.00
Fees Exemp AB181 For October		738.92									
Fees Paid AB181 For October		36,781.26									
Fees Paid SB50 For October		0.00									
		0.00									
Fees Exempt AB181 To Date:		7,025.34									
Fees Paid AB181 To Date:		353,745.54									
Fees Paid SB50 To Date:		-									

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
NOVEMBER 2018 ~											
RESIDENTIAL											
11/07/18	Jose Corona	116 S. McKinley Ave.	2615	201-0-141-200	1,408	New		5,716.48			
COMMERCIAL											
									0.00		
Sub-Total November 2018								5,716.48	0.00	0.00	0.00
NECSP											
	Fees Exempt AB181 For November							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	Garrett Miller	3627 Dry Creek Lane	6100	179-0-230-355	240	Addition	974.40				
COMMERCIAL											
Sub-Total December 2018								974.40	0.00	0.00	0.00
	Fees Exempt AB181 For December							974.40			
	Fees Paid AB181 For December							-			
	Fees Paid SB50 For December							-			
	Fifth & Patterson Paid for December							\$0.00			
	Fees Exempt AB181 To Date:							7,999.74			
	Fees Paid AB181 To Date:							359,462.02			
	Fees Paid SB50 To Date:							-			

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
JANUARY 2019~											
RESIDENTIAL											
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 Rialto 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			
COMMERCIAL											
Sub-Total January 2019		\$19,780.32					4,599.98	15,180.34	0.00	0.00	
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									
Fees Exempt AB181 To Date:		12,599.72									
Fees Paid AB181 To Date:		374,642.36									
Fees Paid SB50 To Date:		-									
FEBRUARY 2019 ~											
RESIDENTIAL											
02/20/19	Martin Escobar	1500 Rialto 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				
COMMERCIAL											
Sub-Total February 2019		\$2,082.78					2,082.78	0.00	0.00	0.00	
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									
Fees Exempt AB181 To Date:		14,682.50									
Fees Paid AB181 To Date:		374,642.36									
Fees Paid SB50 To Date:		-									

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SCHOOL FACILITIES DEVELOPER FEES REPORT
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
MARCH 2019~											
RESIDENTIAL											
03/04/19	Central Coast Engineering	1804 Brookside Avenue	5850	183-0-404-055	403	Addition	1,636.18				
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		
COMMERCIAL											
Sub-Total March 2019											
							2,935.38	300,180.16	0.00	0.00	
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				
Fees Exempt AB181 To Date:							17,617.88				
Fees Paid AB181 To Date:							674,822.52				
Fees Paid SB50 To Date:							-				
April 2019 ~											
RESIDENTIAL											
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				
COMMERCIAL											
Sub-Total April 2019											
							4,899.82	3,930.49	0.00	0.00	
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				
Fees Exempt AB181 To Date:							22,517.70				
Fees Paid AB181 To Date:							678,753.01				
Fees Paid SB50 To Date:							-				

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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
MAY 2019~											
RESIDENTIAL											
05/06/19	Virgilio Mireles	5330 Beachcomber Street	8715	191-0-054-075	998	Addition		4,081.82			
05/07/19	Cuauhtemoc 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	Arlester 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			
								0.00			
Sub-Total May 2019		\$16,049.16					2,335.39	13,713.77	0.00	0.00	
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	-										
JUNE 2019~											
RESIDENTIAL											
06/04/19	Humberto Aguirre	1015 Ontario Street	5620	183-0-184-075	806	Addition		3,296.54			
06/10/19	Maria 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 Arcadua Street	2940	204-0-161-070	211	Addition	862.99				
OTHER											
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
Sub-Total June 2019		\$18,417.27					862.99	17,554.28	0.00	0.00	
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											
Fees Exempt AB181 To Date:	25,716.08										
Fees Paid AB181 To Date:	710,021.06		Commercial Fees (included)		35,372.52						
Fees Paid SB50 To Date:	-		Residential Fees (included)		674,648.54						
Fifth & Patterson Paid To Date	-				710,021.06						
Grand Total All		\$ 735,737.13									
REFUNDS/SETTLEMENTS/OTHER (MISC.)											
							9/17/18: 332 North K Street: Setback Change per City (original date 6/1/18)	(129.92)			
Total Misc.							4/2/19: D. R. Horton Settlement payment rec'd.	150,000.00			
2018-2019 ADJUSTED TOTAL RECEIVED		\$ 859,891.14									

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	
JULY 2017~												
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				
Sub Total July 2017								0.00	12,424.01	0.00	0.00	
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:		-										
AUGUST 2017~												
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					
COMMERCIAL												
Sub-Total August 2017								2,366.98	11.13	0.00	0.00	
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'M'T	NOTES
SEPTEMBER 2017 ~											
RESIDENTIAL											
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			
COMMERCIAL											
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			
Sub-Total September 2017							786.52	240,768.31	0.00	0.00	
Fees Exempt AB181 For September							786.52				
Fees Paid AB181 For September								240,768.31			
Fees Paid SB50 For September											
Fees Exempt AB181 To Date:							3,153.50				
Fees Paid AB181 To Date:								253,203.45			
Fees Paid SB50 To Date:											
OCTOBER 2017~											
RESIDENTIAL											
10/06/17	Habitat for Humanity of Vta. Co., I	109 N. Hayes Ave.	2645	201-0-112-330	868	New				one check	
10/06/17	Habitat for Humanity of Vta. Co., I	111 N. Hayes Ave.	2645	201-0-112-100	1,154	New				written from	
10/06/17	Habitat for Humanity of Vta. Co., I	113 N. Hayes Ave.	2645	201-0-112-110	868	New				Habitat for	
10/06/17	Habitat for Humanity of Vta. Co., I	115 N. Hayes Ave.	2645	201-0-112-090	868	New				total	
10/06/17	Habitat for Humanity of Vta. Co., I	117 N. Hayes Ave.	2645	201-0-112-080	1,154	New				\$22,504.86	
10/06/17	Habitat for Humanity of Vta. Co., I	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			*refunded \$10,000.00
10/19/17	Charles Stevens	1021 Mandalay Beach Road	8725	191-0-051-465	4,000	New		14,840.00			
COMMERCIAL											
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	6,654	New		2,461.98			
Sub Total October 2017							215.18	527,543.54	0.00	0.00	
Fees Exempt AB181 For October							215.18				
Fees Paid AB181 For October								527,543.54			
Fees Paid SB50 For October								0.00			
								0.00			
Fees Exempt AB181 To Date:							3,368.68				
Fees Paid AB181 To Date:								780,746.99			
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'M'T	NOTES
NOVEMBER 2017 ~											
RESIDENTIAL											
11/02/17	Roberto Ortega	254 E. Cedar St.	2830	204-0-081-330	338	Addition	1,253.98				
11/07/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	125,400	New		465,234.00			
11/15/17	Maria 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	2154Patricia St.	5230	179-0-085-160	436	Addition	1,617.56				
COMMERCIAL											
11/07/17	Deardorff Farms	400 N. Lombard St.	1620	216-0-203-265	988	New/Addition		365.56			
Sub-Total November 2017							3,687.74	465,599.56	0.00	0.00	
NECSP											
Fees Exempt AB181 For November		3,687.74									
Fees Paid AB181 For November		465,599.56									
Fees Paid SB50 For November		0.00									
Fees Exempt AB181 To Date:		7,056.42									
Fees Paid AB181 To Date:		1,246,346.55									
Fees Paid SB 50 To Date		-									
DECEMBER 2017~											
RESIDENTIAL											
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			
12/07/17	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				
COMMERCIAL											
Sub-Total December 2017							1,676.92	52,871.01	0.00	0.00	
Fees Exempt AB181 For December		1,676.92									
Fees Paid AB181 For December		52,871.01									
Fees Paid SB50 For December		-									
Fifth & Patterson Paid for Decemb		\$0.00									
Fees Exempt AB181 To Date:		8,733.34									
Fees Paid AB181 To Date:		1,299,217.56									
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'M'T	NOTES
JANUARY 2018~											
RESIDENTIAL											
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				
COMMERCIAL											
Sub-Total January 2018		\$2,901.22					2,901.22	0.00	0.00	0.00	
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									
Fees Exempt AB181 To Date:		11,634.56									
Fees Paid AB181 To Date:		1,299,217.56									
Fees Paid SB50 To Date:		-									
FEBRUARY 2018 ~											
RESIDENTIAL											
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				
COMMERCIAL											
Sub-Total February 2018		\$29,160.60					0.00	29,160.60	0.00	0.00	
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									
Fees Exempt AB181 To Date:		11,634.56									
Fees Paid AB181 To Date:		1,328,378.16									
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'M'T	NOTES
MARCH 2018-											
RESIDENTIAL											
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			
COMMERCIAL											
Sub-Total March 2018							1,847.58	2,226.00	0.00	0.00	
Fees Exempt AB181 For March		1,847.58									
Fees Paid AB181 For March		2,226.00									
Fees Paid SB50 For March		-									
Fifth & Patterson Paid for March		\$0.00									
Fees Exempt AB181 To Date:		13,482.14									
Fees Paid AB181 To Date:		1,330,604.16									
Fees Paid SB50 To Date:		-									
APRIL 2018 ~											
RESIDENTIAL											
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				
COMMERCIAL											
Sub-Total April 2018							1,312.08	2,348.43	0.00	0.00	
Fees Exempt AB181 For April		1,312.08									
Fees Paid AB181 For April		2,348.43									
Fees Paid SB50 For April		-									
Fifth & Patterson Paid for May		0.00									
Fees Exempt AB181 To Date:		14,794.22									
Fees Paid AB181 To Date:		1,332,952.59									
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'M'T	NOTES	
MAY 2018~												
RESIDENTIAL												
05/04/18	Erica Morris	1725 Ambrose Avenue	5850	183-0-401-095	56	Addition	227.36					
05/04/18	Jerry Poprawski	2160 Kingsbridge	7930	188-0-057-025	455	Addition	1,847.30					
05/08/18	Jose Partida	1121 Doris Avenue	4130	200-0-172-300	33	Addition	133.98					
05/08/18	Melanie North	1600 Dunsmuir Street	5840	183-0-381-015	127	Addition	515.62					
05/15/18	Gym Brynn Jasper O. Onasin	660 Roderick Avenue	3240	200-0-231-030	330	Addition	1,339.80					
05/15/18	Luis Oscanos	1901 Victoria Avenue, #202	6770	188-0-350-255	245	Addition	994.70					
05/15/18	Luis Oscanos	1901 Victoria Avenue, #204 The Gallery ~ Phase 2	6770	188-0-350-235	188	Addition	763.28					
05/15/18	Ravello River Ridge 152, LLC	(odd 2311-2335 Niklaus St.)	5150	179-0-040-170 & 180	25,233	New		102,445.98				
COMMERCIAL												
05/25/18	ZT Cabot LLC	2021 Cabot Place	1665	216-0-191-115	24,518	New		9,071.66				
Sub-Total May 2018							5,822.04	111,517.64	0.00	0.00		
Fees Exempt AB181 For May							5,822.04					
Fees Paid AB181 For May							111,517.64					
Fees Paid SB50 For May							0					
Fifth & Patterson Paid for May							0					
Fees Exempt AB181 To Date:							20,616.26					
Fees Paid AB181 To Date:							1,444,470.23					
Fees Paid SB50 To Date:							-					
Fifth & Patterson Paid To Date							-					
JUNE 2018~												
RESIDENTIAL												
06/01/18	Grace Blas	332 North K Street	4150	200-0-282-210	816	Addition		3,312.96				
06/04/18	Jade Alvarez	5333 Whitecap Street	8725	191-0-082-025	103	Addition	418.18					
06/18/18	Richard Horne	2410 Lions Gate Drive	5440	181-0-155-105	244	Addition	990.64					
06/18/18	Arturo Sepulveda	171 W. Iris Street	3630	203-0-223-080	498	Addition	2,021.88					
06/18/18	Edward Cristobal	2621 Pyrite Place	5365	181-0-204-395	222	Addition	901.32					
COMMERCIAL												
Sub-Total June 2018							4,332.02	3,312.96	0.00	0.00		
Fees Exempt AB181 For June							4,332.02					
Fees Paid AB181 For June							3,312.96					
Fees Paid SB50 For June							-					
Fifth & Patterson Paid for June							-					
Grand Totals												
Fees Exempt AB181 To Date:							24,948.28					
Fees Paid AB181 To Date:							1,447,783.19					
Fees Paid SB50 To Date:							-					
Fifth & Patterson Paid To Date							-					
Grand Total All							\$ 1,472,731.47					
REFUNDS												
10/18/17	Oxnard Pacific Associates II, LP	ck.#5007072074; refund overpayment										-10,000.00
Total Refunds											(10,000.00)	
2017-2018 ADJUSTED TOTAL RECEIVED							\$ 1,437,783.19					

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Approval of the Oxnard School District 2024-25 School Calendar (Torres/Carroll)

The Oxnard School District and the Oxnard Educators Association (OEA) have agreed upon and submit the 2024-25 Oxnard School District School Calendar for approval.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the 2024-25 School Calendar, as presented.

ADDITIONAL MATERIALS:

Attached: [2024-2025 School Calendar \(one page\)](#)

Oxnard School District 2024-2025 School Calendar

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July	
4	Independence Day Holiday

August	
12	Staff Development Day (no students)
13	Site Staff Development Day (no students)
14	Teacher Prep Day (no students)
15	First Day of School
	Wednesdays: student early release day

September	
2	Labor Day Holiday
	Wednesdays: student early release day

October	
14	Site PD Day (no students)
	Wednesdays: student early release day

November	
1	District PD Day (no students)
11	Veterans Day Holiday
19-22	Conference Days (Minimum Days for students)
25-29	Thanksgiving Holidays
	Wednesdays: student early release day

December	
20	Minimum Day for teachers and students
23-31	Winter Break
	Wednesdays: student early release day

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January	
1	New Year's Day
1-10	Winter Break
20	Martin Luther King Jr. Holiday

Wednesdays: student early release day 14

February	
6-7	Conference Days (minimum days for students)
14	President's Day Holiday
17	President's Day Holiday

Wednesdays: student early release day 18

March	
3	District PD Day (no students)

Wednesdays: student early release day 20

April	
7-21	Spring Break

Wednesdays: student early release day 11

May	
26	Memorial Day Holiday

Wednesdays: student early release day 21

June	
18	Last Day of School (Min. Day for teachers & students)
19	Juneteenth Holiday

Wednesdays: student early release day 13

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Establishment and Increase of Hours of Positions (Torres/Fuentes)

Establish

A four-hour 180-day Office Assistant position number 11984 to be established in the Special Education Department. This position will be established to provide additional support.

An eight-hour 244-day Office Assistant II position number 11966 to be established in the Transportation Department. This position will be established to provide additional support.

A five-hour and forty five-minute 183-day Paraeducator Special Education position number 2227 to be established at Frank School. This position will be established to update the Instructional Assistant SH/B position to the new job description of Paraeducator-Special Education.

A five-hour and forty five-minute 183-day Paraeducator Special Education position number 1706 to be established at Sierra Linda School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator Special Education.

A five-hour and forty five-minute 183-day Paraeducator Special Education position number 10650 to be established in the Special Education Department. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

A five-hour and forty five-minute 183-day Paraeducator Special Education position number 7342 to be established at San Miguel School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator Special Education.

An eight-hour 183-day Speech Language Pathology Assistant position number 11983 to be established at San Miguel School. This position will be established

Increase in Hours

A four-hour and thirty-minute 180-day Campus Assistant position number 3064 to be increased to five hours and twenty minutes at Harrington School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for 1 Office Assistant II position: \$78,460.00 SPED Funds.

Cost for 1 Office Assistant II position: \$80,440.00 Supplemental Concentration./LCFF Funds.

Savings for 1 Paraeducator-Special Education position: \$19,433.88 SPED Funds.

Cost for 1 Paraeducator-Special Education position: \$1,790.00 SPED Funds.

Cost for 1 Paraeducator-Special Education position: \$901.65 SPED Funds.

Cost for 1 Paraeducator-Special Education position: \$901.65 SPED Funds.

Cost for 1 Paraeducator-Special Education: \$1,790.00 SPED Funds.

Cost for 1 Speech Language Pathology Assistant position: \$92,294.00 Funds.

Cost for 1 Campus Assistant position: \$3,882.74 Supplemental Concentration/LCFF Funds.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 12.13.23 \(3 pg\).pdf](#)
[Certificated Personnel Actions 12.13.23 \(1 pg\).pdf](#)

New Hires

Alcaraz, Daniela	Paraeducator-Special Education, Position #1487 Lemonwood 5.75 hrs./183 days	11/27/2023
Arellano, Yolanda	Campus Assistant, Position #3048 Sierra Linda 5.25 hrs./180 days	11/03/2023
Casas, Teresa	Human Resources Technician, Position #10292 Human Resources 8.0 hrs./246 days	11/27/2023
Lainez Mazariegos, Jennifer	Paraeducator-Special Education, Position #2403 Special Education 5.75 hrs./183 days	11/27/2023
Perez, Claudia F.	District Translator, Position #7259 Special Education 8.0 hrs./246 days	11/27/2023
Ramos, Carmen L.	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./189 days	11/16/2023
Vazquez Guzman, Andrea	Attendance Accounting Technician, Position #2244 Lopez 8.0 hrs./209 days	11/27/2023

Limited Term/Substitutes

Aguirre, Alexis	Paraeducator (Substitute)	10/24/2023
Beltran, Aris S.	Paraeducator (Substitute)	11/13/2023
Canizalez Jr. Edgar L.	Paraeducator (Substitute)	11/06/2023
Davalos, Lateafa A.	Campus Assistant (Substitute)	09/28/2023
De Loera, Candelaria N.	Clerical (Substitute)	10/30/2023
Geier, Laurie J.	Paraeducator (Substitute)	11/06/2023
Ibarra Diaz, Pamela G.	Clerical (Substitute)	10/17/2023
Rodas, Brianna M.	Paraeducator (Substitute)	10/30/2023
Rodriguez, Lesly	Campus Assistant (Substitute)	10/02/2023
Tellez, Teresa A.	Child Nutrition Worker (Substitute)	09/05/2023

Reinstatement

Ochoa, Yanelly	Paraeducator-General Education, Position #9808 Curren 4.16 hrs./183 days	11/13/2023
Samame, Natali C.	District Translator, Position #2299 Special Education 8.0 hrs./246 days	11/14/2023

Promotion

Gomez, Maria A.	Bus Driver, Position #1117 Transportation 8.0 hrs./183 days Transportation Driver, Position #8708 Transportation 5.5 hrs./183 days	11/14/2023
Tellez, David	After School Program Site Coordinator, Position #11708 Enrichment & Specialized Programs 8.0 hrs./246 days Paraeducator III, Position #2142 Special Education 5.75 hrs./183 days	11/13/2023

Transfers

Ayala, Lisa R.	Campus Assistant, Position #3025 McAuliffe 4.75 hrs./180 days Campus Assistant, Position #6506 McAuliffe 4.0 hrs./180 days	10/01/2023
Gonzalez, Luis E.	Bus Driver, Position #1088 Transportation 8.0 hrs./183 days Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	10/23/2023
Lopez, Rosalinda	Campus Assistant, Position #6505 McAuliffe 4.5 hrs./180 days Campus Assistant, Position #3025 McAuliffe 4.0 hrs./180 days	10/01/2023
Mata, Erica	Human Resources Technician, Position #11866 Human Resources 8.0 hrs./246 days Human Resources Technician, Position #10292 Human Resources 8.0 hrs./246 days	11/01/2023
Patron-LaFrance, Alicia	Intermediate School Secretary, Position #6243 Kamala 8.0 hrs./191 days Intermediate School Secretary, Position #9638 Marshall 8.0 hrs./191 days	10/23/2023
Pena, Sahara	Library Media Technician, Position #2515 Brekke 5.0 hrs./189 days Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./189 days	10/24/2023
Raya, Cristina	Campus Assistant, Position #3027 McKinna 4.5 hrs./180 days Campus Assistant, Position #3089 McKinna 4.0 hrs./180 days	10/02/2023
Reyes, Nayeli T.	Attendance Accounting Technician, Position #1836 Ramona 8.0 hrs./209 days Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./209 days	11/13/2023

Increase in Hours

Almanza, Sanjuana C.	Campus Assistant, Position #6569 McKinna 5.0 hrs./180 days Campus Assistant, Position #6569 McKinna 4.0 hrs./180 days	10/02/2023
De La Rosa, Maricela	Campus Assistant, Position #3026 McKinna 5.0 hrs./180 days Campus Assistant, Position #3026 McKinna 4.0 hrs./180 days	10/02/2023
Lopez, Esmeralda	Campus Assistant, Position #3123 Lemonwood 5.75 hrs./180 days Campus Assistant, Position #3123 Lemonwood 5.50 hrs./180 days	10/02/2023

Transfers (cont.)

Romero Ramirez, Denise	Campus Assistant, Position #8653 McKinna 5.0 hrs./180 days Campus Assistant, Position #8653 McKinna 4.0 hrs./180 days	10/02/2023
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Layoffs

11594	Paraeducator-Special Education, Position #8534 San Miguel 5.75 hrs./183 days	10/04/2023
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Resignations

Cabrera, Mayra A.	Office Assistant II, Position #10613 Brekke 8.0 hrs./202 days	11/03/2023
Jasso, Judy E.	Registered Behavior Technician, Position #9245 Special Education 8.0 hrs./202 days	12/29/2023
Renteria, Gricet	Campus Assistant, Position #2988 Fremont 5.25 hrs./180 days	12/08/2023

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

Arzabal-Meehan, Danielle	ISP Teacher	November 27, 2023
Guillaume, Linda	ISP Teacher	November 13, 2023
Mendez, Maria	ISP Teacher	November 6, 2023
Perez, Christina	ISP Teacher	November 13, 2023
Gutierrez, Regina	Substitute Teacher	2023/2024 School Year
Hernandez, Jesus	Substitute Teacher	2023/2024 School Year
McLaughlin, Kelli	Substitute Teacher	2023/2024 School Year
Radford, Peter	Substitute Teacher	2023/2024 School Year
Rodarte, Jesus	Substitute Teacher	2023/2024 School Year
Schimmel, Melissa	Substitute Teacher	2023/2024 School Year
Sett, Katherine	Substitute Teacher	2023/2024 School Year
Vasquez, Adrien	Substitute Teacher	2023/2024 School Year
Waldron, Jazlyn	Substitute Teacher	2023/2024 School Year

Resignations

Acosta, Anel	DLI Teacher	November 1, 2023
Kim, Hyuna (Mia)	SLP	December 15, 2023

Retirement

Gibbs, Michelle	Teacher, Literacy	December 1, 2023
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39-Month Rehire list

Cervantes Caro, E Iliana	Teacher	November 28, 2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Designation of Representative and Alternate to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO) (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the designations of Dr. Natalia Torres, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives to the CSEBO Board, and Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services and Angelique Pagliano, School Psychologist, as Alternates.

FISCAL IMPACT:

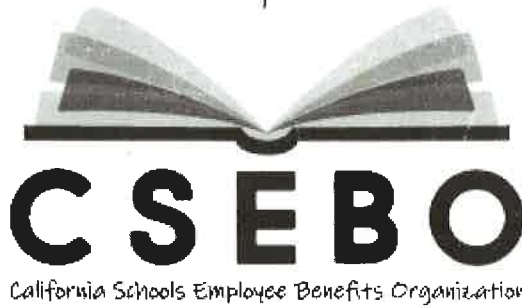
None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board approve the designations to the CSEBO Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [Designation of CSEBO Representatives](#)



The Governing Board of Oxnard hereby Designates the following as its Representatives and Alternate Representatives to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO).
Effective Date 11/7/2023

REPRESENTATIVE

Name Joanna Pelino *and*
Title School Psychologist
Address 1051 South A Street
City Oxnard Zip Code 93030
Phone # 805-385-1501
FAX # _____
Email jpelino@oxnardsd.org

ALTERNATE

Name Anglique Pagliano
Title School Psychologist
Address 1051 South A Street
City Oxnard Zip Code 93030
Phone 805-385-1501
FAX # _____
Email apagliano@oxnardsd.org

REPRESENTATIVE

Name Natalia Torres *and*
Title Assistant Superintendent, HR
Address 1051 South A Street
City Oxnard Zip Code 93030
Phone # 805-385-1501
FAX # _____
Email ntorres@oxnardsd.org

ALTERNATE

Name Valerie Mitchell
Title Assistant Superintendent
Address 1051 South A Street
City Oxnard Zip Code 93030
Phone 805-385-1501
FAX # _____
Email vmitchell@oxnardsd.org

The "REPS" are authorized to and shall act as the District's agents in all matters related to CSEBO business

President Signature, Governing Board Date

Superintendent Signature Date

Joanna Pelino 11/7/23
Representative Signature Date

Anglique Pagliano 11/14/23
Alternate Signature Date

N. Torres 11/14/23
Representative Signature Date

Valerie Mitchell 11-27-23
Alternate Signature Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Overnight Field Trip and Agreement #23-185 – United Boys & Girls Clubs of Santa Barbara County-Camp Whittier – Soria School (Fox/Kemp)

One Hundred Ten (110) 6th grade students from Juan Soria School will participate in an instructional program of Outdoor Science & Math at Camp Whittier in Santa Barbara, January 9-12, 2024.

FISCAL IMPACT:

There is no impact to the General Fund. Costs are approximately \$400 per student, \$175 per district staff member/chaperone, and the total including insurance and round-trip bus transportation is not to exceed \$47,000.00. Costs will be paid by ASB Fundraisers.

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #23-185 with United Boys & Girls Clubs of Santa Barbara County-Camp Whittier, at no cost to the district.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-185, United Boys & Girls Clubs of Santa Barbara/Camp Whittier \(15 Pages\)](#)
[Proposal \(6 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider’s sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

*SEE ATTACHED PROPOSAL

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Camp Whittier

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

tstepien@unitedbg.org www.unitedbg.org

Camp Whittier Proposal

Group Name: Juan Soria School

Contact Name: Kirsten Barajas

Email: kbarajas@oxnardsd.org

Address: 3101 Dunkirk Drive
Oxnard, CA 93035

Phone: (805) 385-1584

Alt. Phone:

Minimum Guaranteed: 110

Min. Guaranteed # of Meals per Person: 10

Group Arrival Date: January 9, 2024

Time (AM/PM): 9:00 AM

Departure Date: January 12, 2024

Time: 12:00 Noon

Mode of Transportation:

Bus Vans Multiple Personal Vehicles Other: _____

Meal Schedule:

Standard Meals	Standard Time	Alternative Meals	Alternative Time
Breakfast	8:00 AM		
Lunch	12:00 PM		
Dinner	6:00 PM		

Week 1	Breakfast	Lunch	Dinner	Week 2	Breakfast	Lunch	Dinner
Monday		110	110	Monday			
Tuesday	110	110	110	Tuesday			
Wednesday	110	110	110	Wednesday			
Thursday	110	110		Thursday			
Friday				Friday			
Saturday				Saturday			
Sunday				Sunday			

Facilities Use:

<input checked="" type="checkbox"/>	Rotary Cabins	
<input checked="" type="checkbox"/>	Creek Lodge	
<input checked="" type="checkbox"/>	Canyon Village Cabins	
<input checked="" type="checkbox"/>	Canyon Lodge/Dorms	
<input checked="" type="checkbox"/>	Wilderness Cabins	
<input type="checkbox"/>	Pool	
<input checked="" type="checkbox"/>	Archery Range	
<input type="checkbox"/>	Challenge Course	
<input type="checkbox"/>	Kitchen Rental	

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

Camp Whittier Proposal and Invoice

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

Item	Quantity	Cost/Unit (\$)	Total Cost (\$)
Eling's Science & Math Camp			
Students	110	\$375	\$41,250
Teachers	4	\$175	\$700
Chaperones	6	\$150	\$900
		Total:	\$42,850

Due Date for Use Fees:

Security Deposit: Payable by Money Order or Cashier's Check. Deposit may be used for any damages incurred during stay. After contract is completed, any remaining security deposit amount can be rolled over to the next retreat reservation, can be refunded or applied to balance due. Request for deposit refunds will be submitted to our accounting office and returned within 3 weeks of departure.

Item	Quantity	Cost/Unit (\$)	Total Cost (\$)
Security Deposit	1	\$4,000	\$4,000
		Total:	\$4,000

Security Deposit:

Camp Whittier Use Agreement

Cancellation Fees:

In the event of cancellation by user group, the following charges will apply:

- A) 91 or more days prior to camp use – return of deposit less \$350.00 administrative fee.
- B) 61 to 90 days prior to camp use – loss of deposit plus 20% of minimum guaranteed fee.
- C) 31 to 60 days prior to camp use – loss of deposit plus 40% of minimum guaranteed fee.
- D) 15 to 30 days prior to camp use – loss of deposit plus 60% of minimum guaranteed fee.
- E) 0 to 14 days prior to camp use – loss of deposit plus 100% of minimum guaranteed fee.

User group Insurance

- 1) User group agrees to provide proof of the following form of insurance before arrival at camp.
 - a. COMPREHENSIVE GENERAL LIABILITY INSURANCE with minimum limits of \$1,000,000 personal injury, sickness, or death per any one occurrence and \$1,000,000 for loss of damage of property per any one occurrence. Int'l _____
- 2) User group shall have the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY named as additional insured on user's Comprehensive General Liability Insurance policies for the period user group is using camp facilities. Int'l _____
- 3) It is hereby understood and agreed that any insurance provided by user group in accordance with the agreement shall be deemed primary insurance and shall not look to any insurance of the UNITED BOYS & GIRLS CLUBS OF GREATER SANTA BARBARA COUNTY for contribution. Int'l _____

User Group Agrees

- 1) To observe all rules of the County of Santa Barbara and the U.S. Forest Service, including those that provide that no wood be cut, and no fires or smoking is allowed except in areas so designated. The user group is responsible for all supervision of attendees for the duration of the contract. Camp Guidelines will be sent with the contract and other Camp procedures will be discussed at your first meal. Int'l _____
- 2) To abide by all rules and regulations of Camp Whittier. To provide a certified lifeguard for all aquatic activities. To provide adult supervision in each cabin. To provide an adult certified in first aid and CPR on duty for emergency medical needs. To have emergency transportation available if necessary. It is the user group's responsibility to provide all necessary equipment, staff, supervision, and transportation during an emergency except when it is deemed appropriate that this be provided by community emergency response personnel. User groups are also responsible to notify camp director in all emergency situations. Camp Whittier recommends that the user groups compile an emergency packet for all participants that include emergency names and contact numbers, medications, restrictions and permission to treat. Int'l _____
- 3) To pay any damage to camp property during occupancy of camp facilities other than normal wear and tear, which are discovered during the departure inspection by the director of Camp Whittier. Camp Whittier shall have no obligation to identify the member or members of the user group responsible for the damage. The user group is responsible for the supervision and the behavior for attendees. The camp facilities will be inspected by the camp director prior to the arrival of the user group and will be re-inspected prior to or immediately after user group's departure. The initial inspection will be considered correct unless variances are noted in writing by the user group leader and presented to the camp director within two hours of arrival. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean and swept upon departure. Int'l _____
- 4) It is understood and agreed that no firearms, **alcoholic beverages or illegal drugs of any kind** are not permitted on the premises. Int'l _____
- 5) To pay deposits, security deposits, and camp rental fees upon agreed upon payment schedule. User group agrees to pay all invoices on time, pay 1-1/2 % per month for an annual rate of 18% service charge on past due amounts and pay court costs, and/or reasonable attorney's fees, or both, if collection is necessary through process of suit. Int'l _____
- 6) **User group agrees to pay 90% of total agreement amount if the attendance is lower than what was written into the agreement. Please estimate your total amount of attendees wisely.** Int'l _____
- 7) User group is not permitted the use of any ropes course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a Teamwork's certified ropes facilitator. Int'l _____
- 8) User group is responsible to provide their own wood for campfires, cooking, & using in the dining hall fireplace. Int'l _____

Hold-Harmless Agreement:

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

Camp Whittier Agrees:

- 1) To provide administrative assistance and maintenance for the period contracted.
- 2) To provide food service for the period contracted, unless otherwise indicated in addendum.
- 3) To reserve the right to cancel this agreement for other than breach of these terms upon reasonable notice.

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

Addendum:

Please sign, return original by mail or email to:

**Camp Whittier
2400 Highway 154
Santa Barbara, CA 93105
Or**

**Camp Director: Todd Stepien
tstepien@unitedbg.org**

Checks and Money Orders can be made out to "UBGC - Camp Whittier".

I hereby certify that I am authorized to sign for the user group listed below:

User Group

Authorized Signature – User Group Leader

Print Name & Title

Date

Authorized Signature – Camp Whittier

Print Name & Title

Date

Rules and Regulations for Events at Camp Whittier:

Prior to Arrival You Need to Know:

1. There is no phone available at camp. If you need a phone please be sure someone in your group has a cell phone available. There is a phone for medical emergencies only.
2. All groups must provide their own bedding and toiletries.
3. You must designate a contact prior to your event to check in and check out your group with the Camp Ground Host.
4. We provide a vegetarian and vegan option in our menu when requested. Final count must be provided to us 2 weeks prior to event.
5. Groups bringing individual cars must designate a parking coordinator to arrive early to meet with our Camp Ground Host.
6. Clean up must be in a timely manner per the pre-arranged contractual agreement.
7. Any additional work, cleaning or restoration which must be completed by Camp Whittier Staff, that is necessary due to user group's negligence will be billed at \$150/hour plus cost of any materials needed.
8. Firearms, illegal drugs and minors smoking or using alcohol are strictly forbidden on camp grounds.
9. We require adult supervision in each cabin.
10. The user group agrees to leave the camp, cabins, and bath/shower rooms in the condition that it was found, clean, and swept upon departure.
11. User group is not permitted the use of any rope course equipment, low or high, unless contracted with Camp Whittier and under the supervision of a Camp Whittier certified ropes course facilitator.
12. User group is responsible to provide their own wood for campfires, cooking & using in the dining hall fireplace.

Upon Arrival:

1. **Camp Speed Limit is 4 mph.**
2. PLEASE DRIVE SLOWLY: immediately when you see your first building upon entry to camp grounds. We have many children frequently hiking our roads.
3. All vehicles must be parked in the parking lot.
4. No pets allowed in the camp.
5. Check in with Camp Ground Host. If problems arise during your stay, please see Camp Ground Host.
6. Do not carry people in the back of trucks while on camp property.
7. No candles allowed in any buildings in the camp.
8. No tacks, nails, staple gun or duct tape on or in buildings or trees on or into camp. Do not attach anything to the fans at camp.
9. Smoking Areas: There are three smoking areas at the camp only.
 - a. In front of the Dining Hall by the fire pit.
 - b. At the Campfire Circle by the fire pit.
 - c. In front of the Lodge by the water fountain.
10. All cigarette butts must be put in the pits or cigarette can. It is considered trash, and your group will be held accountable if left on the grounds.
11. No gum allowed in the camp. It can kill the wildlife.
12. Please keep off all high and low ropes course events and the rock-climbing wall. These are for use only with supervision only with certified Camp Whittier staff.
13. Please no rock throwing in camp. Please communicate this to children especially.
14. Please put all trash into trash cans and recyclables (cans and bottles) in recycle containers.
15. No vehicles allowed on the field. No stakes into the field due to sprinkler system.
16. For your safety we have a bell alarm at the camp that is sounded in the event of an emergency. If you hear the bell, your group should report to the field below the pool.
17. Balloons are not allowed at camp; they can be harmful to our wildlife.
18. Only use buildings assigned to you as per your contractual agreement.
19. Quiet hours are 9:00pm-7:00am. Please avoid staff housing, dining hall, and parking lot areas during these hours.
20. If you have food in your cabin, you may attract ants or small animals.

21. If you are hiking please be aware of the following:

- a. Poison Oak: No leaves in winter only straight sticks. Green or red leaves other times.
- b. Ticks: They hang out on the end of brush and wait for hikers to feed on.
- c. Snakes: We have many snakes including Rattle Snakes. If you see a snake just leave it alone. If it is in the Camp area please let us know and our staff will take care of it.
- d. Mountain Lions: (Rarely seen), they are seen mostly at night. If you come across one, make yourself as big as possible and **back away slowly. Do not turn and run** or it will chase you
- e. Other Wildlife: Deer, Wild Turkeys, Quail, Squirrels, Hawks, Eagles, Bear, Raccoons, Skunks, Coyotes. **Please do not feed or destroy the wildlife.** Just enjoy the view and allow them to do their thing without our interruption. Many animals will let you get within a few feet if you are careful.
- f. Please do not take or pick plant life. If you take it, it won't be there for others to enjoy.

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

Responsible Party Signature: _____

Print Name: _____

Date: _____

Please return a copy to our office with your contract. Thank you for your cooperation!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-186 – San Diego County Superintendent of Schools (Fox/Jenks)

San Diego County Superintendent of Schools will provide virtual and in person Professional Development for 7th and 8th grade Spanish middle school teachers during the 2023-2024 school year.

Term of Agreement: December 14, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$16,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Interim Director, Teaching & Learning, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-186 with San Diego County Superintendent of Schools

ADDITIONAL MATERIALS:

Attached: [Agreement #23-186, San Diego County Superintendent of Schools \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

SAN DIEGO COUNTY OFFICE OF EDUCATION
Multilingual Education and Global Achievement Department

OXNARD SCHOOL DISTRICT
2023-24 Multilingual Education Support

Prepared by Eva Pando Solís, Ph.D.

REVISED PROPOSAL

PURPOSE & SCOPE

The purpose of this work is:

To increase the capacity of 7th and 8th grade world languages teachers in the Oxnard School District to provide high-quality Spanish language and content instruction aligned to the *2019 California World Languages Standards*, the *Spanish Language Arts Common Core Standards* and the *California World Languages Framework*.

To increase the district TOSAs understanding of the *California English Language Development Standards*, and their capacity to support effective implementation of Comprehensive ELD (Integrated and Designated ELD).

Deliverables

- Five full days of professional learning for 7th and 8th grade world languages teachers
- One full day of professional learning for district TOSAs
- Planning and preparation of all materials, handouts, and presentations needed for the PL sessions
- Three virtual meetings (1h 1/2 each)
- Consultation and coordination meetings and calls, as needed

COST:

A proposed contract for **\$16,000** includes all related costs: in-person professional learning sessions, preparation of all necessary materials, travel and lodging costs, and consultation and collaboration.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-198 – Sterling Venue Ventures, LLC (Fox)

This agreement is for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies which will be held at the Oxnard Performing Arts Center on Thursday, June 13, 2024, at the following designated times:

Thursday, June 13, 2024:

9:00am - Lopez Academy

12:00pm – Fremont Academy

3:00pm – Frank Academy

FISCAL IMPACT:

Not to Exceed \$6,500.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-198 with Sterling Venue Ventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-198, Sterling Venue Ventures, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

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Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

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- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
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 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Oxnard PAC - 2024 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For:				
Event Name	Date	Day	Time In:	8AM
Oxnard School District	6/13/24	Thursday	Time Out:	6PM
Company Name:		Contact:		
Oxnard School District		Dalia Valenzuela-Arenas 805-385-1501 #2301 dvalenzuelaarenas@oxnardsd.org		
Event Discription		Event Type:		
Graduations		Graduations		
Attendance		Ticketed		
1600		yes		

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$6,500
Facilities		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
Cleaning			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
Event Cost:			\$6,500

Theatre Staff					
	Hours	# of Staff	Rate PTEB		
Ushers 1 per 75	Included	4	8	\$28.40	\$ -
Porter 1 ea	Included	flat rate	2	\$150.00	\$ -
Security 1 per 200	Included	4	4	\$68.16	\$ -
Box Office 1 per 500	Included	6	1	\$35.50	\$ -
Bathroom Attendants 2 ea	Included	flat rate	1	\$150.00	\$ -
FOH Manager 1 ea	Included	7	1	\$60.35	\$ -
Tech Production Manager 1 ea	Included	7	1	\$ 60.35	\$ -
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*		7	3	\$46.15	0
StageHands & Loaders as Needed		0			
OVERTIME			2	0	\$ 46.15

NOTE: All Concessions sold by SVV

Damage Deposit:	\$ -
Total Fees:	\$ 6,500.00
Deposit:	\$ -
Payment:	\$ -
Due:	\$ 6,500.00

Sterling Venue Ventures, LLC

Client Signature

* By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
 * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-199 – Building Block Entertainment Inc. (Fox/Tapia)

Building Block Entertainment will provide two performances of “Bye Bye Bully” on Monday, January 29, 2023, for students at Driffill School.

FISCAL IMPACT:

\$1,095.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Driffill School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-199 with Building Block Entertainment Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-199, Building Block Entertainment Inc. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

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Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

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If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



PROPOSAL FOR SCHOOL ASSEMBLY PERFORMANCE

A Shows That Teach solo performer will perform the program entitled: "Bye Bye Bully"

Name of school where performance is held: Driffill School

The performance(s) shall begin at: 8:30am & 9:30am (program length: approx. 45 min.)

The assembly shall be performed in the following month: January 2024

School address: 910 South "E" st. Oxnard, CA 93030 United States

School contact person: Mary Elisondo

The total fee for this engagement: \$1,095.00

Please make check payable to Building Block Entertainment Inc. EIN 27-1719204

Deposit due: \$0.00

Technical requirements:

1. **An additional \$100 will be added to the above fee for outdoor performances.** (For technical reasons, "Bye Bye Bully" and "Stop, Think, Act" cannot be performed outdoors).
2. **Please verify that this date is recorded on your school calendar.**
3. Performer will require the use of a table.
4. Performer requires access to the performing area at least 60-minutes before the performance time is required. Performer requires 55-minutes to load in and set up.
5. A performing space or stage of at least 15' wide x 15' deep is required.
6. Unless otherwise arranged, performer will furnish microphones and sound system.
7. Once the show has ended, performer will need an additional 30-minutes to remove props and sound equipment from the stage.
8. Please arrange for a school representative such as a custodian to be present at setup time (60 min. before the first performance) to direct performer to the stage lighting controls, table, electrical outlets, and restrooms.
9. Performer requires at least 10-minutes to reset the stage between multiple performances.
10. This proposal is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of the performer, but will be rescheduled on a mutually agreeable date.
11. When a Building Block Entertainment (Shows That Teach) performer travels to the agreed location to perform and is unable to perform due to circumstances beyond the control of the performer or Building Block Entertainment - e.g. fire, a major earthquake, an electrical outage, an unplanned school closure, rain (if outdoors), etc. - Building Block Entertainment is to be paid in full.
12. You may reach the performer directly at the following cell phone: (760) 224-0567

Signature for Building Block Entertainment Inc.:

BUILDING BLOCK ENTERTAINMENT INC. 5243 COMERCIO AVE. WOODLAND HILLS, CA 91364 WWW.SHOWSTHATTEACH.COM (760) 224-0567

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-200 – Big Brothers Big Sisters of Ventura County (Fox/Nocero)

Big Brothers Big Sisters of Ventura County (BBSVC) will engage a maximum of 75 at-risk students within the Oxnard School District in BBSVC’s Site-Based Mentor Program, to provide mentoring opportunities that lead to school and life success, improved literacy rates, and improved S.T.E.A.M. and Social Emotional Learning.

Term of Agreement: December 14, 2023 – June 30, 2024

FISCAL IMPACT:

\$60,000.00 – California Learning Communities for School Success Program (LCSSP)

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-200 with Big Brothers Big Sisters of Ventura County.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-200, Big Brothers Big Sisters of Ventura County \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

~~W-9 received~~

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Organization: Big Brothers Big Sisters of Ventura County

Program Name: "Attendance Champions: Empowering Students for School Success"

Program Overview: "Attendance Champions" is an innovative program developed by Big Brothers Big Sisters of Ventura County in collaboration with the Oxnard School District. The program aims to provide targeted support and mentoring to students in the Oxnard School District who are struggling with truancy. By leveraging the proven Big Brothers Big Sisters mentoring model and incorporating professional case management, trauma-informed approaches, and practices, the program seeks to inspire positive change, foster academic engagement, and promote regular school attendance among participating students.

Program Services:

1. Mentor-Mentee Matches:

- **Recruitment and Screening:** Big Brothers Big Sisters will recruit and screen volunteer mentors who are passionate about supporting students and committed to promoting regular school attendance. The screening process will include background checks, interviews, and reference checks.
- **Mentor Training:** Volunteer mentors will undergo comprehensive training that incorporates the Big Brothers Big Sisters mentoring model. This model emphasizes building positive relationships, effective communication, goal setting, and supporting mentees academically and socially.
- **Matching Process:** Careful consideration will be given to matching mentors with mentees based on compatibility, shared interests, and relevant experiences, ensuring the formation of meaningful and impactful relationships. Big Brothers Big Sisters will utilize its expertise in mentor-mentee matching to ensure successful pairings.

2. Individualized Support Plans:

- **Truancy Assessment:** Each participating student's attendance record will be reviewed to identify underlying factors contributing to truancy. Big Brothers Big Sisters will collaborate with school counselors and administrators to gather comprehensive information about the student's circumstances.
- **Individualized Support Plans:** Based on the assessment results, Big Brothers Big Sisters' professional case managers will work with mentors, mentees, and their families to develop individualized support plans. These plans will outline specific goals, strategies, and interventions to address truancy issues, considering the unique needs and strengths of each student.
- **Case Management:** Mentors, supported by professional Case Managers, will maintain regular communication and check-ins with their mentees to monitor progress, provide guidance, and offer support as needed. Case managers will provide ongoing support to mentors, offering resources, expertise, and advice to ensure effective mentorship.

3. Engaging Activities and Resources:

- **Educational Enrichment:** The program will offer a range of educational activities, workshops, and resources designed to enhance academic skills, promote positive school engagement, and improve attendance. Big Brothers Big Sisters will collaborate with educational professionals to develop engaging and impactful activities that align with academic goals.

- **Social Emotional:** focuses on nurturing students' social and emotional skills, promoting resilience, self-awareness, self-regulation, empathy, and responsible decision-making. Through evidence-based strategies and trained mentors, students are provided with a safe and supportive space to express themselves, develop healthy coping mechanisms, and navigate social interactions effectively.
- **Career Exploration:** Mentees will have opportunities to explore various career paths, learn about different industries, and gain insight into the value of education and career goals. Big Brothers Big Sisters will connect mentees with professionals in different fields, organize career panels, and facilitate experiential learning opportunities.
- **Group Activities:** Regular group outings and events will be organized to foster a sense of community, provide social support, and encourage positive peer interactions among program participants. These activities will be designed to promote teamwork, leadership, and personal growth.

4. Family Involvement and Collaboration:

- **Family Engagement:** Recognizing the crucial role of families in addressing truancy, the program will actively involve parents/guardians through regular communication, workshops, and resources to support their child's attendance and academic success. Big Brothers Big Sisters will provide educational materials, workshops, and opportunities for families to connect with mentors and other program participants.
- **Collaboration with School Staff:** Big Brothers Big Sisters staff, will collaborate closely with school administrators, counselors, and teachers to align program efforts with existing school initiatives and ensure a coordinated approach to addressing truancy. Regular communication channels will be established to share progress, discuss challenges, and celebrate successes.

5. Data Tracking and Evaluation:

- **Data Collection:** Program administrators will implement a comprehensive data tracking system to monitor attendance improvements, academic progress, mentor-mentee relationships, and other relevant indicators. This data will be collected and analyzed to measure the program's effectiveness and inform ongoing improvements.
- **Evaluation and Continuous Improvement:** Regular program evaluations will be conducted to assess the program's impact, identify areas for improvement, and make data-informed adjustments to program strategies and interventions. Big Brothers Big Sisters will actively seek feedback from mentors, mentees, families, and school staff to ensure continuous learning and program enhancement.

Oxnard School District Responsibilities:

1. Serve as a lead agency and fiscal agent.
2. Provide student referrals to the "Attendance Champions" mentoring program.
3. Allow collection of data to reflect grades, attendance, discipline referrals and any other information necessary for the evaluation of the program per grant requirements.
4. Provide support to develop a cohesive team of professionals to work with the program.
5. Provide appropriate space for one-to-one mentoring to occur during or After- School.

COMPENSATION SCHEDULE:

- A. **Annual Rates:** One Program Manager \$52,000/year
- B. **Travel Expenses:** Will be in accordance with BBBSVC policy and will be based on the current IRS mileage rate, not to exceed \$1,500 per year.
- C. **Equipment & Materials Expenses:** Not to exceed \$1,500 per year.
- D. **Administrative Expenses:** Not to exceed \$5,000 per year.
- E. **Maximum Contract Dollar Amount:** The maximum cost charged to Oxnard School District must NOT exceed \$60,000 per year.

Indemnification:

Oxnard School District shall save, defend, hold harmless and indemnify the Provider (its employees, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Oxnard School District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Provider.

BBBSVC shall save, defend, hold harmless and indemnify the Oxnard School District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Oxnard School District.

Term:

Effective December 14th, 2023, thru June 30, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-201 – School Yard Rap (Fox/Shea)

School Yard Rap will provide live performances at all 20 schools in the Oxnard School District. The performances are comprised of hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplifts and celebrates diversity.

Term of the Agreement: January 1, 2024 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$130,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-201 with School Yard Rap.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-201, School Yard Rap \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



SCHOOL YARD RAP

OXNARD SCHOOL DISTRICT

PROPOSAL QUOTE

SCHOOL YARD RAP

School Yard Rap was founded in 2015 and specializes in creating educational content and curriculum through the lens of History. School Yard Rap's mission is to drastically improve the educational experiences of learners of all ages by providing curriculum, content, music, and professional development that uplifts the narratives of minorities. We work to build awareness, knowledge, and competencies for excellence and equity in schools and communities.

WHY

Students need to have moments to celebrate their culture and identity. Students need to be made aware of the positive contributions of a diverse community. Students need to be aware of social-emotional issues and solutions that would benefit them and their community. These things need to be taught in an inclusive and entertaining fashion by a professional able to handle diverse questions and populations.

WHAT

School Yard Rap's live performance and content combine incredible hip-hop music along with visuals that inform and amuse the student population about the history, social-emotional health, mental health, and experiences of many populations. All content focuses on celebrating the accomplishments of African Americans, Latinos, Latinas, Chicanos, AAPI, and Women. Our curriculum teaches STEAM and history through the representation of people of color throughout history.

- 20 elementary school site assemblies (Black History) 30min TK-2nd and 45 min 3rd-6th grade show at each site. (Spring semester) **(\$6,500 each)**
-

COST

\$130,000

THE PRICE LISTED INCLUDES DISCOUNTS AND IS ONLY VALID FOR OSD DURING THE '23-'24 SCHOOL YEAR AND IF PROPOSAL IS PURCHASED IN FULL

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-202 – Elemental Hardware, Inc. (Fox/Shea)

Elemental Hardware, Inc. will provide an enrichment program during our Expanded Learning Opportunity Programs. They will provide staff and materials in the Elemental Hardware Enrichment DIY hands-on projects to Oxnard School District students after school. Staff will be trained to show students how to construct some items such as a step stool and clock.

Term of Agreement: January 1, 2024 through June 30, 2024

FISCAL IMPACT:

\$2,470,000.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-202 with Elemental Hardware, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-202, Elemental Hardware Inc. \(15 Pages\)](#)
[Proposal \(6 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and jorejel@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Oxnard School District

DIY Enrichment Proposal

Expanded Learning Program

Overview:

For Oxnard School District’s Expanded Learning Program, Elemental Hardware Enrichment will provide DIY classes for students in grades 2 - 8 at 10 different schools during their after-school programs. The projects will focus on developing students’ basic carpentry, electrical, and art skills and exposing them to career pathway options in the skilled trades.

Goal:

Provide students with hands-on learning opportunities to apply problem-solving, carpentry, electrical, and art skills.

Program design:

1. **Pilot:** Elemental Hardware Enrichment will provide 2 DIY enrichment classes for students 5 days per week at 10 school sites for a 2-week pilot program.
2. **2024 Enrichment Burst #2:** Elemental Hardware Enrichment will provide 2 DIY enrichment classes for students 5 days per week at 10 school sites from January 22, 2024 - March 22, 2024.
3. **2024 Enrichment Burst #3:** Elemental Hardware Enrichment will provide 2 DIY enrichment classes for students 5 days per week at 10 school sites from April 14, 2024 - June 7, 2024.

Total Pilot Cost: \$260,000

Week	Grades	Schools	Total DIY classes	Cost / Class	Total Cost
1	2, 3, 4, 5, 6, 7, 8	Chavez, Curren, Driffill, Frank, Fremont, Kamala, Lemonwood, Lopez, Marshall, Soria	100	\$1,300	\$130,000
2	2, 3, 4, 5, 6, 7, 8	Chavez, Curren, Driffill, Frank, Fremont, Kamala, Lemonwood, Lopez, Marshall, Soria	100	\$1,300	\$130,000

Total Enrichment Burst Cost: \$2,210,000

Enrichment Burst	Grades	Schools	Total DIY classes	Cost / Class	Total Cost
1 (1/22/24 - 3/22/24)	2, 3, 4, 5, 6, 7, 8	Chavez, Curren, Driffill, Frank, Fremont, Kamala, Lemonwood, Lopez, Marshall, Soria	900	\$1,300	\$1,170,000
2 (4/14/24 - 6/7/24)	2, 3, 4, 5, 6, 7, 8	Chavez, Curren, Driffill, Frank, Fremont, Kamala, Lemonwood, Lopez, Marshall, Soria	800	\$1,300	\$1,040,000

What's included:

Project materials, assembly supplies, tools, and art supplies for up to 20 students per class:

- Each DIY project kit includes **all wooden or electrical parts and hardware** to assemble a project (on-site storage required).
 - Our project parts are made to last. We source durable raw materials at the most cost-effective rates our volume permits. Our carpenters and shop team then spend the time to manufacture these raw materials down into age-appropriate finished parts for students to assemble into finished projects themselves.
- Any **hand tools** (measuring tape, hammers, screwdrivers, pliers, wrenches, etc.) required to assemble a project will be provided to students (no on-site storage required).
- Any **project supplies** (safety glasses, hardware trays, wood glue, etc.) required to assemble projects effectively will be provided to students (no on-site storage required).
- Any **art supplies** (paint brushes, paint, palettes, stickers, markers, etc.) that will support students' creativity while decorating their projects will be provided to students (no on-site storage required).

Material delivery:

- All project materials, assembly supplies, tools, and art supplies will be delivered to each school site.
- Delivery of DIY project kits will be made on a 1x monthly basis on an agreed-upon day and time for that site; therefore, on-site storage will be required.

- All other materials, tools, and supplies will be brought to class daily as needed by instructors, and therefore do not require on-site storage.

Instructors:

- 1-2 instructors will be provided for each class
- Instructors will carry up-to-date CPR and First-Aid certifications, recent negative TB test, be fully vaccinated against COVID-19, provide proof of passing mandated reporter training, pass a livescan fingerprinting background check.
- Instructors will be fully trained on hand tool and classroom safety, all DIY projects that they teach, general classroom management, and will work to promote an emotionally-safe and positive learning environment for all students.
- Instructors will arrive early before each class begins to prepare the classroom for student instruction. Instructors will also take the time after class ends to clean up after student instruction.

Program launch support:

- Elemental Hardware Enrichment is committed to leading any pre-launch enrollment marketing projects and / or events that become approved to set the program up for success and absorb any costs incurred as part of this promotional activity.
- Examples of potential projects and events that have been discussed:
 - On-site lunchtime booth for students to visit, learn about DIY, and take flyers home for parents to learn more
 - Marketing flyer for school administration to hand out to students and parents
 - Marketing copy and visual assets to insert in digital school announcements or principal messages

Program evaluation support:

- Elemental Hardware Enrichment is committed to leveraging its instructors to provide qualitative and quantitative feedback and evaluations on the program's impact and student skill development and engagement.
- Should the district request any additional program evaluation methods that require the support of Elemental Hardware Enrichment's instructors in implementing, we are open to discussing their requirements and integrating them into our instructors' scope of work.

Ongoing program administrative support:

- Elemental Hardware Enrichment is committed to partnering with the district to collect and receive feedback in the interest of continually improving DIY program delivery and overall after-school program objectives.
- This includes providing a primary point of contact at Elemental Hardware Enrichment for the district to funnel feedback through, manage any necessary scheduling changes, participate in Partner Meetings with site staff, and participate in any required staff trainings.

What's NOT included:

Storage:

- Each school site needs to have space available to store DIY project kits for each month's worth of expected classes. Exact volume and storage space required will be provided in advance of each delivery.

Terms:

Student attendance and engagement evaluation protocol:

- Should the district experience lower than anticipated attendance (20 students per class), excess DIY project kits and supplies can be credited towards future DIY classes outside of the current Enrichment Burst Schedule or in other expanded learning programs such as a Spring or Summer Break camp.
- Should the DIY program fail to demonstrate positive outcomes in student engagement, interest, and enrollment, Oxnard School District has the option to adjust the scheduling and frequency or discontinue the program.
- Regular assessment measures including student enrollment, attendance, instructor observations, and surveys will be implemented and reviewed by Elemental Hardware Enrichment staff and shared with Oxnard School District.
- Feedback and insights gathered from these assessments will inform any optimizations that can be made to the program's content, delivery, and structure, which will also be shared with the Oxnard School District.

Collaborative problem-solving & open communication policy:

- Should any challenges or issues arise throughout the program or its implementation, Elemental Hardware Enrichment is committed to communicating with the district and

resolving those issues in a timely and collaborative manner, prioritizing the interests of the students and the overall success of the program's outcomes.

- Site and district administration will have a contact sheet to reach specific Company administration and instructors to effectively facilitate communication and any necessary escalations.
- Should Oxnard School District or site administrators wish to collaborate in a recurring meeting, periodic progress review, or scheduled check-ins to proactively manage communication, the Company is also willing to be available and participate in these.

Financial transparency:

- Elemental Hardware Enrichment is committed to continually revisiting its program costs to drive down expenses without compromising on program, instructor, and material quality.
- Should Elemental Hardware Enrichment have an opportunity to deliver its program more cost-effectively during the duration of this contract either through raw material supplier contract renegotiations, manufacturing technology investments, or other procedural improvements, the Company will pass those savings onto Oxnard School District in the form of a lower cost per class rate.

Invoicing:

- Elemental Hardware Enrichment will bill 1x per month for services rendered in the prior month.
 - For example, on February 1, 2024, the District can expect an invoice for services rendered in January 2024.
- Only services that are actually rendered will be invoiced.
 - For example, if a class is cancelled, it will not be invoiced.
- Invoices are payable on net-30 terms.

Flexible program termination:

- Either party may terminate this agreement upon providing a written notice to the other party at least thirty (30) days prior to the intended termination date. Termination may be initiated if either party determines, in good faith, that the program no longer aligns with the educational objectives and priorities of the school district, or if significant challenges arise that impede the successful implementation of the program.

- Upon termination, both parties agree to promptly engage in a collaborative review process to assess the reasons for termination and to determine the appropriate disposition of any remaining program materials, equipment, or resources.
- The terminating party will not be held liable for any financial or legal obligations beyond the termination date, provided that all obligations prior to termination have been fulfilled.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-205, Teacher Created Materials (Fox/Ruvalcaba)

Dr. Rebecca Palacios of Teacher Created Materials will facilitate English and Spanish workshops on February 22, 2024, centered around supporting TK-2 students with routines, skills that promote regular school attendance, and early literacy skills to help students read on grade level by third grade.

FISCAL IMPACT:

Not to exceed \$5,500.00 – California Learning Communities for School Success Program (LCSSP)

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-205 with Teacher Created Materials.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-205, Teacher Created Materials Inc. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Created by Teachers for Teachers and Students

Proposal

Teacher Created Materials
5301 Oceanus Drive
Huntington Beach, CA 92649

10/16/2023

Proposal #: TCM-00086558
Teresa Ruvalcaba
Oxnard Elementary School District
1051 S A St
Oxnard, CA 93030

Rebecca Palacios will visit Oxnard Elementary School District to facilitate English and Spanish workshops on the same day. The workshops will be centered around supporting TK-2 students with routines, skills that promote regular school attendance, and early literacy skills to help students read on grade level by third grade.

Item #	Title	Qty	Unit Price	Ext Price
131573	Two Paid Professional Learning (workshop, in-person)	2	\$2,750.00	\$5,500.00

Sub-Total: \$5,500.00

Total:	\$5,500.00
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Roshani Solanki
Sales Consultant
Teacher Created Materials
Direct Line: (310) 480-2266
Email: roshani.solanki@teachercreatedmaterials.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-207 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)

Dr. Beatrice Braun, Educational Audiologist from Auditory Processing Center of Pasadena will perform assessments on CAPDOTS, including retest and IEP reporting, for the Special Education Services Department during the 2023-2024 academic year.

Term of Agreement: December 14, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$5,000.00 (per attached proposal/rate sheets) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-207 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-207, Auditory Processing Center of Pasadena \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



AUDITORY PROCESSING CENTER (AGOURA HILLS-PASADENA-SANTA BARBARA)

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

Bea Braun, Au.D., F-AAA
Educational Audiologist

28720 Roadside Dr., Suite 335
Agoura Hills, CA 91301
www.auditoryprocessingctr.com

7-1-22

The following are my rates for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2600.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. I do not provide a classroom observation.

IEP Attendance – attend via phone/online \$300 flat fee for any part of the first hour. If I'm required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. I require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in my office. I do not provide transportation. The parent brings the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist
AU-1469

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract Agreement #23-209 – Mark Albrent Painting Inc. (Mitchell/Miller)

Mark Albrent Painting Inc. will perform interior painting work at the ELOP Warehouse per attached proposal dated 11/13/2023.

FISCAL IMPACT:

\$26,980.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-209 with Mark Albrent Painting Inc., in the amount of \$26,980.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract Agreement #23-209, Mark Albrent Painting Inc. \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoice upon completion of project to accountspayable@oxnardsd.org and m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Mark Albrent Painting,

1239 Owens Avenue
Ventura, CA 93004-2038
CSL# 654870

PROPOSAL

Date	Estimate #
11/13/2023	4960

CUSTOMER
Lisa Franz 1051 S. "A" Street Oxnard, Ca. 93030

JOB NAME
ELOP Warehouse 3050 Camino Del Sol Oxnard, Ca. 93030

CSL # 654870

Description	c	Total
Interior Painting Proposal for ELOP Warehouse Offices All painting to be done as per Dunn-Edwards Specifications. Includes 5 man doors and bathrooms accessed from warehouse area. Oxnard School District is to supply all paints, primers and thinners. Labor Only		26,980.00

Phone # 805 218-7580 malbrent@roadrunner.com	Total	\$26,980.00
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Terms	Payment due within 10 days of invoice date. Interest of 1.5% per month 18% annum rate will be charged on unpaid invoices.
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Signature _____ **311**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-210 – Provocative Practice (Fox)

Provocative Practice will provide the district with strategic planning facilitation, design, and support services.

Term of Agreement: January 1, 2024 through June 30, 2025

FISCAL IMPACT:

\$235,490.00 – Supplemental Concentration

RECOMMENDATION:

It is recommended by the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-210 with Provocative Practice.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-210, Provocative Practice \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Francisca S. Sánchez

16 Jersey Lane • Patterson, CA 95363

909.322.9844 (C) • 209.894.7816 (H) • franciscasanchez53@gmail.com

TO: Ana DeGenna, Ed.D, Superintendent
Oxnard School District

FROM: Francisca Sánchez

SUBJECT: PROPOSAL FOR STRATEGIC PLAN IMPLEMENTATION & SUPPORT SERVICES

DATE: October 5, 2023,

In response to your request, I am submitting this extended proposal to provide Oxnard SD with strategic plan implementation and support services beginning in January 1, 2024 and continuing through June 30, 2025.

I understand your goal is to ensure deep implementation of Oxnard EMPOWERS so that the Oxnard community is able to realize its vision of student success embodied in the Oxnard Student Profile. To that end, I propose that we conduct the following activities:

COMPONENT 1: PROVIDE GUIDANCE & SUPPORT TO THE IMPLEMENTATION TEAM. (January 2024- June 2025) (\$85,900)

Operationalize convenings for the Oxnard EMPOWERS Implementation Team and Leadership Council, including calendar of meetings, purpose and outcomes, agenda format, and implementation activities, and professional growth opportunities. Meet one day/month with the implementation team to focus on the year's priorities, assess progress, troubleshoot, grow the team's professional capacity. Support implementation of the action plans. Meet quarterly with the Leadership Council. Total of 18 full day in person meetings with the Implementation Team and 8 part day in person meetings with the Leadership Council. Two facilitators will be at each meeting.

COMPONENT 2: IDENTIFY & PROVIDE EXTERNAL MENTORS (January 2024- June 2025) (\$15,000)

Based on the identified priorities and the needs of the Implementation Team, identify and secure two key external mentors to support the Team's work. Integrate the mentors into the Implementation Team meetings. The mentors will provide their services, either virtually or in person from January 2024 through June 2025.

COMPONENT 3: DEVELOP A DISTRICT ALTERNATE DATA DASHBOARD (January 2024- September 2024) (\$38,090)

In collaboration with Parsec Education, a data visualization company, create a customized OSD data dashboard that incorporates metrics related to the OSD Student Profile elements and provide student interview services using a trademarked video process.

These services include:

- A. Custom Student Profile Dashboard (Initial Set Up: \$15,000 - includes set up and training; Annual Maintenance Fee: \$5,000)
 - Visualization of Student Profile Elements and Development of Icons for Each Element
 - Visualization of Student Profile Metrics
- B. Parsec Reel - Provides rich qualitative feedback through recorded student (7th & 8th grade) video interviews and powerful analysis capability. Uncover new insights that inspire action. (Annual License: \$18,090)
 - Video Surveys
 - Templated Prompts
 - Customized Prompts
 - Admin Dashboard
 - Insights Search
 - Insights Report
 - Insights Reel
 - Data Integration and Implementation

Additional consultation beyond the services listed above can be provided at \$300/hr with principal data scientists and at \$250/hr with Senior/Junior Data Scientists. This cost is not figured into the total costs as this would be an optional service.

COMPONENT 4: PROVIDE HIGH-LEVEL FACILITATION TRAINING (February 2024- June 2025) (\$54,000)

Provide ongoing high-level facilitation training to the Implementation Team (and district/site administrators, if possible) (Cohorts 1 & 2 Core Training and Follow Up Training for Cohort 1) (up to 35 people per cohort) to help them develop the skills and tools to engage in the adaptive work required for implementation and for communicating effectively about the district's strategic plan and the implementation work. The Core Training will involve 5 days of in-person training and 10 virtual one-hour coaching sessions scheduled once a month for two cohorts; the Follow Up Training will involve 2 days of in-person training in Year 2 for Cohort 1 with 4 virtual one-hour coaching sessions, scheduled once a month.

COMPONENT 5: PROVIDE IMPLEMENTATION OVERSIGHT SUPPORT TO THE OXNARD EMPOWERS LEAD. (January 2024- June 2025) (\$10,000)

Support and coach the Oxnard EMPOWERS Lead with implementation of the action plans. In collaboration with the Oxnard EMPOWERS Lead and other district support staff, establish a strategic plan monitoring system that allows the Superintendent and Cabinet, all Implementation Team members, and key others identified by the Superintendent to regularly know the

status of any action plan and that provides staff with implementation responsibilities with the tools to assess progress and make mid-course corrections as needed. Make recommendations to the Superintendent and Oxnard EMPOWERS Lead regarding public accountability protocols that will allow any stakeholder to know the overall progress/status of each recommendation for action on a quarterly basis.

COMPONENT 6: FINALIZE THE REDESIGN OF THE EML MASTER PLAN (January - February 2024) (\$5,000)

Support the Manager of Equity, Family, & Community Engagement with the redesign of the EML Master Plan to fully align it to Oxnard EMPOWERS. Provide a fully formatted plan.

COMPONENT 7: PROVIDE EML MASTER PLAN PROFESSIONAL LEARNING SESSIONS FOR DELAC (January 2024 - May 2024) (\$20,000)

Provide five professional learning sessions for DELAC designed to orient them to the various components of the redesigned EML Master Plan. These interactive sessions will be conducted in Spanish. All session materials will be developed in Spanish.

COMPONENT 8: PROVIDE TRAINING AND INFORMATIONAL PRESENTATIONS TO STAFF AND COMMUNITY GROUPS TO EXTEND KNOWLEDGE AND OWNERSHIP OF OXNARD EMPOWERS. (January 2024- June 2025) (\$7,500)

In collaboration with the Superintendent and her leadership team, design and deliver training and other presentations to staff, community groups, parents, and the Board of Education to share Oxnard EMPOWERS and implementation progress, engage stakeholders in greater support of Oxnard EMPOWERS, and build staff and community will to make the Oxnard EMPOWERS vision a reality in Oxnard. Three presentations/trainings are included as part of this component.

TOTAL COST FOR COMPONENTS 1-8: \$235,490

District Responsibilities

The District will have responsibility for:

- Duplicating all necessary materials, including the facilitation training handbooks.
- Providing access to required documents and staff.
- Serving as the liaison between consultant and district staff and other stakeholders.
- Providing the necessary meeting facilities, set up, and refreshments.
- Providing access to the information technology infrastructure and staff to facilitate communication, project monitoring, and project evaluation.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-212 – Efficiencie LLC (Fox/Nocero)

Efficiencie LLC will create a secure database, based on the needs of Oxnard School District and the mental health system designed through the grant, that contains data related to mental health services conducted on school sites. The database will be customized for all Oxnard School District sites, mental health partner organizations, and database users.

Term of Agreement: December 14, 2023 through December 31, 2024

FISCAL IMPACT:

Not to Exceed \$25,000.00 – Mental Health Service Professional Demonstration Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-212 with Efficiencie LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-212, Efficiencie LLC \(15 Pages\)](#)
[Scope of Work \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: N/A

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
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- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. On Site Services; Student Data Access. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. Other Services. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. Tuberculosis Risk Assessment requirements (Education Code section 49406). Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and jperaza@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Efficiency Database Creation

Scope of Work

In order to fulfill the reporting requirements of The Mental Health Service Professional Demonstration Grant, Oxnard School District will contract with Efficiency, LLC to develop a mental health database. The Mental Health Service Professional Demonstration Grant will increase availability and access to the continuum of services and support that address the growing and complex mental health challenges students face that impact their overall emotional, psychological and social well-being and their ability to fully engage in learning. Efficiency will work with Oxnard School District to customize the mental health database for each school site.

Scope of Contract:

- November 15, 2023 - December 31, 2024
- Cost: \$25,000

Services provided through this contract include:

- Create a secure database that contains data related to the mental health services conducted under the Mental Health Professional Demonstration Grant;
- Design work based on the needs of the grant and Oxnard School District;
- Work closely with the Director of Pupil Services and the school-based mental health collaborative team to design a system that reflects the needs of the Oxnard School District Mental Health Systems of Support;
- Customization of the database for all OSD school sites, mental health partner organizations; and database users to be identified by OSD.
- Database will enable OSD to track students served through the Mental Health Professional Demonstration Grant.
- Database will enable OSD to track associates, trainees, and interns completing fieldwork hours on OSD campuses.

Outcome Data

- Database created by Efficiency will support in tracking the goal of conducting 500 mental health screenings by the conclusion of each school year to identify students in need of mental health services or interventions.

Efficiency Database Creation

Scope of Work

- Database created by Efficiency will support in tracking the goal of increasing the number of students receiving school-based mental health referrals by 456 by the end of the school year.
- Database created by Efficiency will support in tracking the goal of reducing the number of suspensions and office disciplinary referrals each school year.
- Database created by Efficiency will support in tracking the goal of Increasing the number of students and families provided referrals to outside agencies for additional supports

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract Agreement #23-213 – Dial Security (Mitchell/Miller)

Dial Security will perform AiPhone Installation at Kamala, McAuliffe & Fremont per attached proposal dated 11/17/2023. This is an intercom system that provides access control utilizing voice and video communication between up to 5 locations on campus to the front exterior doors.

FISCAL IMPACT:

\$47,776.99 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Field Contract Agreement #23-213 with Dial Security, in the amount of \$47,776.99.

ADDITIONAL MATERIALS:

Attached: [Field Contract Agreement #23-213, Dial Security \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as "District") and _____,
(hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoice upon completion of project to accountspayable@oxnardsd.org and m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

760 West Ventura Blvd.
 Camarillo, CA 93010
 Tel: (805) 389-6700
 Fax: (805) 383-3401
 www.dial-comm.com



Proposal Date: November 17, 2023
 Customer: Oxnard School District
 Proposal Type: Aiphone System | Governmental

Fremont Elementary School - 1130 N M St, Oxnard, CA 93030
Aiphone Equipment Schedule

Quantity	Description
1	White Aiphone Master Station with Handset
1	Vandal Resistant Door Station
5	Software License for Computer
1	12/24V Power Supply for Door Lock
1	4 Port PoE Switch
1	latch retraction kit on existing panic bar with door loop
LOT	Wire Mold
LOT	Cable
LOT	Prevailing Wage Labor, Installation, and End User Training

Christa McAuliffe - 3300 Via Marina Ave, Oxnard, CA 93035
Aiphone Equipment Schedule

Quantity	Description
1	White Aiphone Master Station with Handset
1	Vandal Resistant Door Station
5	Software License for Computer
1	12/24V Power Supply for Door Lock
1	4 Port PoE Switch
1	Surface mount grade 1 rim strikes with preload
LOT	Wire Mold
LOT	Cable
LOT	Prevailing Wage Labor, Installation, and End User Training

Kamala Elementary School - 634 W Kamala St, Oxnard, CA 93033
Aiphone Equipment Schedule

Quantity	Description
1	White Aiphone Master Station with Handset
1	Vandal Resistant Door Station
5	Software License for Computer
1	12/24V Power Supply for Door Lock
1	4 Port PoE Switch
1	Surface mount grade 1 rim strikes with preload
LOT	Wire Mold
LOT	Cable
LOT	Prevailing Wage Labor, Installation, and End User Training

Scope of Work:

Dial Security is to install the above listed Aiphone system. All work is to be performed during normal business hours.

Pricing Schedule: Purchase

Item	Price
Purchase and Installation of the Above Listed System:	\$47,776.99

Pricing does not include applicable sales Tax

Caveats:

- *Coordination with IT will be required for networking control panel.*
- *Should doors have fire blocks or unusual studs that prevent the ability to run wire to the door frame, holes may need to be cut for access, and additional labor charges may apply.*
- *Above Listed pricing include required Performance and Payment Bond.*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-218 – Sterling Venue Ventures, LLC (Fox/Shea)

Rental fees for use of Oxnard Performing Arts Center Theater for Ballet Nepantla to be held on February 21 & 22, 2024.

FISCAL IMPACT:

Not to exceed \$13,000.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-218 with Sterling Venue Ventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-218, Sterling Venue Ventures, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Oxnard PAC - 2024 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For:				
Event Name	Date	Day	Time In:	1pm
Ballet Nepantia	February 21st & 22nd	Wednesday, Thursday	Time Out:	11pm
Company Name:		Contact:		
Oxnard School District		Judith Orejel (805) 385-1501 Ext 2324		
Event Description		Event Type:		
Ballet		Ballet		
Attendance		Ticketed		
1600		yes		

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$13,000
Facilities			
Building Overtime (After 10 Hrs) @ \$250/Hr.		FEES USED	\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
Cleaning			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		

Event Cost: \$13,000

Theatre Staff

FOH- Required for all Events			Hours	# of Staff	Rate PTEB		
Ushers	1 per 75	Included	4	8	\$28.40	\$ -	
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -	
Security	1 per 200	Included	4	4	\$68.16	\$ -	
Box Office	1 per 500	Included	6	1	\$35.50	\$ -	
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -	
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -	
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -	
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0	
StageHands & Loaders	as Needed		0				
			OVERTIME	2	0	\$ 46.15	\$ -

Damage Deposit:	\$ -
Total Fees:	\$ 13,000.00
Deposit:	\$ -
Payment:	
Due:	\$ 13,000.00

NOTE:

Sterling Venue Ventures, LLC

Client Signature

- * By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #23-221 – Sterling Venue Ventures, LLC (DeGenna)

Rental fees for use of the Oxnard Room at the Oxnard PAC for a Meet and Greet with paraeducators and campus supervisors on January 9, 2024.

FISCAL IMPACT:

Not to exceed \$1,750.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Superintendent, that the Board of Trustees approve Agreement #23-221 with Sterling Venue Ventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-221, Sterling Venue Ventures, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Oxnard PAC - 2024 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For: Oxnard Room			
Event Name	Date	Day	Time In: 2pm
Conference	January 9th	Tuesday	Time Out: 6pm
Company Name: Oxnard School District		Contact: Lydia Lugo Dominguez llugodominguez@oxnardsd.org	
Event Description: Seminar		Event Type: Meeting	
Attendance: 200		Ticketed: yes	

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$1,500	Price per day	\$1,500
Facilities			
Building Overtime (After 10 Hrs) @ \$250/Hr.		FEES USED	\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0		\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0		\$ -
Full Pro Lights Package	\$0		\$ -
Audio			
THX Surround Sound	\$0		\$ -
Front of House (Main)	\$0		\$ -
On Stage Monitors	\$0		\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		\$ -
Video Projection Upstage Screen 16'x20'	\$0		\$ -
Projector	\$250		\$ 250.00
Cleaning			
Event Cleaning	\$0		\$ -
VIP Room Cleaning (If used for catering)	\$0		\$ -
Additional Trash Removal / Dumpster Rental	\$0		\$ -
Confetti Cleanup	\$0		\$ -
Miscellaneous			
Advertising	\$0	Ask for details Per event	\$ -
Parking Permits	\$0		\$ -
Green Room Hospitality	\$0		\$ -
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	\$ -
Printing Fee	\$0	Printing	\$ -
Merchandise Split	0		\$ -
Event Cost:			\$1,750

Theatre Staff

FOH- Required for all Events			Hours	# of Staff	Rate PTEB	
Ushers	1 per 75	Included	4	8	\$28.40	\$ -
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -
Security	1 per 200	Included	4	4	\$68.16	\$ -
Box Office	1 per 500	Included	6	1	\$35.50	\$ -
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0
StageHands & Loaders	as Needed		0			\$ -
OVERTIME			2	0	46.15	\$ -

NOTE: Round Tables with chairs included for 80 people.
This does not include table cloths.
2 rectangle tables also included

Damage Deposit:	\$ -
Total Fees:	\$ 1,750.00
Deposit:	\$ -
Payment:	\$ -
Due:	\$ 1,750.00

Sterling Venue Ventures, LLC

Client Signature

- * By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #23-01 and Approval of Agreement #23-223 for Roofing Project – ELOP Building (Mitchell/Miller)

Formal bids were solicited for Bid #23-01, Roofing Project – ELOP Building, pursuant to Public Contract Code 20110. Four bids were received and opened at 2:00 p.m., Friday, November 3, 2023. The Bid Summary is attached.

FISCAL IMPACT:

\$356,983.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #23-01, Roofing Project – ELOP Building, and enter into Agreement #23-223 with Channel Islands Roofing Inc., in the amount of \$356,983.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #23-223, Channel Islands Roofing Inc. \(15 Pages\)](#)

OXNARD SCHOOL DISTRICT



School/Dept: ELOP Building
Project Description: Roofing Project
OSD BID NO. 23-01

BIDDERS	BASE BID
Best Contracting Services	432,669-
Craig Roof Company	420,952-
Channel Islands Roofing	356,983-
Falcon Roofing	382,923-



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. **Failure to Procure Insurance.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Dana Miller at dmiller@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #005 to Agreement #17-49 with Arcadis to provide additional Architectural and Design Services for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The construction of the Rose Avenue Elementary School Reconstruction Project (“Project”) was approved as designed in 2017.

The District added scope and additional services related to the Rose Avenue Elementary School Reconstruction as required due to the District revisions to landscape, low voltage electrical and food service design. Additional services of Food Service, Mechanical and Landscape Consultants are now required. Additional services are due as referenced in the attached Proposal dated October 30, 2023.

The purpose of this item is to provide funds for additional services to incorporate District requested changes to various areas of the campus.

FISCAL IMPACT:

\$67,438.00 – Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #005 to Agreement #17-49 for additional Architectural Services for the Rose Avenue Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Amendment #005 - Arcadis \(3 Pages\)](#)

[Proposal \(6 Pages\)](#)

[Master Construction Agreement, IBI Group \(now known as Arcadis\) \(118 Pages\)](#)

**Amendment No. 005 to Architect
Services Agreement #17-49**

The Architect Services Agreement (“Agreement”) #17-49 entered into on August 23, 2017, by and between the Oxnard School District (“District”) and IBI Group now known as Arcadis (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Architect to provide architectural and design services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Rose Avenue School campus;

WHEREAS, upon consideration of the proposed additional Design Services including Architectural, MEP Engineering, Civil Engineering, and Landscape Architectural, the timing of those modifications, the District requires amending the scope of work of IBI Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Rose Avenue School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “F” thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Sixty-Seven Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$67,438.00) for Amendment No. 005 according to the attached proposal from Arcadis dated October 30, 2023 added scope and additional services related to the Rose Avenue Elementary School Reconstruction as required due to the District revisions to landscape, low voltage electrical and food service design. Additional services of Food Service, Mechanical and Landscape Consultants are now required. Additional services are due as referenced in Additional Services No. 009.

The combined sum for the additional services total:

**Sixty-One Thousand Dollars and Zero Cents
(\$67,438.00)**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 23, 2017 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 005 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

ARCADIS:

By: _____
Craig Atkinson, Principal Architect

Date

EXHIBIT “F”

PROPOSAL ATTACHED

Gerald Schober
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Arcadis, a California Partnership
537 South Broadway
Suite 500
Los Angeles, CA 90013
United States
Phone: 213 769 0011

www.arcadis.com

~~June 20, 2023~~

~~July 17, 2023~~

~~October 10, 2023~~

October 30, 2023

Subject: Rose Avenue Elementary School, Proposal for Added Scope / Additional Services: Play Fields Update and District Revisions

Dear Gerald:

Based on our meeting on June 13, 2023 with you, the district has communicated its desire to retain the current kindergarten classrooms and play structure in order to accommodate a forthcoming early childcare development center. Consequently, this necessitates a revision to our previously approved plans.

Arcadis is requesting the approval of additional services and fees to proceed with the changes required to revise the drawings to separate the scope of work and acquire an approval for a constructive change directive (CCD) with DSA per Article 4 of the master Agreement with OSD, dated August 24, 2017.

In addition to the above request, District had revised the scope of work for the following areas which required additional documentation and coordination:

- ASI 020 – Add Promethean Board and Revise TV locations for the classrooms
- ASI 028 – Maintain existing paved temporary access road from La Puerta cul-de-sac to north side of East Parking

Added scope is identified below:

SCOPE OF WORK:

Architectural Design Services

- Site Plans
 - Prepare and coordinate plan to identify the scope of work to be removed from the current approved plans – existing kindergarten buildings and play structure to not to be demolished.
 - Preparation and approval of CCD for DSA for the change in scope of work
 - Revise Layout for TV's at Classroom/ Kinder locations

- Revise Layout for TV's and add additional Promethean Boards at Classroom/ Kindergarten

Civil Design Services

- Site Plans
 - Revise Previously Approved DSA Plans
 - Precise Grading & Drainage for new located play fields.
 - Site Utility Plans

Landscape Design Services

- Site Plans
 - Revise the irrigation for the fields
 - Relocating the play fields
 - Modify planting area and respective irrigation to include the paved access road from La Puerta cul-de-sac to north side of East Parking Lot

Electrical Design Services

- Site Plans
 - Review and perform site visit to verify existing conditions to isolate power, signaling system and fire alarm termination for future connection.
 - Provide change directive drawings to maintain power, signaling system and fire alarm termination for future connection for existing kindergarten classrooms.

Mechanical Design Services

- Site Plans
 - Review as-built drawings and perform site visit to verify existing conditions.
 - Provide change directive drawings to maintain existing kindergarten buildings including all HVAC and plumbing termination for future.

Arcadis, A California Partnership
June 20, 2023

Scope Exclusions

- Work not specifically identified above.

Revision Schedule: The incorporations of the proposed revisions to the project plans will commence upon the approval of this additional services request by the District.

Compensation: We propose to provide the above referenced services for the following fixed fee of **67,438**

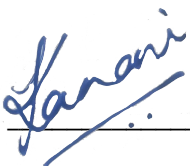
Invoices shall be submitted monthly based on percentage completed of the authorized phases.

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

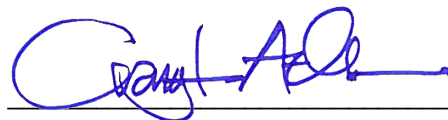
This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,

Arcadis, A California Partnership



Acceptance _____ Date _____
Janvi Kanani, AIA, LEED AP BD+C, DBIA
Associate Principal | Buildings



Acceptance _____ Date _____
Craig Atkinson, AIA, DBIA, NOMA, LEED AP
Sr. Principal, Architecture

Acceptance _____ Date _____
Gerald Schober, Vice President, Implementation Services
Caldwell, Flores Winters, Inc.

Arcadis, A California Partnership
June 20, 2023

Sincerely,
Arcadis, a California Partnership

Enclosures:
 Fee Summary – 2023/10/20



Project: Rose Elementary School - Add Service 9
Proposed Fee Summary

Date: July 17, 2023

Arcadis Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 190
Project Architect	\$ 125
Spec Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 110
CADD/BIM Draftsman	\$ 90
Administrative Support	\$ 80

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Spec Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 190	\$ 125	\$ 160	\$ 110	\$ 90	\$ 80
1	Playfields Update								
	Plans	\$ 6,660		4	12		40		
	Coordination	\$ 4,055	1	4	24				
	Meetings	\$ 2,055	1	4	8				
	DSA Approval	\$ 2,710		1	8		8		8
	Arcadis Subtotal	\$ 15,480	2	13	52	0	48	0	8
	Subconsultant Fees								
	Total Civil Fee	\$ 15,000	B&J						
	Total Landscape Fee	\$ 4,138	Oasis Associates						
	Total Structural Fee	\$ -	N/A						
	Total MEP/Audiovisual Fee	\$ 22,000	Roshanian						
	Total Foodservice Fee		NA						
		\$ 56,618							

OSD AGREEMENT #17-49

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

Reconstruction of Rose Avenue K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **4119 Broad Street, Suite 210, San Luis Obispo, CA 93401** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost established by the District representative, as amended by the District in its sole discretion.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

- 1.1.30 **“District”** shall mean the Oxnard School District.
- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.
- 1.1.32 **“District’s Representative”** shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A.

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the design documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's required estimates with any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and

equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the **required regulatory approvals and permits.**

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C & D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have been implemented during design, (iii) necessary to comply with applicable laws, rules, or regulations, or (iv) revisions required under Section 4.2.15.1.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultants, including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not

the result of negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor, or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultants.

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services, and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 90 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million Five Hundred Ninety-Eight Thousand and Ninety Dollars and No Cents
(\$1,598,090.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibits C & D**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases	
1	Project Initiation Phase 2.0%
2	Development of Architectural Program 2.0%
3	Schematic Design Phase 10.0%
4	Design Development Phase 17.0%
5	Construction Documents Phase 40.0%
6	Bidding Phase 2.5%
7	Construction Phase 20.0%
8	Project Close Out Phase 6.5%
Total Basic Fee 100.0%	

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the

extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

5.4.2.1 Travel and Mileage. Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR THE ROSE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within 110% of the approved Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 Failure to Cooperate with DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU Process will constitute an automatic default.

6.2.8 Unapproved Assignment. The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.9 Disregard of District Authority or Direction. The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.10 Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.11 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 Site Survey. The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site.

7.1.3.2 Geologic Hazards Investigation Survey. The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

7.1.3.3 Special testing and Inspection. The District shall furnish special testing and inspection services as required by law.

7.1.3.4 Checking and Permit Fees. The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

7.1.3.5 Advertising. The District shall pay the cost of any advertisements for bids that may be required.

7.1.3.6 District Inspector. The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final Site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents; nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each

Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder, (ii) the performance of Services, or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and

any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultants for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant, and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11 **INDEMNIFICATION AND INSURANCE**

11 INDEMNIFICATION. INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents.

11.1.2 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for

attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.1.3 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.2.1.2 Automobile Liability Insurance Minimum of \$1,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance, if applicable, shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.2.4.2 With respect to the Commercial General Liability policy and Professional Liability policy the insurers shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant, as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12 **RESOLUTION OF CLAIMS.** Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the "**Claims Resolution Process**" set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims. For purpose of this Section 12, a "**Claim**" shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the Construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 **RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of

Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Attn: Cesar Morales - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

IBI Group
Attn: Craig Atkinson - Principal Architect
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, non-discriminations laws (including federal and state laws), and any and other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall

at all times require the Architect Consultants to fully comply with such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15
MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.


15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

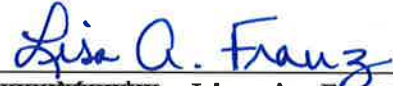
15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 
Craig Atkinson
Title: Principal Architect
Date: 8/24/2017

District

By: 
~~XXXXXXXXXXXX~~ Lisa A. Franz
Title: ~~Supervisor~~ Director, Purchasing
Date: 9-7-17

Architect


By: 
David Chow
Title: Western Regional Director
Date: 8/24/2017

EXHIBIT "A"

PROJECT



Date: April 14, 2017

To: William Tuculet
IBI Group Inc.
4115 Broad St. Suite B6
San Luis Obispo, CA 93401

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: **Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School**

Dear Mr. Tuculet,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

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) 263-6544

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total "all-in" cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total "all-in" cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package
Reconstruction of Rose K-5 School and
Construction of New Seabridge K-5 School

Prepared by:



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(805) 263-6544

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

The District's 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board's adopted specifications estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State's School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

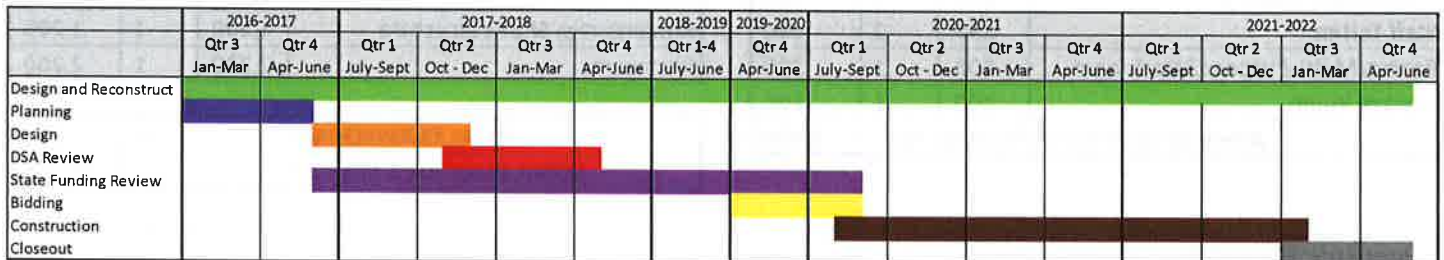
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value			\$22,116,673
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs			\$8,092,837
	"All-in" budget			\$30,209,510

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
 - Start Construction: August, 2020
 - End Construction: January, 2022

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State loading standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

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

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

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

TOTAL CLASSROOMS		25	
TOTAL BUILT AREA (SQ. FT.)			44,485

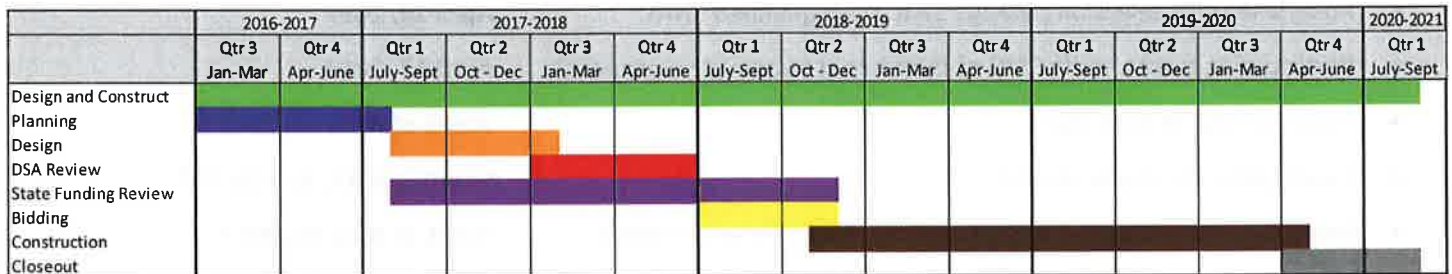
SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value	\$20,831,163		
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs	\$7,737,269		
	"All-in" budget	\$28,568,432		

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.



Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm’s capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of “lessons learned” from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of “re-use” or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm’s proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the “all-in” project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See “Attachment B” – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and “Attachment C” – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

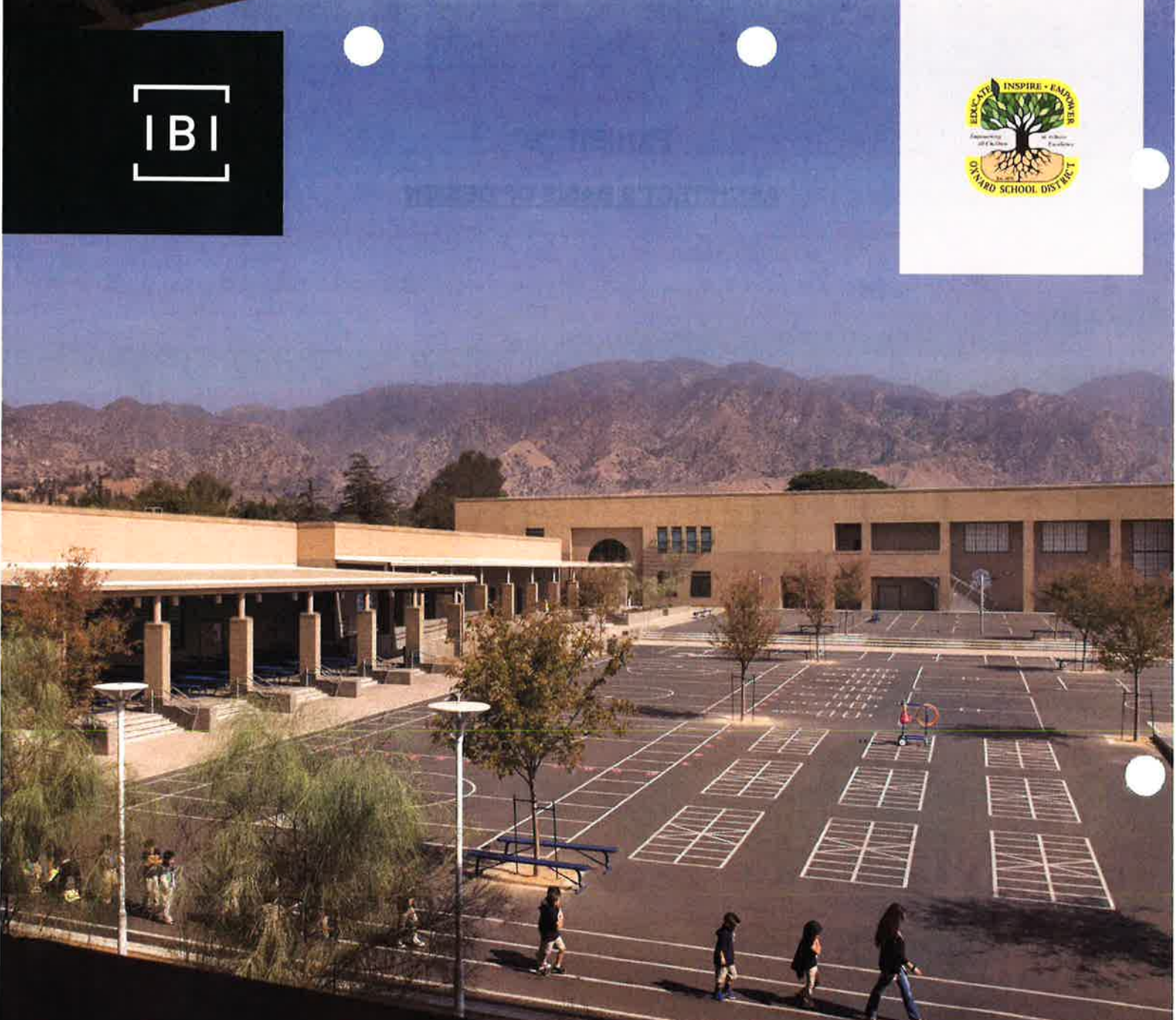
Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

ARCHITECT'S BASIS OF DESIGN



Architect Selection Package Reconstruction of Rose K-5 School

Submitted to the Oxnard School District
by IBI Group
May 12, 2017

How do we create learning communities for the greatest thinkers and the most thoughtful people?

By designing a school that would continue to inspire its learners. To provide connections and ways for students to interact with the building and schoolyard and to better understand their impact on the world around them.



View from South Driskill Street



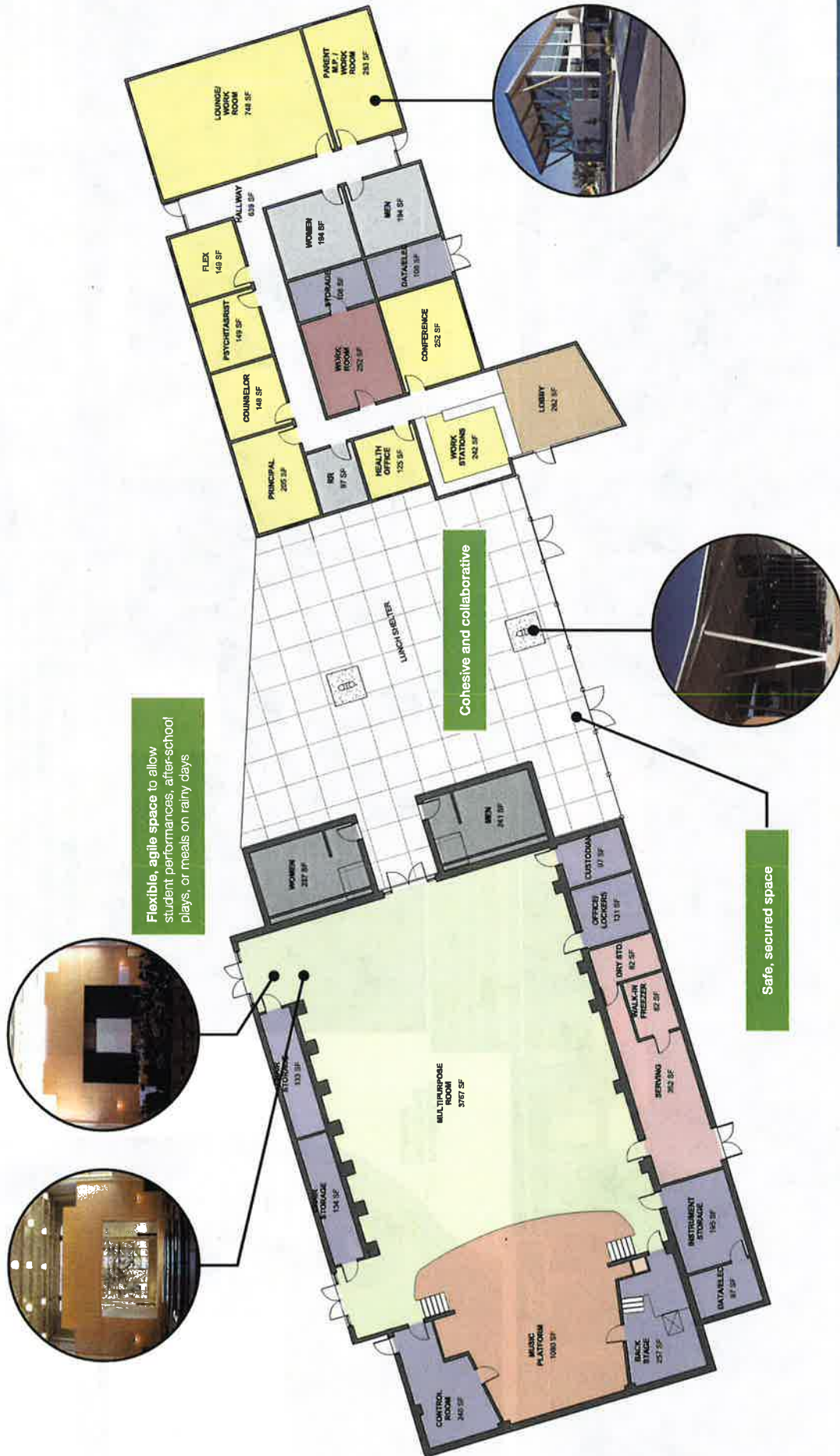
WE ARE FOCUSED ON THE LEARNER

The learner is central to the education process and IBI Group recognizes and honors the shift to individualized learning methods. Our designs and approach reflect this movement, being flexible and adaptable. Individuals are making their own choices in how they learn and our designs encourage opportunities for learning beyond the classroom, as we believe it is a seamless process which extends into the community at large.

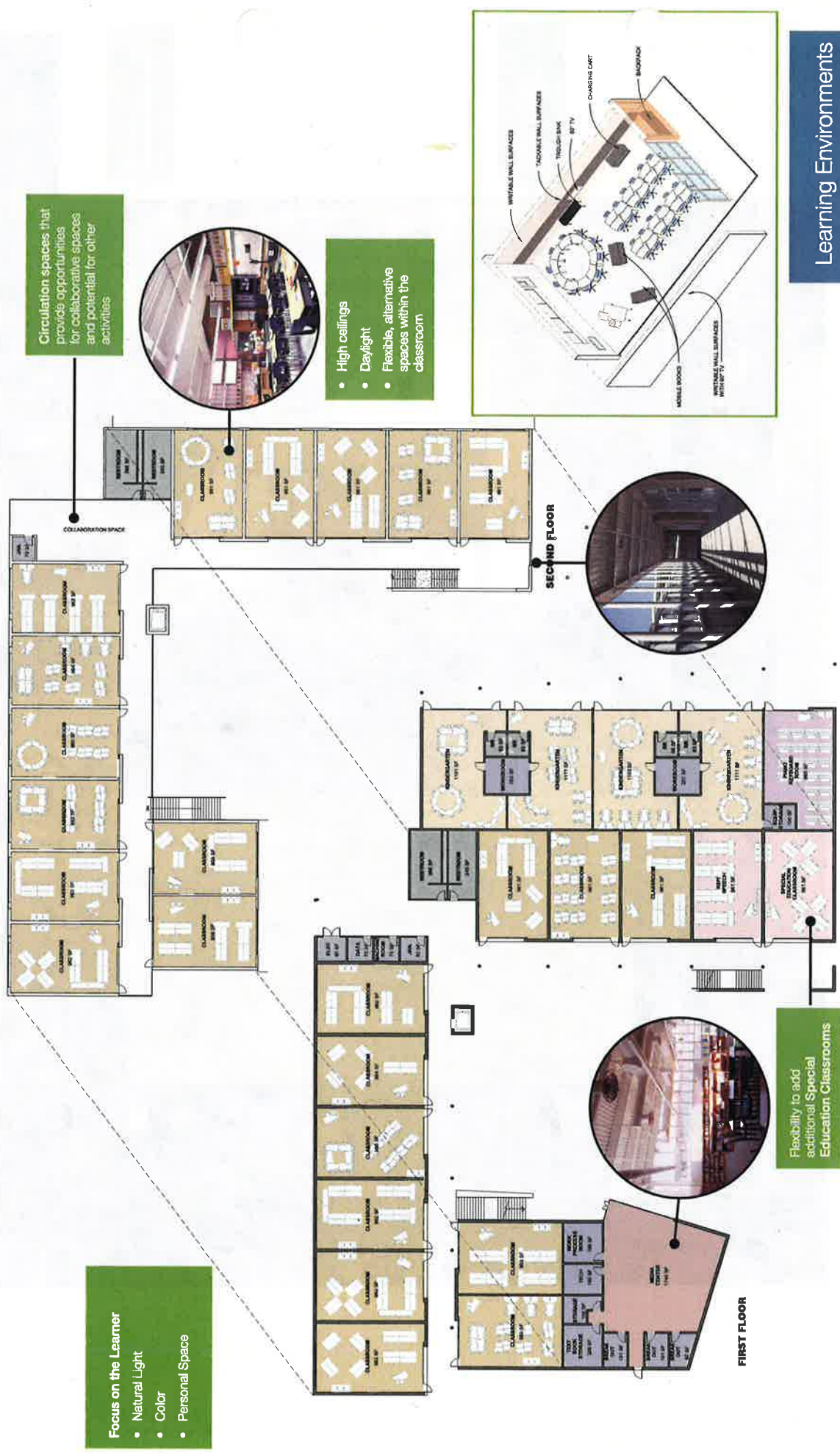
WE CONNECT CURRICULUM AND BUILDING DESIGN

Integrating design with teaching tools...like the alphabets engraved on the floor or playing a game to identify the organisms in the surroundings and then categorizing them per the food web and establishing their relationships in the ecosystem.

Students retain knowledge better when they interact with their curriculum. Our mission is to support this process.



Administrative/
Multipurpose Building



Focus on the Learner

- Natural Light
- Color
- Personal Space

Circulation spaces that provide opportunities for collaborative spaces and potential for other activities

- High ceilings
- Daylight
- Flexible, alternative spaces within the classroom

Flexibility to add additional Special Education Classrooms

Learning Environments



Site Layout – Option 2



Defining the cities of tomorrow
www.ibigroup.com

CONTACT US

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San Luis Obispo, CA 93401

tel 805-546-0433
fax 805-546-0504

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IBI GROUP ARCHITECT SELECTION PACKAGE – RECONSTRUCTION OF ROSE K-5 SCHOOL
OXNARD SCHOOL DISTRICT

Rose Avenue K-5 School				Proposed "Re-use of Plans" School					
Design & Reconstruct School to District K-5 Specifications for 750 students									
Description	Quantity	Units	Total	Description (Same format as District Specification)	Quantity	Units	Variance from District Spec.	Actual Total Cost as Built	Est. 2017 Total Cost as Proposed
Teaching Space			30,400	Teaching Space					
Classroom (25)	24,000	sf		Classroom (25)	24033	sf	33		\$ 8,051,055
Kindergarten (4)	4,480	sf		Kindergarten (4)	4426	sf	(54)		\$ 1,482,710
Special Ed/RSP/Speech (2)	1,920	sf		Special Ed/RSP/Speech (2)	1922	sf	2		\$ 643,870
Teaching Support Space			450	Teaching Support Space					
Flex Room	150	sf		Flex Room	149	sf	(1)		\$ 40,975
Counselor Room	150	sf		Counselor Room	149	sf	(1)		\$ 40,975
Psychologist Room	150	sf		Psychologist Room	149	sf	(1)		\$ 40,975
Kindergarten Support Space			760	Kindergarten Support Space					
Workroom/Storage	400	sf		Workroom/Storage	410	sf	10		\$ 82,000
Toilets	260	sf		Toilets	255	sf	(5)		\$ 70,125
Equipment Storage	100	sf		Equipment Storage	100	sf	-		\$ 20,000
Administrative Space			3,005	Administrative Space					
Lobby/Public Waiting	300	sf		Lobby/Public Waiting	282	sf	(18)		\$ 98,700
Reception/Clerical	150	sf		Reception/Clerical	150	sf	-		\$ 52,500
Principal's Office	200	sf		Principal's Office	205	sf	5		\$ 56,375
Administrative Assistant	75	sf		Administrative Assistant	92	sf	17		\$ 25,300
Conference Room	250	sf		Conference Room	252	sf	2		\$ 81,900
Work/Main Copy Room	250	sf		Work/Main Copy Room	252	sf	2		\$ 56,700
Health Office	100	sf		Health Office	125	sf	25		\$ 37,500
Nurse/Health Clerk	75	sf		Nurse/Health Clerk	75	sf	-		\$ 20,625
Health Office Toilet	65	sf		Health Office Toilet	97	sf	32		\$ 48,500
Workroom/Lounge	600	sf		Workroom/Lounge	598	sf	(2)		\$ 194,350
Kitchenette/Vending	150	sf		Kitchenette/Vending	150	sf	-		\$ 52,500
Staff Toilets	390	sf		Staff Toilets	388	sf	(2)		\$ 164,900
Parent/Multi-Purpose/Workroom	300	sf		Parent/Multi-Purpose/Workroom	283	sf	(17)		\$ 99,050
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Library and Resource Center			2,700	Library and Resource Center					
Circulation Desk	50	sf		Circulation Desk	50	sf	-		\$ 20,000
Work/Processing Room	200	sf		Work/Processing Room	196	sf	(4)		\$ 63,700
Storage Room	100	sf		Storage Room	108	sf	8		\$ 21,600
Reading Room	900	sf		Reading Room	900	sf	-		\$ 360,000
Story Telling Nook	400	sf		Story Telling Nook	400	sf	-		\$ 140,000
Stacks	400	sf		Stacks	400	sf	-		\$ 160,000
Textbook Storage	200	sf		Textbook Storage	209	sf	9		\$ 47,025
Small Breakout Room	300	sf		Small Breakout Room	299	sf	(1)		\$ 97,175
Tech Work/Storage Room	150	sf		Tech Work/Storage Room	150	sf	-		\$ 37,500
Multipurpose Facility			6,250	Multipurpose Facility					
Multipurpose Room	3,500	sf		Multipurpose Room	3767	sf	267		\$ 1,600,975
Chair/Table Storage	200	sf		Chair/Table Storage	267	sf	67		\$ 53,400
Control Room	75	sf		Control Room	240	sf	165		\$ 54,000
Music Platform	1,400	sf		Music Platform	1080	sf	(320)		\$ 432,000
Instrument Storage Room	200	sf		Instrument Storage Room	195	sf	(5)		\$ 43,875
Serving/Prep Kitchen	350	sf		Serving/Prep Kitchen	352	sf	2		\$ 176,000
Walk-in Refg/Freezer	150	sf		Walk-in Refg/Freezer	82	sf	(68)		\$ 41,000
Dry Storage	75	sf		Dry Storage	82	sf	7		\$ 16,400
Locker Alcove	50	sf		Alcove	0	sf	(50)		\$ -
Office/Workstation	75	sf		Office/Workstation	131	sf	56		\$ 39,300
Toilet/Changing	75	sf		Toilet/Changing	1	sf	(75)		\$ -
Custodial Services	100	sf		Custodial Services	97	sf	(3)		\$ 33,950
Utility/Support Spaces				Utility/Support Spaces					
Electrical/Data Room	-	sf		Electrical/Data Room	273	sf	273		\$ 54,600
Elevator Machine Room	-	sf		Elevator Machine Room	76	sf	76		\$ 15,200
Janitor Rooms	-	sf		Janitor Rooms	150	sf	150		\$ 52,500
Lunch Shelter	2,800	sf	2,800	Lunch Shelter	2800	sf	0		\$ 280,000
Kindergarten Shade Structure	1,200	sf	1,200	Kindergarten Shade Structure	1200	sf	0		\$ 102,000
Restrooms	2,200	sf	2,200	Restrooms	1540	sf	-660		\$ 654,500
Exterior Circulation	-	sf	-	Exterior Circulation	5353	sf	5353		\$ 1,070,600
Elevator	-	sf	-	Elevator	1	ea	1		\$ 150,000
Subtotal			49,765	Subtotal					\$ 17,300,485
Allowance for Sitework (Includes Covered Walkways)	9.3	ac		Allowance for Sitework (Includes Covered Walkways)	9.3	ac	0		\$4,861,296
Total Costs				Total Costs					\$ 22,161,781
Total Hard Costs				Total Hard Costs					\$ 22,161,781
Total Soft Costs				Total Soft Costs	36	%			\$ 7,978,241
Total Contingency (Included in Soft Costs)				Total Contingency (Included in Soft Costs)					
Total Estimate Project Costs									\$ 30,140,022

Conceptual Estimate Assumptions:

- No existing site reports were provided or reviewed as part of this estimate.
- Off-site utilities and utility company fees not included.
- Site power adequate; no new service or transformers needed.
- No escalation included.

Conceptual Cost Estimate

Cost Estimate – Rough Order Of Magnitude

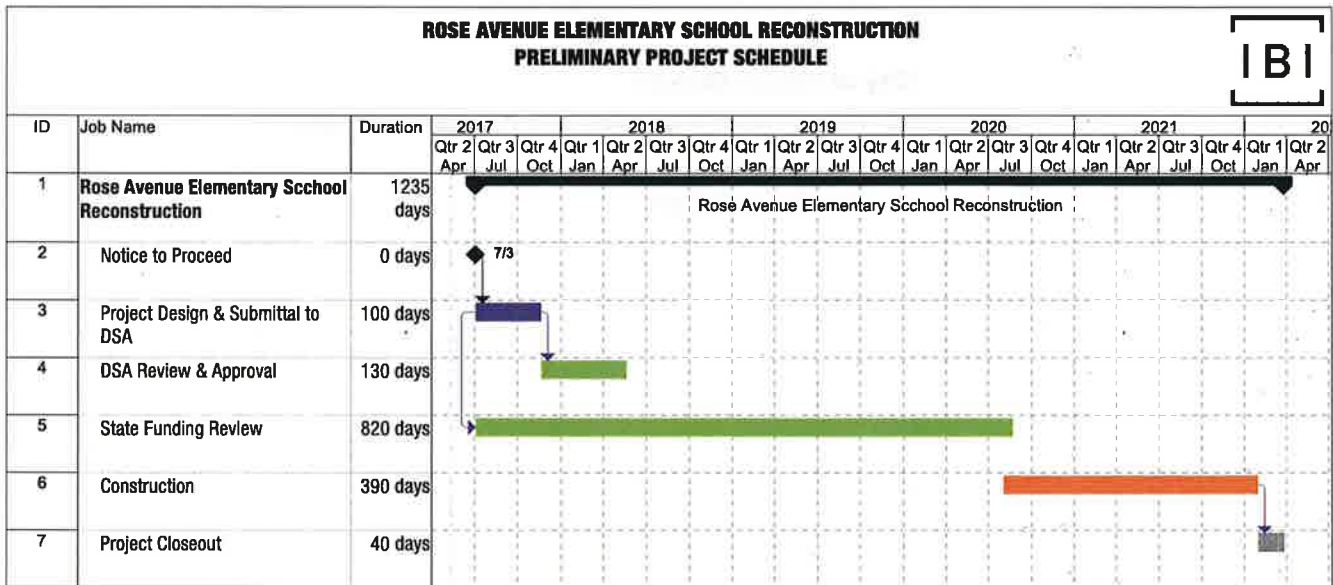
IBI Group has a strong history of understanding the design and construction influences that affect project budgets. We emphasize on-going cost control and apply it throughout all the design phases to assure the project is meeting your budget goals. With this in mind, we “design to budget” as well as provide exceptional design.

Proper cost budgeting and scope control starts at the very inception of the project. It will be the Client’s, the Lease Leaseback Contractor’s, and IBI Group’s responsibility to insure that the project’s financial goals are achievable and met. To assist in this determination, IBI Group offers its history of project cost estimating. IBI has worked in the public educational cost arena for over 40 years. And during that time, the cycle of economic forces have never been static. We task ourselves, each project, to understand the actual current conditions, local factors, period when construction will actually start, in order to be able to strategize maximizing limited funds. We will work together to review the budget and identify any concerns. If a District’s budget is not compatible with their wishes or expectations, it needs to be addressed at the beginning of the project. IBI typically wants to be involved in providing input to the entire project budget, not just the construction cost. Fees, insurance, utility connections, furniture and equipment, phasing, interim housing, and

moving/relocation expenses (along with other costs) are often left out by others or not enough contingency is included. All of these costs need to be considered as part of the total project cost. We highly recommend the District retain adequate contingency for both design and construction phases.

Our standard practice for a project of this size, is to retain independent construction cost estimating specialists which have reviewed the project in relation to the Conceptual Budget. Close coordination with District staff in regard to material selections, construction approaches, and regional labor and cost issues are integrated during the entire process. Statements of probable cost are prepared and reviewed at each phase of the work. Careful evaluations of the project’s design are done, including long-term cost benefits vs. the efforts to balance initial construction costs along with on-going costs of maintenance and security if you are to have a meaningful budget. By validating the cost estimate at each phase, making adjustments to the plans as required to maintain budget, we have found the project cost to be predictable. We refer to this as the “Principle of No-Surprises.”

Please see Attachment B on the following page for our full Cost Estimate.





Janvi Kanani AIA, LEED AP

Project Manager

Janvi has over thirteen years of experience in education, commercial and public building projects. Her experience and understanding of the construction process allows her to guide a project from design through completion. Her passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. In addition, Janvi has a strong background in graphics and 3D computer visualizations which she uses to help Clients visualize a project from initial concepts to a final design.

+ Education

- Kamla Raheja Vidyanidhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation

+ Registrations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- LEED Accredited Professional
- Diploma in Basic Programming and Computer Operations
- Revit Architecture 2012 Certified Associate/Professional

Representative Projects:

Allan Hancock College

- Industrial Technology Complex & P.E. Fields
- Science & Skills Building, Audio-Visual System
- VOIP Copper Cable Project

Cuesta College

- Learning Resource Center – North Campus

West Valley-Mission Community College District

- West Valley College Campus Center Renovation (LEED Certified)

Greenfield Union School District

- Mary Chapa Academy Admin/Library (on the boards)

Santa Paula Unified School District

- Isbell Middle School Flex Labs (on the boards)

Paso Robles Unified School District

- Agriculture CTE Center
- Independent Studies Center

City of Santa Maria

- Multi-Modal Transit Facility
- Atkinson Park Community Center
- Police Department T.I.

City of Arroyo Grande

- Police Station Expansion Needs Assessment and Feasibility Study
- New Police Station



Osleide Walker
Senior Design Manager

Ms. Walker's design talents are formed by her international background. She believes that well designed, sustainable buildings create environments that promote wellness and maximize student achievement. Therefore, all her design work is driven by the program and designed to reduce the overall impact of the built environment on human health. Her designs are executed with a genuine sense of style, flare, fun and functionality.

She also influences the practice by sharing her experience and creativity. She has applied her design and planning talents to many of the firm's most engaging projects and is responsible for moving BIM (Building Information Modeling) forward and contributing to the numerous educational awards won by the firm. Ms. Walker was the senior LEED Manager for our recently awarded Monroe Community Wellness Center (Health Clinic) – LEED Silver Certification.

+ Education

- Escola Technica Federal da Bahia, Brazil, Edificacoes, 1988
- New School of Architecture, San Diego, California, 1991
- Bachelor of Architecture, California Polytechnic University Pomona, 2000

+ Memberships/Accreditations

- Montebello Unified School District Chair of the Advisory Board for the Architecture, Construction, Engineering (ACE) Pathway to College and Career
- Saddleback College Chair of the Advisory Committee for the Architecture Department

Representative Projects:

- Monroe Community Wellness Center (Health Clinic) and James Monroe High School Marquee Sign, County of Los Angeles Department of Public Works, LEED Silver Certification – Senior Designer and Project Manager. August 2011 through January 2015.
- Valley Region Middle School Campus (converted Polytechnic High School Freshman Center and Adult Education Facility)/Richard E. Byrd Middle School/Marquee Signs), Los Angeles Unified School District, Sun Valley, CA – Senior Designer. May 2008 through January 2015
- Hull Middle School and Marquee Sign, Torrance Unified School District – Senior Designer and Project Manager of new one story neighborhood campus for 750 students. May 2010 through August 2013.
- Fern Elementary School, Torrance Unified School District – Senior Designer and Project Manager of two story classroom and multipurpose building addition to existing historical campus. January 2010 through August 2013.
- New City School and Colegio New City, Long Beach Unified Charter School – Senior Designer and Project Manager and construction management to the conversion of existing retail store front into a charter school for approximately 300 K-12 students. July 2010 through January 2012.
- Sylmar Language Academy (Valley Region K-8 Span School #1), Los Angeles Unified School District – Senior Designer and Project Manager for a span school for 1050 students on a 7 acre site. September 2010 through December 2013.
- Applied Technology Center, Montebello Unified School District – Senior Designer and Project Manager for a new 60,000 sq ft technical education facility, including Career pathway High School for hospitality, health, construction, engineering, architecture, and public services Career pathway High School. October 2007 through December 2011 (Two Phases).



Craig Atkinson AIA, NCARB, LEED AP BD+C

Project Architect

Craig is an Associate Architect with more than 24 years of experience in the design and construction of education projects. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery, and quality control. Craig’s years of project management experience for clients throughout California has made him a firm resource for client and community relations and quality control within IBI Group.

Representative Projects:

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1990)
- Danish International Studies, Kobenhavns Universitet, Copenhagen, Denmark (1988-1989)

+ Registrations

- Registered Architect, California C-25387
- LEED Accredited Professional

Oxnard School District

- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School

Paso Robles Unified School District

- Agricultural CTE Center
- Independent Studies Center

Orcutt Unified School District

- Child Care/Spec. Services Office
- Orcutt Jr. High School Gym Modernization
- District-Wide Modernizations; Multiple Projects

Kern County Superintendent of Schools

- North Kern Community School, Delano
- Southeast Career Center

Allan Hancock College

- Industrial Technology Building
- Science and Skills Building
- Audio-Visual VOIP Copper Cable Project

Proposed Design Personnel

2



William R. Tuculet AIA

Principal Architect

Bill is the Principal-In-Charge of the IBI Group - San Luis Obispo office. With over 40 years of professional experience and 36 as Principal Architect, Bill remains active as the office leader and designer. He has received many awards over the years. Bill has led multiple remodel, modernization and new construction efforts for several Districts around California, including the Oxnard School District. Bill has completed projects on most of the District's sites and is familiar with the Oxnard community. Bill acts as conductor and will assign and coordinate the efforts of all IBI Group staff and consultants as well as contributing his talent and experiences to each specific project.

+ Education

- California Polytechnic State University, San Luis Obispo, Bachelor of Architecture (1971)

+ Registrations

- NCARB# 28698
- 1976: Registered Architect, California #C-8702
- 1987: Registered Architect, Nevada #1950
- 2002: Registered Architect, Florida #AR91479
- 2010: Registered Architect, Arizona #50838

Representative Projects:

Oxnard School District

- Class Size Reduction Portables (14 Campuses)
- Norman Brekke Elementary School
- Haydock School Modernization
- Emilie Ritchen Elementary School
- Fire Alarm Installation (11 Campuses)

Paso Robles Unified School District

- Paso Robles High School Modernization; Gym Addition; 2-Story Classroom Building
- CTE Agriculture Building
- Paso Robles High School Practice Gym

Pleasant Valley School District

- Master Planning/Facility Assessments
- Thirteen (13) Elementary School Modernizations
- Three (3) New Elementary Schools

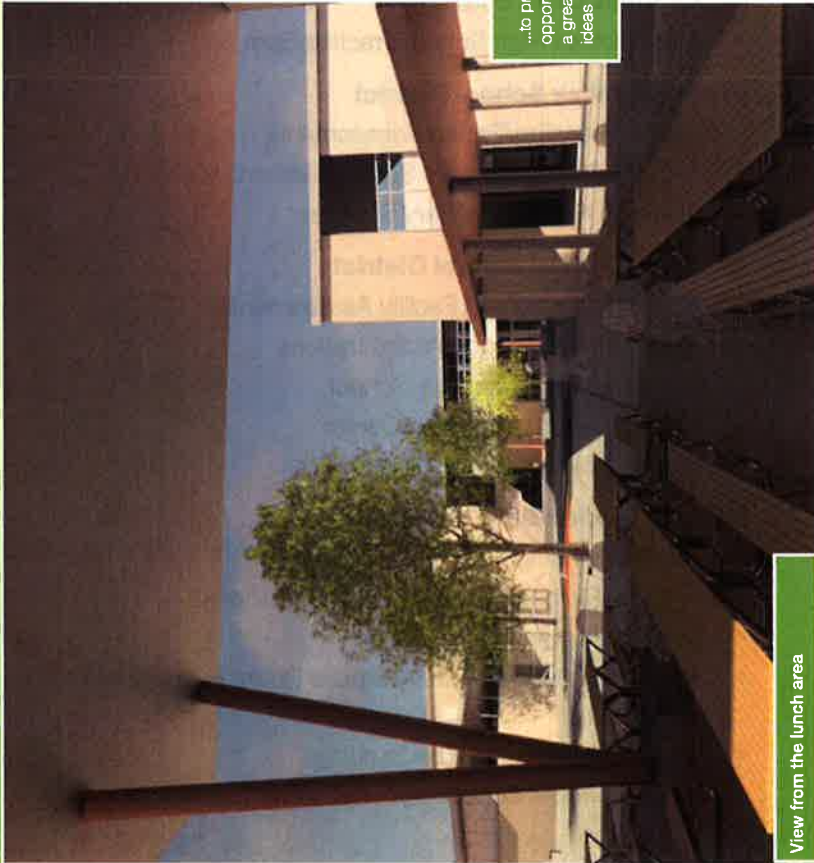
San Jose Unified School District

- Master Planning and Facility Assessments
- Eight (8) High School Modernizations
- Anne Darling Elementary School
- Administration and Media Center
- Three (3) New Science Buildings

Milpitas Unified School District

- Master Planning/Facility Assessments
- Eight (8) Elementary School Modernizations
- Four (4) Elementary Schools
- Milpitas High School Multipurpose Room Building; Math/Science Building; Food Court
- Two (2) High School New Buildings
- Milpitas Middle School Modernization

Connect learning with the integration with the surrounding physical environment...



View from the lunch area

IBI Group's thinking is to identify features and design techniques that emphasize a student focused building...
...to encourage collaboration and utilize floor spaces for transitioning and connecting students to their exterior physical environment.



Creative activity and stimulating play are as important to raising healthy children as food, shelter and attention from caring adults.

...to provide hands-on learning opportunities as research shows it is a great way to link new concepts to ideas that children already understand



Outdoor Planting area

Outdoor planting areas extend the classrooms to the exteriors

**IBI Group's Approach supports Oxnard School District's Mission/
Vision Statement: "Empowering All Children to Achieve Excellence"**

Our vision is to create holistic education environments which are designed for the individual learner, as well as wholly integrated and engaged within their surrounding communities and campus.

Indoor/outdoor learning environments for large or small groups

Courtyard protected from prevailing winds while providing comfortable environment for outdoor activities

Connect learning with integration with the surrounding physical environment



Site Layout – Option 1

Ideas that Express Instruction: In the Collaboration Court, there would be a water source to allow wet activities. There would be a few fixed seating arrangements for informal gatherings. The building materials and colors could be articulated with different textures and colors explained. In addition we have shown outdoor planting area, children’s garden area, and outdoor learning/collaboration areas that will provide a variety of outdoor learning opportunities that will further the science and wellness mission of **Rose Avenue K-5**. The glazing could be stippled or fritted to explain patterns and light. Both levels could express the different grade level learning concepts by writing metric measurements beside US/Imperial number values. These ideas can take a variety of forms both on the exterior and interior of the classrooms. It is our intention to brand the campus to promote a sense pride for the school and the surrounding Community. The school will become a reflection of the Rose Avenue K-5 Vision Statement:

“Rose Avenue Elementary-The School of Science and Wellness, is dedicated to recognition “of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood school community, and promoting a partnership between family and school” – Rose Avenue Elementary Vision

Most of the classroom space will have at least two exterior walls which allow for the natural light source to come from different directions if one side is closed off. The breezeway connects the two classroom buildings and creates a visual connection to the Collaboration Court. The building would have thematic art or illustrative elements.

The Media Center is central to the campus and provides a variety of break-out spaces for smaller groups to work quietly. The Media Center will also provide technology to allow the learner to participate in both class and self-directed exploration.

Design Concept 2

Design Concept 2 is very similar to Concept 1 in the placement of buildings and learning ideas that instruction. The main idea here is we have designed the site to further separate the transportation modalities. First we locate the parent drop-off on Driskill Avenue while the drop-off for Kindergarten is located on La Puerta. The bus drop-off uses the private access to the west to allow for safe pick-up and drop for students away for the vehicular traffic. A covered waiting area can be designed to accommodate this area. The main parking area for staff and Multipurpose has been located off of Driskill Street for easy access.

This configuration also allows for the separation of the hardcourt areas for upper and lower grade play areas. This provides an even better connection for outdoor learning areas to the east of the classroom buildings.

Re-Use Challenges

The inherent challenge in a complete re-use of plans is two-fold. First and foremost is find a set of plans that matches the District and the School’s educational pedagogies, vision, goals and budget. Second as contractual liability has become more complex it will be a challenge to do a complete re-use without the approval of the District who the school was originally created for. It is with those two challenges in mind that IBI Group has chosen to use successful projects as a basis of design and provide the Oxnard School District with a design that is focused on the Learner at Rose Avenue.

Site Visits

The schools that we have outline in this proposal are all still clients and amenable to site visits to view these projects. Upon request we can make calls about specific dates once they are known.



Design Concept 1

In the design of the site we first took into consideration the opportunities and challenges that the site presents as follows:

- Existing campus buildings to the north
- Traffic flow around the site buses, drop-off
- Location of athletic facilities for potential community use
- Wind direction (primarily from the west)
- Neighborhood scale

The facilities are placed so that the more public facilities Administration and Multipurpose are located facing Driskill St. with their single story elements providing similar scale to the surrounding residential area. The vehicular circulation separates the bus drop-off on Driskill St. from the parent drop-off on La Puerta Avenue. The Kindergartens are placed facing La Puerta for convenient drop-off of the Kindergarten students. The adjacent parking area in the staff lot could also have temporary parking to allow for the short term parking of Kindergarten parents to allow them to walk their students to class. This concept provides for visitor parking on the corner. The layout of the site also provides for parking on Driskill St. to accommodate the Multipurpose and the fields while providing secured staff parking to the east. The athletic fields which will support either three (3) U12 soccer fields or one full-size field are separated from the main campus by the hardcourt play area.

The site concept also features significant spaces for outdoor learning which are provided on the interior quad and to the east of the classroom buildings which will be design as outdoor collaboration spaces that will accommodate a variety of group sizes. The design of these outdoor connections is a cornerstone of "Next Generation Learning" facilities.

The Administration building with its simple design and shed roof structure along with the MPR signals the main point of entry for the campus. The Administration building reaches out to grab the visitor and welcome them into the campus in a secure and controlled manner. Once in the Administration area the visitor can be directed to where they need to go on the campus.

Bridging the two structures is a structure that can also serve as a covered lunch area. These two buildings together form the west edge of the Collaboration Court.

The two-story classroom buildings for the south and east perimeter of the Central Campus and include 20 Flexible Classrooms that can be configured for a variety of different teaching and furniture configurations, RSP/Speech room, Special Education Classroom, Piano Keyboard Room, 4 Kindergartens, restrooms, and associated support spaces. The 2nd level will be accessed by stairs and an elevator. The student and staff restroom spaces are stacked on each level. The four Kindergarten classrooms will be at ground level and will have separate toilet facilities within their area, to be shared between the two classrooms. They will have space for internal storage for materials and outdoor storage for play equipment.

The Main Classroom Building functions as "Teacher's Helpers"- The building is based on a 24'-0" module which allows for a more traditional linear layout while creating classrooms that can be flexible in use. The classroom entry and exiting from the classroom faces inward to a Collaboration Court which can be used by students during recess to gather and relax. During class hours the court can be used as an instructional space where a whole class, small group or individual occupies the space to do group or independent learning. This provides teachers, aids, resource specialists with a variety of ways they can use the buildings to vary how they interact with the students. A roof and west and north facing glazing extends over the collaboration space providing cover from the weather, diffused light but will not need to be conditioned.





DOOLEY ELEMENTARY SCHOOL



Next Generation Learning Environments

21st century learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships and expectations for access to technology. All educational research related to our changing political, economic, and technological world calls for drastic shifts in the fundamental purpose and process of learning. Schools are adapting their programs, organization and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant to fully engage our current technology-bred, digital students.

Research in life-long success indicates that our traditional focus of school core subjects are still important, but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

The facilities and environments that allow the student and instructor to thrive often are larger than the traditional 30' x 30' square room, providing mobility and movement to work and explore. Spaces should have flexible and versatile technology and furnishings, and they should provide acoustical separation while still allowing visual connection. Natural lighting, ventilation and views are important to student and staff comfort. Colors and graphics are employed to provide vibrancy. Materials installed in the construction will have low VOCs (volatile organic compounds) to provide a green and sustainable environment. Outdoor and indoor connections allow integrated learning opportunities as well as a feeling of connectedness to the larger world.

Students should occupy spaces that allow them to become global learners which will enable them to live, work and play in their adult futures. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, measured risk-taking, and an understanding of the global connections to individual actions.



We connect curriculum and facility design. IBI Learning+ is at the forefront of transforming existing space into next generation learning environments. We have been at the forefront of designing spaces that are both adaptive and agile enough to change with the instructor, the learner, and educational pedagogy.

We embrace technology in the learning process. IBI Learning+ is a diverse practice and we have the knowledge base and capacity to integrate technology into the fabric of an education facility at the very beginning of design. Technology is not only a tool for the learner, but rather an opportunity for them to be involved their learning process.

We are engaged within the community. From the very beginning IBI Group has understood that our work in the Oxnard Unified School District is an integral part of the community it serves. We at IBI are invested in creating environments for learners to thrive while also being hubs for community activity. First and foremost, we support the realization of your vision through our partnership to create optimal Next Generation Learning Environments. Our partnership with the District on not only the analysis of the project needs but the issues related to the development of a school in an existing neighborhood. Through a series of Community meetings at the school campus we will assist the District with keeping the Community engaged with the project.

Design Concept: Next Generation Learning

Public education for future generations challenges us to look beyond traditional forms of learning and instruction to envision learning communities that enable educators to collaborate, share best practices and integrate Next Generation skills into classrooms. This means creating relevant, real world, 21st century environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We work with numerous Districts to understand how they want to deliver educational pedagogy and then respond with the appropriate facility design.

We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the 'invisible tools' in the learning encounter. Meaningful learning is interactive.

Learning doesn't only happen in classes or groups, it happens individually. Each student comes with his own readiness, frame-of-reference, topical aptitude, rate of learning and socialization maturity, all of which influence the learning outcomes. Today's students reside in a more connected universe. We understand their journey isn't about mastering the 'habit-trail', it's about mastering the realm.

Site-Specific Information

Project Design Review

1



ANNE DARLING ELEMENTARY SCHOOL



IBI has thoroughly reviewed the program and the requirements for the Rose Avenue K-5 Replacement project and have concluded that the basis of design for the project will be three previously constructed projects:

- Administration Building – Anne Darling Elementary School (redesigned to fit the program)
- Multipurpose Building – Horace Mann Elementary School
- Classroom Buildings – Dooley Elementary School

As these were designed to meet specific educational pedagogies and requirements there wasn't one project the "fit the bill". We will use the developed documents to expedite the design process while updating them to fit Oxnard School District's educational vision, neighborhood character, and current code requirements. IBI Group has the depth of staff to meet the schedule requirements.

As a collective practice, IBI Group offers a collaborative model that reflects our passion for educational architecture and next generation learning models. We understand that the **Rose Avenue K-5 Replacement School** will be part of the next generation learning and provide opportunities to expand the choices for the individual learners in the Oxnard Community. IBI Learning+ is focused on providing exceptional client service throughout California K-12 school districts, most of whom are long-standing repeat clients which addresses IBI's core values of Integrity, Partnership, Excellence, Innovation and Community. We are an established firm with over 40 years of experience in educational facility planning, the design of new schools, campus modernizations and renovations as well as a thorough understanding of State Agency processes. We have completed thousands of educational facility projects in California, of virtually every type for numerous K-12 school districts, community college and university clients. This experience and the **lessons learned** with each and every project have allowed us to hone our skills and increase our knowledge base. **Oxnard School District** will benefit from our knowledge. We will bring new ideas to the table along with the technical expertise to execute them. The replacement school will be designed with the following in mind:



In 2012, IBI Group also completed modernization work at Taylor, which was incrementally constructed over two years with funds from Measure X. The first increment included site work only. The second increment included work in some of the campus buildings including ADA compliance, system and seismic upgrades, roofing projects, interior and exterior finishes and signage. We are currently working on additional projects, funded partially by Measure N at the Taylor Middle School Campus. Increment I has been completed and included additional roof replacement and ADA upgrades. Increment II began construction in June 2014, and included seismic upgrades, ADA upgrades and modernization of remaining campus buildings. Both Measure X and Measure N were constructed in increments due to scheduling of work and funds available.

Client: Millbrae Elementary School District
Contact: Cynthia Shieh, Chief Business Officer
605-697-5963



Paso Robles CTE Agriculture Building; Paso Robles, CA

The project consists of the construction of a 9,200 sq ft Agriculture Career Technology Education (CTE) facility comprised of three buildings clustered around a central courtyard and demonstration garden on the existing Paso Robles High School campus. The buildings house a welding shop, outdoor welding area, faculty work room, student workroom, two agriculture labs, a horticulture lab including a floral cooler, classrooms, staff offices, and associated accessory spaces.

Client: Paso Robles Joint Unified School District
Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Huron Middle School Classroom Addition; Huron, CA

The construction of Classroom Building 600 completes the original campus master plan, and includes the integration of the building with DSA pre-approved modular classrooms, adjoining a permanent portion of the building together with connections of services, flatwork, and landscape to existing systems; modifications to the existing site; accessible parking stalls; and path of travel improvements. As a Lease/Lease Back contract, existing ball fields were included with the scope of work to upgrade baseball and softball fields, backstops, and accessibility features.

Client: Coalinga-Huron Joint Union School District
Contact: Mr. Jim Reckas, Director of Facilities
559-935-7640





Lease-Lease Back Experience

Applied Technology Center; Montebello, CA

A new technical high school for 730 students funded by Career Technical Education (CTE) grants. Based on a shell and core concept, the building is designed with utmost flexibility and learning spaces for A-G requirements as well as project-based learning. The project is very sustainable and energy efficient and qualified for HPI grant augmentation. IBI Group provided the Campus Facilities Master Plan, funding strategies, and comprehensive A/E services for the design and construction of this new technical high school.

Client: Montebello Unified School District

Contact: Cheryl Plotkin, Director of Facilities
323-887-7900



Paso Robles High School - 2-Story Classroom Building; Paso Robles, CA

As part of Measure "T" the citizens of Paso Robles approved the replacement of existing portable classrooms with a permanent classroom building. An approach designed in conjunction with the District staff determined the best building configuration and location on-site. The 20 classroom building was constructed above a building pad created by the removal and relocation of 7 portables and replaced another 12 portables which were all removed upon completion of the final phase of construction.

Client: Paso Robles Joint Unified School District

Contact: Mr. Ashley Lightfoot, Director of Facilities and Operations
805-769-1000



Taylor Middle School New Cafeteria Building and Measure X & N Modernizations; Millbrae, CA

The Taylor MS Multi-Purpose Building serves all five schools in the District as a new central kitchen while also housing the 900+ students of Taylor Middle School for lunch every day. The building will host presentations and performances using its state-of-the-art audio-visual system, and will be available for use by the community. The facility includes volleyball courts and a high school basketball court.

Lease – Lease Back Experience

4



The school facility services you call for are well known to us and we are confident in our ability to provide them to you. We apply our profession to serve our education clients with vision and strategic planning – not merely buildings. Large or small; new or rehab; our passion is creating quality education facilities necessary to sustain a productive educational community.

IBI Group is highly experienced in the Lease - Lease Back Delivery Method. IBI Group participates in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build, Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have provided LLB services to Districts that use agreements based on Education Code Section 17406 as a project delivery method since the late 1990's. The majority of Districts we work with, who use LLB agreements, solicit multiple requests for firm qualifications from LLB firms before entering into an agreement for the price of a project. Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities.

It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLBs from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB participate as early as possible in the project provides continuity and understanding of the issues and decisions that culminated into the final documents. IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

This type of project may involve slightly higher initial costs as compared to traditional Design-Bid-Build projects as the contractor's management portion is brought in earlier in the project. One advantage however, is that time can be made up because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with bidding occurring during the DSA Approval phase and the pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected list of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. There is often little or no change orders associated with the project. Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use "skilled and trained workforce at every level of the project." This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

Design Strategies and Proposed Timelines

3

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

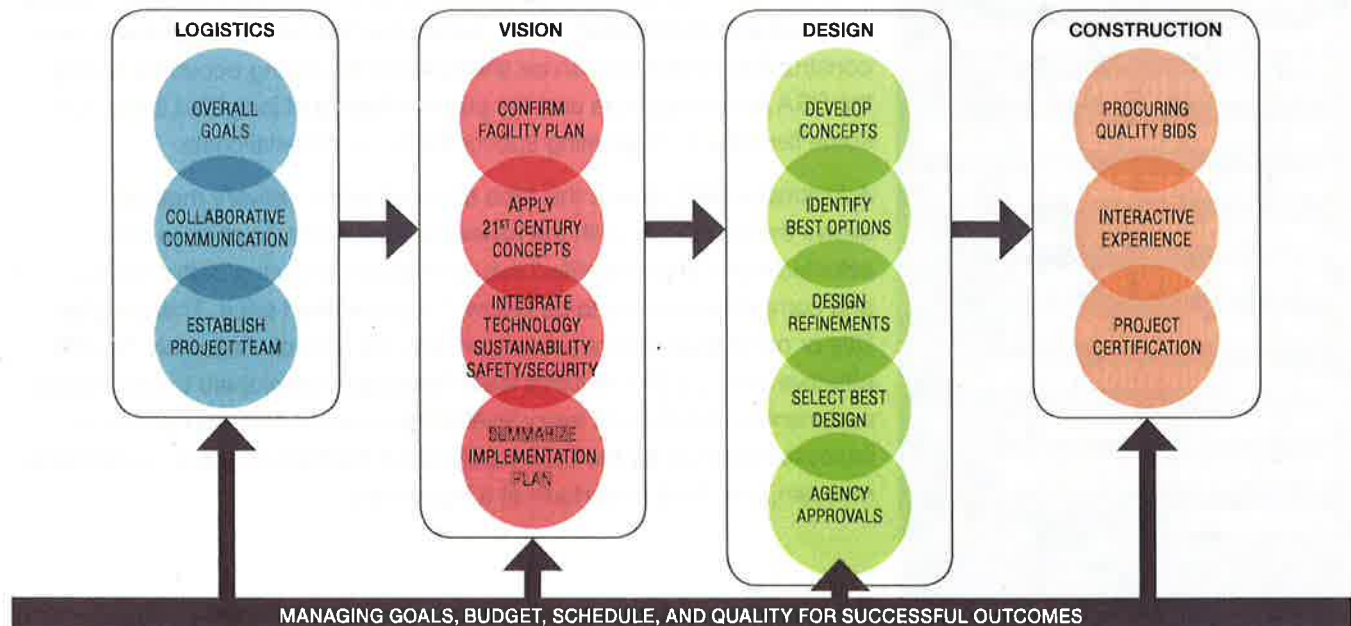
Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with you and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, construction phasing.

We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.

Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



Create Vitality

- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
 - Small group, large group spaces
 - Technology rich spaces
- Flexible platforms for continued change, including:
 - Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Furniture will be responsive, flexible, adaptable, and be a spark for our students in our ever changing world.

Pool Resources

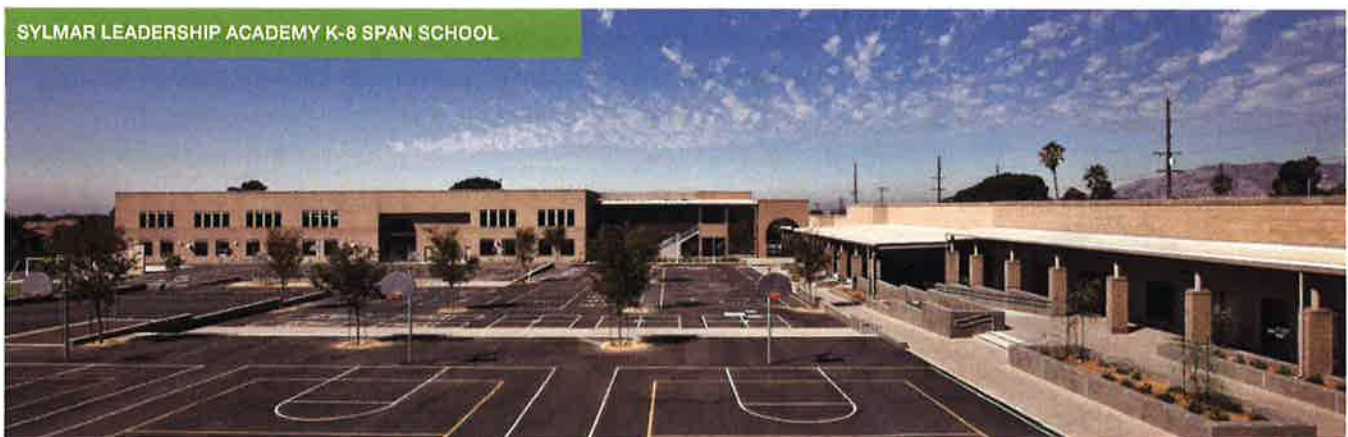
- Foster communication and collaboration:
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together

Flexibility

- Adaptable furnishings and furniture:
 - Brain-based furniture, designed for movement, individual learning preferences, and personal fit
 - Flexible/moveable storage that is secure yet accessible

Design

- Expression of the school's enduring signature through the architecture to foster continued identity and spirit. Promotion of the school's logo.
- Facilities and furniture responsive, flexible, adaptable, and be a spark for our students in our ever changing world.
- Interdisciplinary connections supported through strategic positioning of functions
- Quality construction that limits maintenance and replacement.



Six Design Factors that Impact Learning



Choice



Flexibility



Color



Connection



Light



Complexity

The design of the Rose Avenue K-5 replacement school will promote Next Generation educational delivery and have the following key qualities:

Technology

Flexibility to adapt and change as technology and systems change is a must. As architects we must design for today and anticipate the future. Providing an infrastructure for future technologies is an important consideration and must include flexible cabling pathways and conduits for anticipated fiber optic or other advanced information systems. It is important to allow for expansion and conversion as well as infrastructure to support new types of technology as they come online. Consideration must be given to the integration of security, telecommunication, fire life safety, lighting control, emergency backup and renewable energy distribution, all as a unified operational system. It is not uncommon for technology to change midstream of a building design.

IBI Group's team includes highly skilled architects, engineers and consultants to provide the District guidance or work with the District's IT representative on selecting appropriate systems. The Team can provide the design and layout for sophisticated technology systems; including energy management systems, lighting controls, access controls, audio-visual systems, data/computer systems and interactive whiteboard systems. Our experience spans from the pre-school to college classroom, to corporate America, from the simplest low cost solution to the most sophisticated data center.

Create Connections

- Relationship building, intentional positioning of people and purpose to create strong connections. The concept includes the ability of the school include the following:
 - Small Learning Communities – Grouping of the students to promote grade level collaboration
 - Teacher Collaboration Centers
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning

Project Recommendations

2

“Empowering All Children to Achieve Excellence”
- Oxnard School District
Vision Statement.

“.....strives to achieve exemplary academic performance in Common Core State Standards, Science and Wellness curriculum and rigor in all academia.”

– Rose Avenue – The School of Science & Wellness
Mission Statement

Creative Design Aesthetics

IBI's designs are inspired by the client's vision and goal. Our designs are motivated by the interactive and collaborative discussions we have with the District and stakeholders. We pride ourselves in being good listeners, to actively hear what the user really wants to accomplish when communicating what is important to them. We provide creative options and guidance to assist the District in developing the most imaginative solutions that meet cost parameters. These basic tenets form the foundation of our designs.

IBI provides innovative and inventive designs that are distinctive to each client's objective. IBI understands the constraints and challenges of educational facility funding, nevertheless achieves creative designs by providing unique solutions that are aesthetically attractive but function well and are easily maintained. IBI is sensitive to existing site characteristics whether modifying existing buildings or introducing new structures onto an existing site. The architecture can be contextual if the goal is to integrate with what already exists. Conversely, the architecture can create an original aesthetic, if setting a new direction is the goal. A new facility on new sites provides opportunities to create totally integrated concepts. IBI is skilled at using new materials to achieve a look that blends in or expresses imaginative design ideas. Interpretation and understanding the parameters influences the design whether speaking of classroom casework, a collaborative space, or how buildings are sited. IBI is sensitive to the artistic potential of all elements of the design.

Many aspects beyond the aesthetics go into making successful designed spaces that users may not even be aware of. A space or building that is successfully planned out, where people move through it naturally and is easily understood, feels comfortable, welcoming, flexible and gives a sense of security. IBI uses color or forms to emphasize an entry or collaboration area to provide visual clues without unnecessary extra signage. Our designs orient the building or spaces to capture natural daylight without introducing glare on surfaces providing pleasant work areas. We choose finish materials and planting that is healthy and vibrant; which are attractive, practical and require minimal maintenance. The technology should be functional, easy to use and easily accessed when requiring service.

IBI designs consider not only what is needed today, but are flexible and adaptable for potential future changes. Outstanding design is the seamless integration of programmatic criteria, technical systems, quality construction that is composed in a pleasing composition which creates an environment that will provide the facility to achieve the District Vision and Mission of the Rose Avenue – The School of Science and Wellness .

Next Generation Learning

Next generation learning, when deeply explored, challenges traditional school organization, roles of teachers, learning activities of students, parent/community relationships, and expectations for access to technology. Schools need to adapt their programs, organization, and classroom deliveries to instill the values and skills needed for success in the 21st century, and to be relevant enough to fully engage our current technology-bred students.

Research in life-long success indicates that our traditional focus of school core subjects, are still important but are no longer sufficient for success in the changing world. Instead, students need to learn the skills critical to navigating and succeeding in the new socio-economic landscape where change is the byword.

Students must be global learners which will enable them to live and work in this flat world. Education for the 21st century includes creative thinking, critical thinking and problem solving, communication, and collaboration skills, learned in an environment that fosters social/emotional skills development, healthy risk taking, and an understanding of the global connections to individual actions.

Next Generation Facilities

Facilities promote educational delivery. Key qualities of 21st century facilities include relationship building; intentional positioning of people; and purpose to create strong connections. Strategies include:

- Small Learning Communities
- Teacher Collaboration Centers
- Distributed leadership and guidance
- Looping of teachers with students
- Personalized/student-centered learning, empowering the multiple intelligences of the student as worker with the right tools for learning
- Brain-based furniture, designed for movement, individual learning preferences, and personal fit

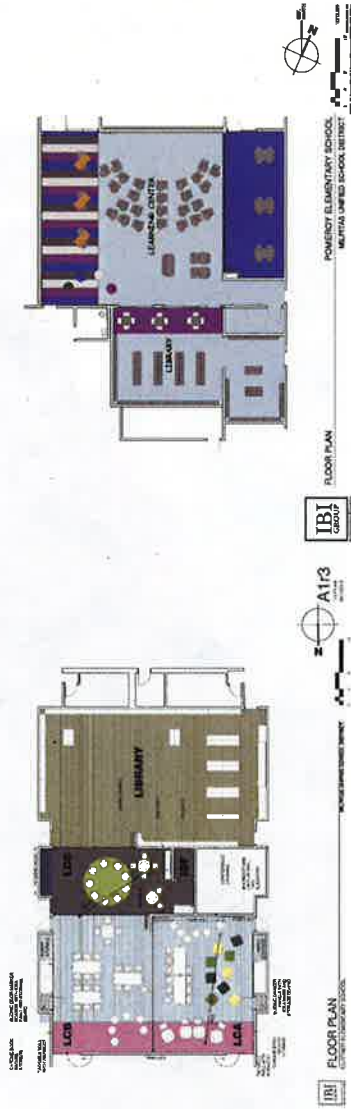
- Variety of spaces to support multiple learning modalities, since different students learn best in different ways and effective educational delivery needs purposeful environments. These include:
- Reflective spaces, collaborative spaces, performance spaces
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- Technology rich spaces
- Flexible platforms for continued change, including: Agile school organizational structures (departmental, thematic, Small Learning Communities) without physical change, and often simultaneously
 - Agile spaces for learning, with multiple connections and possible interpretations
 - Interdisciplinary connections supported through strategic positioning of functions
- Foster communication and collaboration:
 - Team teaching spaces for two, three or four synchronous teachers
 - Teacher planning centers, small group rooms
- Support active/applied learning with technology and places to make things
- Make learning visible through visual connections and display of student work
- Collaboration and communication: strategic positioning of teachers to stimulate working together
- Expression of the school's enduring signature through the architecture to foster continued identity and spirit
- Ideally our educational facilities and furniture should be responsive, flexible and be a spark for our students in our ever changing world.



**CURTNER/POMEROY
LEARNING CENTERS**

At Curtner and Pomerooy Elementary Schools previously used spaces were converted into new Learning Centers where blended learning can take place in a visually open space and loosely supervised setting. Learning Centers are large enough to hold 60 – 90 students. Spaces can be modified for individual student learning or small to medium size groups. Centers include mobile and flexible furnishings meant to encourage collaboration and interaction, tackable surfaces or sliding marker board walls entirely covered with painted whiteboard surfaces that are low to the ground where children work standing or sitting, portable whiteboard panels for spontaneous use and wireless technology, mobile devices and laptops are available as well as large long throw projectors.

MULTIS UNIFIED SCHOOL DISTRICT COMPLETED 2016





TRACE ELEMENTARY SCHOOL CLASSROOM BUILDING AND MEDIA CENTER

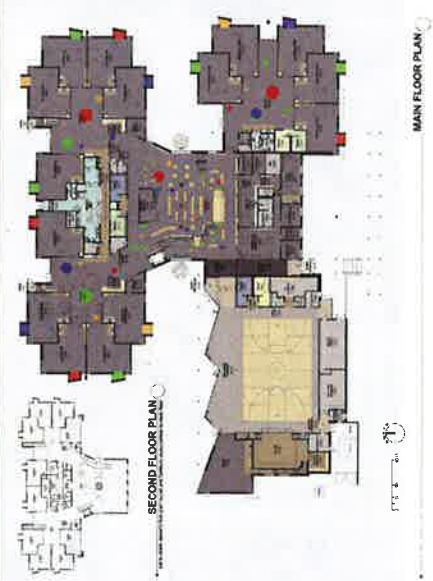
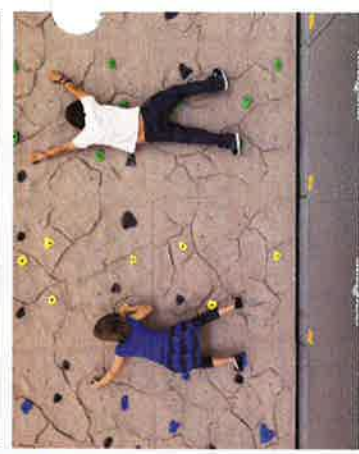
Arsonists destroyed the Main Classroom Media Center at Trace Elementary School in July of 2010. The new Trace Elementary School has a total of 18 classrooms, a media center/library and support spaces. The new building is "single loaded" with circulation on one side only, toward the interior of the campus with exit stairs located at each end of the building and an elevator centrally located. The linear formation allows the building to take advantage of the northern sun while shedding the heat from the southern sun. The new classroom building created a new entry to the campus, while creating a waiting/pick up area at the street side, it also opens the campus core for improved circulation and visibility while forming a new campus quad.

SAN JOSE UNIFIED SCHOOL DISTRICT COMPLETED 2016





TRILLIUM CREEK PRIMARY SCHOOL
Trillium Creek is a new primary school named for the headwaters of a creek that begin within its schoolyard. This school embraces multiple elements of sustainable design and presents unique features that support student learning. Heavily guided by a strong student voice, this child-centric design combines individual learning space opportunities with a collective transparency that connects students and teachers to the work of learning and teaching. The multidimensional library and its corkscrew slide remind us that research and inquiry is about wonder and curiosity.



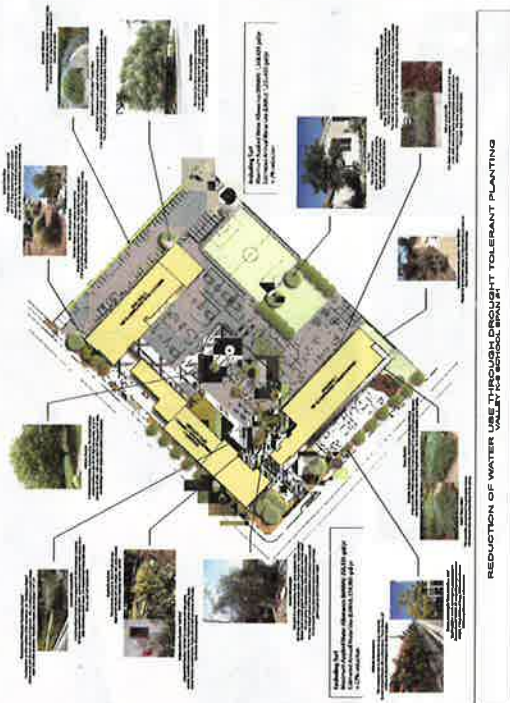


**SYLMAR LEADERSHIP ACADEMY
K-8 SPAN SCHOOL**

This project was designed for 2 small learning communities, one each for grades K-5 and 6-8. The Facilities are sized for each group of students with adjacent play areas sized accordingly. This project is located in a semi-rural community with a dedicated perimeter horse paths. The school presents a welcome face to the street while providing a secure internal environment for the students.

The school is highly sustainable. The project achieved 38 CHPS points and has been awarded HPI grant augmentation. The roof is designed for the future installation of photovoltaic panels.

LOS ANGELES UNIFIED SCHOOL DISTRICT COMPLETED 2014

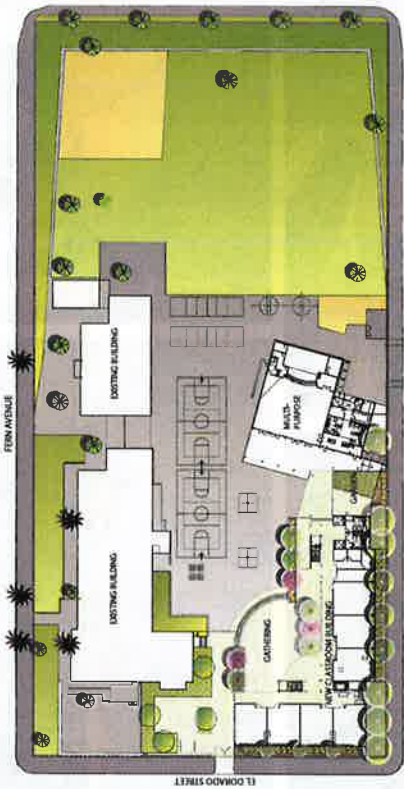




**FERN ELEMENTARY SCHOOL
MODERNIZATION AND TWO-STORY
CLASSROOM ADDITION**

An existing campus with historical significance; a new building was designed to blend with the mission character of the original structures. The new building was designed using passive ventilation and respecting and complementing the existing historic building. A central courtyard was added with an outdoor amphitheater creating a cohesive campus atmosphere. The overall scope of the project consisted of the modernization of the existing Administration and Classroom Buildings, inclusive of new restrooms and an elevator as well as the addition of a two-story Classroom/Multipurpose Building. The comprehensive modernization work was designed to blend with the historical mission revival character of the existing campus.

TORRANCE UNIFIED SCHOOL DISTRICT COMPLETED 2012



The second phase of the work included a new classroom and multipurpose space building. The building's details, massing and materials reference the historical style and respond to the scale and desires of the neighborhood. The design progressed through a series of community workshops that engaged the neighbors, school staff and parents.



Similar Project Experience

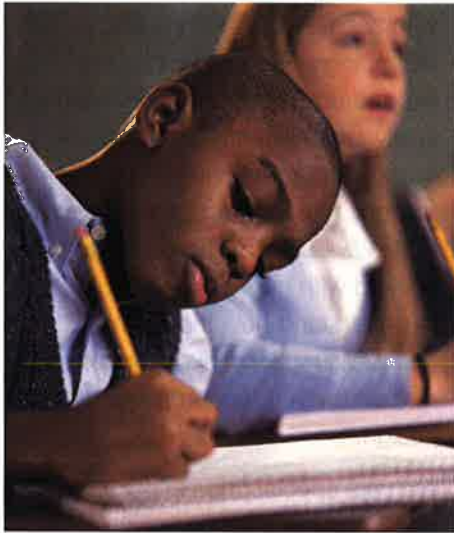


Public education for future generations challenges us to look beyond traditional forms of learning and teaching to envision learning communities that enable educators to collaborate, share best practices and integrate “Next Generation” skills into classrooms. This means creating relevant, real world, “Next Generation” environments with accessible learning tools, technologies and resources that expand community and international involvement in learning, both face-to-face and online; architectural designs that support group, team and individual learning. We have worked with numerous Districts to understand how they want to deliver educational experiences and respond with the appropriate facility design.

We take special pride in our experience and success with our process. Our integrated collaborative process will involve the educational stakeholders of the Oxnard Community to ensure that the Rose Avenue K-5 Replacement School will be a source of pride and instill ownership for those who live, learn, work and play around this Community Resource.



General Information



IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing campuses and the research and development of next generation learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods.

IBI Group has successfully created many custom, tailor-made design solutions for our clients (design team partners). These solutions and systems respond to the specific conditions, programmatic inputs, and the character of the campus environment and community. Our common goal is to make the socio-academic experience the most rewarding learning one possible through innovative program resolution, a supportive and involved community, dedicated staff and parents, and facilities that not only house activities, but support and reinforce your educational efforts.

Our mission at IBI Group is to collaborate with Oxnard School District to transform your District's vision, goals, and priorities into reality. We will work diligently to make this happen for you, your students, and the community, from the cities of Oxnard, Port Hueneme and the unincorporated counties of Ventura. We recognize the challenges facing Oxnard School District to develop next generation learning facilities for over 17,000 students from Pre-K-8th grade.

Our intent is to support the Oxnard School District on all your projects whether they are small capital improvements projects and services, or large capital improvement projects. IBI Group is qualified to providing you Architectural and Engineering services for site analysis, future/long-term/short-term planning, designing services for either existing facilities or new facilities, ADA transition plans or any other sequencing of facilities improvements.

IBI Group previously completed 12 projects for Oxnard School District. The project scope ranged from 3 new elementary schools, major modernizations, fire alarm alternations to class size reduction portable classrooms on 14 campuses. 11 of the 12 projects are closed and certified #1. For the 12th project, all information to assist the District for close out certification was given to the District in March 2016.



**Defining the Cities
of Tomorrow**

Intelligence: communications systems design, software development, safety and security, systems integration

Buildings: building architecture, interior design, landscape architecture, building engineering (mechanical, structural, electrical)

Infrastructure: planning, urban design, transportation, and engineering

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May 12, 2017

Oxnard School District
Caldwell Flores Winter Inc.
Attn: Jeremy Cogan, Assistant Vice President
RE: Rose Avenue K-5 Reconstruction

Thank you for this opportunity to submit our proposal for architectural services. Oxnard School District is in a unique and exciting time with an incredible opportunity to shape the future of education and facilities to benefit the Oxnard community.

We understand that Rose Avenue Elementary School will be reconstructed on the east end of the campus which will allow the existing facility to remain until the construction is complete. IBI Group proposes to design a campus comprised of building layouts previously constructed with site adaptations to respond to the District's educational goals, neighborhood aesthetic and in accordance with the 2016 California Building Code. To that end, we offer the following strengths and expertise:

Experience and Performance: IBI Group is at the forefront of K-12 educational design both locally in California and around the world. We have a proven history of success. The firm offers a practical approach to producing workable solutions for your facilities – results that are reliable.

Next Generation Education: IBI Group supports this process of contextual and relational learning through our pursuit of designing facilities and campuses for the next generation of learners to thrive.

Local Knowledge: Your Principal Architect and Project Director/Manager have worked on projects for the Oxnard School District and surrounding communities since the late 1980's.

Capacity, Capability, and Commitment: The IBI Group Team has the resources and specialized experience readily available to accomplish this project for OSD. We are committed to being your architects and planners for this project and beyond and pledge our full resources for the purpose of accomplishing your goals.

Listen: IBI Group is the team that listens and puts your needs above all else.

Our Conceptual Design response for the reconstruction of Rose Avenue K-5 shows you that we are that architectural and planning team. You will see in the following pages that IBI Group has extensive experience in creating custom solutions that reflect the unique requirements of the Districts we serve.

Our personal promise is to listen to your needs, your desires, your concerns, and your unique challenges. We hope to be your partner in developing a project that is uniquely yours. When it comes to the educational environment, this is who we are. This is what we do best. This is why we have been passionate about designing educational facilities for 40+ years.

We look forward to meeting with your team to discuss how we can best work together.

Sincerely

A handwritten signature in blue ink, appearing to read 'Craig Atkinson'.

Craig Atkinson, AIA, NOMA, LEED AP
Principal Architect
Southern California Education Sector Lead

A handwritten signature in blue ink, appearing to read 'Bill Tuculet'.

Bill Tuculet, AIA
Principal Architect/Design

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
- (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
- (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER & BILLING COVER SHEET

Date: MM/DD/YYYY

Project: Reconstruction of Rose Avenue K-5 School

Consultant: IBI Group

IBI Group has submitted Invoice No. 123456 for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District.

By signing below, a representative of IBI Group, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

5

- IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

OXNARD SCHOOL DISTRICT
STANDARD SPECIFICATIONS

FINGERPRINTING
00510
PAGE 1 OF 2

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-18, CSBA's Practi-Cal Inc. (DeGenna/Jefferson)

At the Board Meeting of June 23, 2021, the Board of Trustees approved Agreement #21-18 with Practi-Cal Inc., in the amount of \$140,639.64 to provide technical support for the collection and submission of direct service Medi-Cal billing for the Oxnard School District.

Amendment # 1, in the amount of \$46,000.36, is needed to continue supporting the collection and submission of direct service Medi-Cal billing through June 30, 2024, for a new total agreement amount of \$186,640.00.

FISCAL IMPACT:

Total cost not to exceed \$46,000.36 - LEA Medi-Cal funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #21-18 with CSBA's Practi-Cal Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #21-18, Practi-Cal Inc. \(9 Pages\)](#)

**Amendment #1 to Agreement #21-18 with
Practi-Cal Inc.
December 13, 2023**

At the Board Meeting of June 23, 2021, the Board of Trustees approved Agreement #21-18 with Practi-Cal Inc., in the amount of \$140,639.64 to provide technical support for the collection and submission of direct service medi-cal billing for the Oxnard School District.

Amendment # 1, in the amount of \$46,000.36, is needed to continue supporting the collection and submission of direct service medi-cal billing through June 30, 2024, for a new total agreement amount of \$186,640.00.

PRACTI-CAL INC.:

By: _____

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Date: _____

Lisa A. Franz, Director, Purchasing

PRACTI-CAL
MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN
THE
OXNARD ELEMENTARY SCHOOL DISTRICT
AND
CSBA'S PRACTI-CAL, INC.

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

- 1. Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
 - 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
 - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
 - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
 - 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
 - 1.5 LEA means a Local Educational Agency.
 - 1.6 DHCS means Department of Health Care Services.
 - 1.7 SELPA means a Special Education Local Plan Area.

2. Commencement, Amendment, and Termination

Commencement

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 07/01/2021 and remaining in full force and affect, except as amended or terminated as hereinafter provided.

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

3. PRACTI-CAL Responsibilities: PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

4. DISTRICT Responsibilities: The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. Fees for Services

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual fee based on an average of DISTRICT's prior reimbursement history. This fee will be adjusted annually to reflect changes in the DISTRICT's billing performance. **The DISTRICT can choose to pay this fee using one of the following methods:**

Annually = \$46,879.88

Quarterly = \$11,719.97

Monthly = \$3,906.66

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. PRACTI-CAL will provide the DISTRICT an invoice for services provided during each month via email shortly after the end of the calendar month. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

- A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.
- B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the

forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

- 5.3 Parties understand that this contract is to provide software and consulting services, including the services listed in Exhibit A of the existing contract. Although one of the PRACTI-CAL responsibilities is to file claims on behalf of the DISTRICT, the fees payable are not related in any way to any amounts, which will be billed or collected from Medi-Cal.

6. Events of Default: Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

- 6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.
- 6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.
- 6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

7. Errors and Omissions: No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

8. Confidentiality:

- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to

PRACTI-CAL, its agents or employees, or known by them as a consequence of this

AGREEMENT, whether or not pursuant to this AGREEMENT.

- 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.

9. Warrantees: The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
- 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.
- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.

10. Ownership of Products of AGREEMENT: The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

11. Remedies of the Parties

- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have

under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

- 11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000, West Sacramento, CA 95798-1000

12. Liability and Insurance

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

13. Miscellaneous Provisions

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it

shall remain in full force and effect with respect to all other circumstances.

14. California AB 1584 Compliance (Parties agree as follows)

- 14.1 Pupil records¹ obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.

¹ Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications

- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**²

² Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.

- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**

- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**

- 14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

- 14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT.

- 14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **PRACTI-CAL will archive**

pupil data and deactivate active district logins. Since pupil data is contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.

14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

By: Lisa A. Franz

Name: Lisa A. Franz

Title: Director, Purchasing

Date: 6-25-2021

For PRACTI-CAL

By: Victoria Rohl Spitsyn

Name: Victoria Rohl Spitsyn

Title: Practi-Cal Corporate Secretary

Date: July 15, 2021

Practi-Cal Responsibility

- Provide access to our claiming and reporting portal SpEdCare
- Provide access to our data and task management system
- Provide the following reports
 - Reimbursement (Check Date & Date of Service)
 - Assessments
 - Treatments / Therapies
 - Targeted Case Management
 - Transportation
 - CRCS Claims Report
 - Lost Potential Reimbursement
 - Participation
 - Active Practitioners with expiration dates
 - OT / PT Prescriptions with expiration dates
- Assign an experienced consultant and administrative assistant for program support who will be available via:
 - Phone
 - Email
 - Live webinar meetings
 - In-Person Meetings
- Access to newsletter with program updates
- Automated submission reminders for mandated reports
- Practitioner Trainings
 - Live customized webinar trainings (PC, Mobile device)
 - Recorded Video Trainings (PC, Mobile device)
 - In-Person Trainings
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes such as CRCS and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process scanned paper claims submitted to our claims department
- Process student data and special education service tables for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership

Exhibit B

District Responsibility

- Complete and submit DHCS mandated reports on or before designated deadlines
 - Cost Reimbursement and Comparison Schedule
 - Annual Report
 - Provider Participation Agreement (new provider or evergreen year)
 - Targeted Case Management Labor Survey
 - Data Use Agreement
- Maintain service documentation related to reimbursed services
- Ensure DHCS and CMS LBO compliance standards are met
- Complete Practi-Cal's annual Compliance Certification
- Provide to Practi-Cal
 - Updated practitioner list
 - Quarterly student database and special education service files
 - List of students receiving medically necessary 1:1 continuous monitoring
 - List of students receiving personal care services
 - List of students receiving occupation/physical therapy with prescriptions
 - Copy of signed Physician-Based Standards for Speech-Pathology
- Complete annual compliance certification
- Complete annual electronic signature certification for electronic medical records
- Maintain active and approved LEA Billing Option provider status with DHCS
- Assign a district coordinator who will ensure maximum program participation.
- Current and future district coordinator(s) will complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- District coordinator(s) will review all released announcements in SpEdCare.
- District coordinator and/or contacts will respond timely to data or information requests by DHCS, Conduent and Practi-Cal
- Provide RMTS coding results for the purposes of completing CRCS
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-148 – RH Vision Services (DeGenna/Jefferson)

RH Vision Services provided vision assessment services to a visually impaired student on November 1, 2023.

FISCAL IMPACT:

Not to exceed \$3,200.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-148 with RH Vision Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-148, RH Vision Services \(4 Pages\)](#)
[Invoice 1 \(1 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

RH VISION SERVICES

INVOICE 1

5525 Wembly Ave
Oak Park CA 91377

J. Angel 6th Grade FVLMtA-ECC (Vision Assessment)

Triennial IEP: November 1st

Marshall School, Oxnard Unified School District

Notes: Given 1 week to assess and complete report

Description	Hours	Cost
IEP team interviews, review of records, data collection	4	
Assessing student/direct; student work samples; AT and education accessibility	6	
ECC and AT recommendation sourcing and consult; Report Writing	5	
IEP attendance	1	
	16	\$3,200.00

It was a pleasure working with this student,

Rosanna Hoyt

rhvisionservices@gmail.com

909-618-6417

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Consent Agenda

Ratification of Agreement #23-178 – ATX Learning, LLC (DeGenna/Jefferson)

ATX Learning, LLC will provide temporary supplemental staffing to the Special Education Services Department to assist with students Individualized Education Program's (IEP's), which may include direct and consultative services as needed during the 2023-2024 school year.

Service Providers:

- Physical Therapist
- Speech Language Pathologist
- Special Education Teacher
- Paraeducators

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$1,700,500.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-178 with ATX Learning, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-178, ATX Learning, LLC \(15 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org,
Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

ATX Learning

Our Services

ATX Learning is a trusted therapy services company that specializes in providing highly qualified therapists to serve schools' long and short-term needs. With a focus on utilizing the latest strategies and techniques, our dedicated therapists approach each session with enthusiasm and care, creating an inspiring and productive environment. We understand the importance of having professionals with the appropriate degrees, certifications, licensure, and experience to meet each school's unique requirements. That's why our staff possesses current credentials and relevant qualifications, ensuring exceptional service delivery.

Benefits

- Consistent care during vacancies
- Coverage reduces pressure on staff
- Maintain required staffing ratios
- Save recruiting stress
- Reduced operational and recruitment cost
- Alternative to overtime - improve retention
- Less expensive than overtime in many cases
- Quick ramp-up of key programs
- Scheduling flexibility
- Small, medium, and large volume hiring

Expert Credentialing: Ensuring the Highest Standards

ATX Learning has established its renowned reputation for delivering credentialed professionals to our valued clients. We understand the utmost importance of not only gathering information but also diligently verifying all professional documentation to guarantee excellence in service provision.

Our Credentialing Process - Setting the Standard:

1. **Resume:** Each candidate undergoes a thorough application process, providing a comprehensive overview of their past experiences, expertise with elementary, middle, and high school students, as well as highlighting their key skills.
2. **Photo Identification Verification:** As part of our stringent procedures, ATX Learning mandates that every professional presents a valid photo identification (such as a Driving License or Passport) for meticulous verification.
3. **Professional Licensure and Certification:** We meticulously examine original licenses, making copies for our records. In our commitment to authenticity, we proactively reach out to the relevant issuing boards to verify the validity of licenses and certificates.
4. **Fingerprinting and TB Test:** As an obligatory prerequisite for joining our esteemed team, all professionals must undergo a TB test and submit to a comprehensive background clearance, which includes fingerprinting.
5. **Professional References:** We diligently gather three professional references from previous or current employers, ensuring a well-rounded evaluation of the candidate's performance and professionalism.
6. **Interviews:** To ascertain the suitability of each professional, we conduct in-depth face-to-face or telephonic interviews, facilitating a comprehensive assessment of their qualifications and alignment with the position's requirements.
7. **Special Client Requirements:** We are adaptable and responsive to meeting specific client needs. As such, we can obtain additional information as necessary, such as physical examinations, drug testing, or other specialized requirements tailored to each client's unique criteria.

8. **Agreement:** ATX Learning insists on each professional signing an agreement, which serves as a testament to their understanding and commitment to our stringent credentialing requirements.
9. **Updated Information:** Internally generated monthly reports proactively notify us of any upcoming credential expiration dates, enabling us to secure updated documents in a timely manner.

Our dedication to expert credentialing sets us apart as a leader in the industry. We leave no stone unturned in ensuring that the professionals we provide possess the highest level of skill, appropriate qualifications, and extensive experience to meet the specific requirements of your organization.

Rate List (2023-24)

Please find below our all-inclusive rate sheet for the upcoming academic year. These rates cover all necessary expenses, including state and federal taxes, social security, worker compensation, mileage, and travel time. Any additional expenses are always pre-approved by school authorities in writing, ensuring transparency and cost-effectiveness. We are also open to discussing customized solutions based on your unique requirements.

Services	Hourly rate
1. Speech Language Pathologist	\$90-\$120 per hour
2. School Psychologists	\$90-\$130 per hour
3. Special Education Teachers	\$85-\$105 per hour
4. OT/PT	\$80-\$95 per hour
5. General Ed. Teacher (STEM)	\$60-\$75 per hour
6. Social Workers	\$70-\$90 per hour
7. School Nurse	\$85-\$105 per hour
8. Paraprofessional	\$45-\$55 per hour
9. RBT/ ABA	\$60-\$70 per hour
10. BCBA	\$80-\$105 per hour

Benefits

- Provide coverage with credentialed professionals.
- Alternative to overtime, improve retention.
- Continuity of services during staffing challenges.
- Reduces stress of staff and managers during vacancies.
- Maintain required staffing ratios during staffing challenges.
- Quickly filling positions, assists in maintaining required staffing ratios.
- Coverage for existing cases during medical leave, maternity leave, vacation & turnover.
- Coverage for waiting lists or increase in census.
- **Outsource recruitment to ATX Learning and save internal staff's time!**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #23-203 – John Lacques dba/Drumtime (Fox/Shea)

Drumtime will provide extra enrichment for students in the Oxnard School District during the 2023-2024 school year. This activity will rotate through the schools.

Term of Agreement: December 5, 2023 through June 30, 2024

FISCAL IMPACT:

\$108,560.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-203 with Drumtime.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-203, Drumtime \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider’s services to District conclude, Provider shall, upon the District’s request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider’s possession and/or control. If the District does not request District’s document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider’s discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and jorejel@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Proposal

Date: 10/31/23

Client: Oxnard School District After School Programs

John Lacques, owner of Drumtime, is offering after school drum circle programming for all grade levels of elementary and middle school students. All drums, percussion, and facilitation provided by John Lacques of Drumtime.

The benefits of this group music-making activity are many fold, from wellness both physical and emotional, to creative, and helps build social skills and community. This all-inclusive activity allows students to express themselves on drums and percussion in a format that is instantly engaging and fun. No prior experience is necessary and all grade levels can participate. John is bilingual, English/Spanish.

John adapts each drum circle to be age and skill level appropriate. Each session features hand drumming technique, as well as group and individual leadership activities such as Call and Response, Soloing, and Duet Playing.

The musical and physical coordination skills learned in each session will also greatly benefit any student that studies music, dance, singing, or theater outside of school. Concepts of rhythm, melody, and dynamics are corporally integrated in each session. Playing drums in a live setting also offers each student the opportunity to be engaged in the present moment without the distraction of electronic devices.

The fee for each session is \$295, and can accommodate up to 20 students and after school support staff as well. The total maximum cost for the program that would begin January 9th thru June 7th, 2024 would be 4 sessions a day@\$295 per session@ 92 days = \$108,560.00.



John is available for the Spring AS programs as well as other possible programming throughout the school year.

ABOUT JOHN LACQUES

John is the owner and founder of Drumtime and has been facilitating drum circles since 2003, not only for public and private schools and colleges throughout all of California, but team building for businesses and corporations, community events, religious institutions, as well as for at-risk, special needs, and incarcerated youth.

John is a longtime professional musician, drummer/percussionist, composer, and session and touring drummer. He is a long time theater artist having acted in over 35 plays as well as composing and performing live percussion for theater and film as well.

John has years of experience in Oxnard School District and well as Hueneme, Ventura and other local districts including Santa Clarita, LA, and Glendale USD.

For OSD he became the primary facilitator of the Drumbus/Beat the Odds program as well as working with each elementary schools special needs populations and the Opportunity program for middle schools.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-204 – PRIDE Learning Co. (DeGenna/Jefferson)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department during the 2023-2024 fiscal year.

Term of the Agreement: August 16, 2023 through June 30, 2024

FISCAL IMPACT:

\$100,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-204 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-204, PRIDE Learning Co. \(15 Pages\)](#)
[Tuition & Fees \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20_____
by and between Oxnard School District (hereinafter referred to as "District") and _____,
(hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



School/District Tuition and Fees 2023-2024 Southern California

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton -Gillingham Methodology.

* Multisensory, * Structured/Explicit, *Sequential, *Cumulative, *Systematic

All lessons are taught 1:1. Lessons can be implemented Online, In Home or at the School Site. (Online may only be available based on location and safety requirements)

PRIDE Reading Program materials included.

School Site / In Home / Online

1:1 instruction in spelling, reading, writing, and comprehension skills with a PRIDE Reading Specialist

In Home/School Site: \$105.00 per hour with a 3-hour minimum per week

Online: \$85.00 per hour with a 3-hour minimum per week

\$60.00 registration fee

Initial and Post Assessments

\$80.00 per student

Includes a written progress report

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: December 13, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-206 – Winsor Learning LLC (Fox/Nocero)

Winsor Learning LLC will provide two full day trainings on Sonday System 1 & 2 during the 2023-2024 school year.

Term of Agreement: October 30, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed \$7,600.00 – Expanded Opportunity Learning Grant

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-206 with Winsor Learning LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-206, Winsor Learning LLC Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for material breach by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



WINSOR
LEARNING

Winsor Learning, LLC
3001 Metro Drive, STE #480
Bloomington, MN, 55425
Email : orders@winsorlearning.com
Phone : 800-321-7585
Fax : (651) 222-3969

Price Quote

Date: 10/17/2023
Quote No: Q-00058
Acct.No:
Total: \$7,600.00
Pricing Expires: 12/15/2023

Oxnard ESD - CA
1051 S A St
Oxnard, CA, 93030

Payment Term	Contract Start	Contract End
Net 30		

Professional Services

Item #	Item Description	QTY	Unit Price	Shipping Cost	Comments	End date	Total Amount
910-2000	Sonday System 1: Installation Training Sonday System 1 Reading Intervention - This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.	1	\$3,800.00	\$0.00			\$3,800.00

Item #	Item Description	QTY	Unit Price	Shipping Cost	Comments	End date	Total Amount
910-3000	Sondag System 2: Installation Training Sondag System 2 Reading Intervention - This training will build on the Multisensory Teaching Methodology introduced in Sondag System 1. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Syllable Types, Syllable Division, Prefixes, Suffixes With Governing Rules, Roots, Contractions, Non-Phonetic Words, Vocabulary and Comprehension.	1	\$3,800.00	\$0.00			\$3,800.00
Professional Services TOTAL:							\$7,600.00

Total : \$7,600.00



Price Quote

Winsor Learning, LLC
3001 Metro Drive, STE #480
Bloomington, MN, 55425
Email : orders@winsorlearning.com
Phone : 800-321-7585
Fax : (651) 222-3969

Date: 10/17/2023
Quote No: Q-00058
Acct.No:
Total: \$7,600.00
Pricing Expires: 12/15/2023

Please send copy of Tax Exempt Certificate along with Purchase Order. State Sales Tax may apply on digital, products, service, and/or shipping/handling without a Tax Exempt form on file.

Terms and Conditions :

The following terms and conditions apply to materials and professional services provided by Winsor Learning, Inc. ("Winsor") to your school/district (your "School"):

1. The details and scope of Winsor's services and materials provided will be as specified in the attached Proposal.
2. FULL DAY TRAINING (On-site or Virtual)
 - a. Each participant in any Sondag System® training must have their own Sondag System® kit to use for the training.
 - b. Maximum number of participants for a training day is thirty (30).
 - c. Payment by means of purchase order, credit card, or check must be received a minimum of thirty (30) days prior to the date of scheduled training.
 - d. Payment is due within thirty (30) days of receipt of invoice.
 - e. Payment in full must be made for any training day cancelled less than thirty (30) days prior to the scheduled date.
3. OPEN ENROLLMENT TRAINING (Virtual)
 - a. Each participant in any Sondag System® training must have their own Sondag System® kit to use for the training.
 - b. A purchase order or a credit card payment must be received to confirm an attendee in an Open Enrollment training.
 - c. Payment for open enrollment training cancelled less than fourteen (14) days prior to the scheduled date is non-refundable.
4. Fees paid to Winsor Learning, Inc. include all related training preparation, travel costs, administrative costs and insurance.
5. This Agreement, along with the Proposal attached hereto, constitutes the entire agreement of the parties, superseding any prior oral or written agreements regarding this matter.

Acknowledgement and Agreement: I have read and agree to this Proposal and the attached terms and conditions. I understand that training dates are secured ONLY with the return of this signed proposal.

Signature

Print Name, Title and District/School

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to orders@winsorlearning.com or fax to (651) 222-3969.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-208 – Pelletier & Associates Inc. (Torres/Magana)

Pelletier & Associates Inc. will provide the Oxnard School District with disability management consultation services. Pelletier & Associates Inc. will focus on coordinating with Oxnard School District to determine the most beneficial means to accomplish the task of managing disability in the workplace.

Term of Agreement: November 1, 2023 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$30,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-208 with Pelletier & Associates Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-208, Pelletier & Associates Inc. \(15 Pages\)](#)
[Proposal \(4 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and nmagana@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



DISABILITY MANAGEMENT SERVICES AND RATES 2023

Background

Pelletier & Associates is a Workforce Productivity Solutions company specializing in training and consultation services to organizations in the area of integrated disability management, injury prevention, and career development. Our background is particularly focused in the areas of return-to-work services, ergonomics, and workers' compensation. With a focus on assisting individuals in returning to work, identifying reasonable accommodations in the workplace and the prevention of repetitive motion injuries, Pelletier & Associates has developed a streamlined and effective system to ensure that not only individuals, but organizations see the value in providing these services.

Interactive Process Meetings: Pelletier & Associates, Inc. has been providing disability management services for over 20 years. Ms. Pelletier is a recognized Subject Matter Expert in the California Fair Employment and Housing Act and Americans with Disabilities Act requirements and has worked with public and private organizations assisting with the coordination, facilitation, and documentation of these meetings for over 25 years. She is experienced in the identification of reasonable accommodations in the workplace and is well positioned to assist return-to-work efforts as a Certified Ergonomics Assessment Specialist II. Ms. Pelletier facilitates in-person Interactive Process meetings with all organization stakeholders and is familiar and comfortable when dealing with all other interested parties including applicant's attorneys, union representatives, or employee family members in meetings. She is a specialist at navigating complex, difficult situations with aplomb, and is clearly focused on meeting objectives. In today's current health climate, Ms. Pelletier has become well-versed in conducting meetings in a virtual setting as well. Pelletier & Associates, Inc. has fully documented all Interactive Process meetings with comprehensive reports that outline all relevant details. Pelletier & Associates, Inc. also develops supporting documentation

Pelletier & Associates, Inc. / P3 Ergonomics
22996 El Toro Road, Lake Forest, CA 92630
(949) 206-9923 ph • (949) 340-2117 fax
www.pelletierinc.com / www.p3ergonomics.com



DISABILITY MANAGEMENT SERVICES AND RATES

2023

for the Interactive Process, such as medical clarification correspondence, temporary or permanent work agreements, requests for Fit for Duty exams, and the like.

Rates: \$150 per hour for all related services

Essential Function Job Analyses: Pelletier & Associates, Inc. has conducted Essential Functions Job Analyses for organizations for over 15 years. Ms. Pelletier has been conducting EFJAs for over 30 years and is a recognized expert in this process. The list of occupations analyzed is extensive and includes all the job categories found in public organizations such as: administrative, public safety (fire and police), custodial, groundskeeping, trades, and many others. Ms. Pelletier is also bilingual Spanish speaking, which has been valuable when collecting data from incumbents in particular industries. Our staff members are well versed in the observation, classification, and documentation of jobs utilizing industry standards. We follow a standardized process which includes survey completion, job observation, incumbent and supervisor interview, weights and measures data collection utilizing scales, push/pull force gauges, and hand and finger grip tools and photo documentation of the worksite, tools and equipment used. Pelletier & Associates, Inc.'s EFJA methodology results in a document that is usable and practical in its application and provides interested parties with data that can be easily understood.

Rates: \$825 per Essential Function Job Analysis, all inclusive

Consultation on ADA and FEHA related matters: As noted previously, Ms. Pelletier is an industry-recognized expert in this field. She provides consultation and guidance to many organizations in the area of application of regulations, identification of reasonable accommodations, return-to-work strategies and solutions, utilization of EFJAs, workers' compensation processes, and more. As a Certified Professional in Disability Management for

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DISABILITY MANAGEMENT SERVICES AND RATES 2023

over 20 years, Ms. Pelletier brings to her clients a wealth of knowledge related to this industry. The benefit of having seen hundreds of situations related to occupational and non-occupational injury and illness, disability, reasonable accommodation strategies, workers' compensation case matters, and thousands of job observations positions her as a solid expert in this field.

Rates: \$150 per hour for all related services

Expert Testimony: As noted previously, Ms. Pelletier is regarded as a Subject Matter Expert and has experience acting as an Expert Witness in this capacity. She has had recent experience (in the last three years) of providing defense expert services including review of reasonable accommodations, labor market analysis, ADA/FEHA issues, employability, diminished future earning capacity and rebuttal of vocational evaluation reports proposing 100% disability claims. Ms. Pelletier is comfortable with comprehensive med-legal document review and has provided expert testimony in depositions and trials both in civil court and for the Workers' Compensation Appeals Board in Orange and Los Angeles counties.

Rates: \$300 per hour for consultation, file review, research, and report development

\$350 per hour for testimony (1 hour minimum)

\$100 per hour for travel in Southern California

Manager/Supervisor Training

Let us educate your staff as to all the ins and outs of the Return-to-Work process. With state and federal regulations guiding employers, it is essential that your managers understand their role in the accommodation process. Our training includes:

- Introduction to the Interactive Process



DISABILITY MANAGEMENT SERVICES AND RATES 2023

- Overview of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA)
- Current RTW case law
- ADA/FEHA definitions of disability
- Reasonable accommodations
- Review of essential and marginal functions
- Job Description/Essential Function Job Analysis
- The Interactive Process – Steps and Documentation

Our comprehensive services provide you with invaluable knowledge that can transform the effectiveness of your Return-to-Work process. At Pelletier & Associates we specifically focus on how to implement existing company policies and how to communicate with your injured workers to achieve the most positive outcomes possible.

Rates: \$800 per two-hour training session

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-211 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 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:

EA061212	\$8,500.00
AR041511	\$16,500.00
SR112811	\$109,576.94
IH081410	\$57,500.00

FISCAL IMPACT:

\$192,076.94 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-211 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #23-211, Ventura County Office of Education \(12 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 09/28/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear		9.29.23
_____ VCOE Executive Director, Student Services	_____ VCOE Signature	_____ Date

Lisa Cline		
_____ VCOE Executive Director Internal Business Services	_____ VCOE Signature	_____ Date

Local Educational Agency Approval

Lisa A. Franz, Director, Purchasing		
_____ LEA Business Office Administrator	_____ Signature	_____ Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 10/04/2023 and terminate on 04/26/2024
This agreement reflects the information in the student's IEP dated 9/21/2023.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>8,500.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, **EA061212** a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) during transportation for 60 minutes daily. ESY transportation will be provided at 60 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendar for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 10/20/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear _____  _____ **10.23.23** _____
VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline _____ _____ _____
VCOE Executive Director Internal Business Services VCOE Signature Date

Local Educational Agency Approval

Lisa A. Franz, Director, Purchasing _____ _____
LEA Business Office Administrator Signature Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 11/02/2023 and terminate on 01/22/2024
This agreement reflects the information in the student's IEP dated 10/17/2023.

Estimated Fees

Table with 2 columns: Description of fees and Amount. Includes 'Estimated Cost for Services' at \$16,500.00, 'Other Ancillary Cost or fees, as applicable', and 'Total not to Exceed'.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, AR041511 a Special Education pupil who is a resident of LEA and currently attends Gateway Community School, an alternative education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) throughout the school day for 355 minutes weekly. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Gateway Community School Calendar for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 07/01/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Street Address Oxnard, CA 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear  7-7-23
 VCOE Executive Director, Student Services VCOE Signature Date

Lisa Cline
 VCOE Executive Director Internal Business Services VCOE Signature Date

Local Educational Agency Approval

Lisa A. Franz
 LEA Business Office Administrator Signature Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 03/29/2024. This agreement reflects the information in the student's IEP dated 6/7/2023.

Estimated Fees (required).

<u>Estimated Cost for Services</u>	\$ 109,576.94
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for, **SR112811**
a Special Education pupil who is a resident of LEA and currently attends Triton Academy, a special education program operated by VCOE.

Two Paraeducators performing special circumstance educational support (SCES) in the classroom for 1,900 minutes weekly for a total of 3,800 minutes weekly. ESY will be provided in the classroom by two paraeducators for 240 minutes daily for a total of 480 minutes daily.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendar for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.



INTER-DISTRICT SERVICES AGREEMENT for Paraeducator Performing Special Circumstance Education Support

This Services Agreement (the "Agreement") is made and entered into 10/11/2023 by and between (Date)

Oxnard School District (District or Charter School) (hereinafter referred to as "Local Educational Agency" or "LEA") and

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District LEA 1051 South A Street Oxnard, CA, 93030 City, State, Zip code

Danielle Jefferson Contact Name 805-385-1501 Contact Telephone Number djefferson@oxnardsd.org Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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.

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

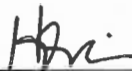
Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Holly Minear



11.8.23

VCOE Executive Director, Student Services

VCOE Signature

Date

Lisa Cline

VCOE Executive Director Internal Business Services

VCOE Signature

Date

Local Educational Agency Approval

Lisa A. Franz

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 10/13/2023 and terminate on 06/30/2024. This agreement reflects the information in the student's IEP dated 10/11/2023.

Estimated Fees

Table with 2 columns: Description of fees and Amount. Rows include Estimated Cost for Services (\$57,500.00), Other Ancillary Cost or fees, as applicable, and Total not to Exceed.

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for IH081410 a Special Education pupil who is a resident of LEA and currently attends Foster Middle School, a special education program operated by VCOE. Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly. LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period. It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster Middle School Calendars for the 23-24 School Years on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-214 – n2y, LLC (DeGenna/Jefferson)

n2y, LLC provided a one-hour Interactive Webinar for Moderate/Severe Special Education teachers, Behaviorists, and Speech Therapists on December 1, 2023.

FISCAL IMPACT:

Not to exceed \$399.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-214 with n2y, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-214, n2y, LLC \(4 Pages\)](#)
[Quote #Q-139170 \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney 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 mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature 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.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Quote No.	Opportunity No.	Date
Q-139170	OPP-204078	10/11/2023

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Theresa McGee t2mcgee@oxnardsd.org

Bill To	Ship To
Oxnard School District 1051 South A Street Oxnard, California 93030	Oxnard School District 1051 South A Street Oxnard, California 93030

Date	Payment Terms	RFP / Contract #	Purchase Order
10/11/2023	Net 30		

Professional Learning Only **INTRODUCTION TO SYMBOLSTIX PRIME LIVE WEBINAR (1 HOUR)**

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	PD INT WEB	Interactive Webinar 1 Hour	New				\$399.00	\$399.00
Professional Learning Only TOTAL:								\$399.00

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$399.00
Sales Tax: \$0.00
Total: \$399.00

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-139170	OPP-204078	10/11/2023

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to **sales@n2y.com** or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-139170** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Shaun Boyle
Account Executive
sboyle@n2y.com
(419) 433-9800 ext. 1191

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #23-217 – CSM (DeGenna/Hubbard)

CSM will provide E-Rate Consulting Services for the 2023-2024 school year. Services include Procurement Planning, Posting and Review of Bids/Proposals, collecting data, preparation and filing of forms per attached Scope of Services. Additional professional services are available at an hourly rate as requested.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$27,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-217 with CSM.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-217, CSM \(15 Pages\)](#)
[Scope of Services \(17 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and msandoval@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

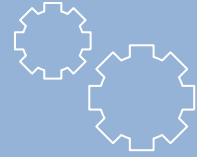
Provider Initials: _____



Oxnard School District Proposal for 2024/2025 Application Process - E-Rate Consulting Services

WITH CSM'S PROFESSIONAL E-RATE CONSULTING SERVICES THERE WILL BE:

- No Missed Opportunities.
- No Missed Deadlines.



OUR COMMITMENT

CSM is committed not only to our clients' best interests, but also to being responsible stewards of the E-Rate program as a whole.



FIND US ON THE WEB
WWW.CSMCENTRAL.COM.



CALIFORNIA OFFICES

(888) 944-7798 | Ontario | Tracy
| Sacramento

TENNESSEE OFFICE

(909) 652-9104 | Nashville

IDAHO OFFICE

(888) 944-7798 | Boise Area

FLORIDA OFFICE

(888) 944-7798 | Tallahassee





E-Rate Services Proposal

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EXECUTIVE SUMMARY

It is our pleasure to present this summary of services to Oxnard School District. The enclosed information will demonstrate clearly why we are the best choice for your District on several levels.

Our depth of knowledge, our position as a trusted partner in our clients' successes, and our absolute diligent dedication has and will continue to set us apart from other firms. Every member of our staff is highly trained and qualified to answer any question at any time. At CSM, we pride ourselves on the reputation that we have built over the last many years and our ability to communicate effectively with not only our clients, but with the various administrative bodies that oversee the Universal Service Fund's Schools and Libraries Program. We consider ourselves to be stewards of the program and accountable for maintaining the integrity of the fund, our firm, associated participants and, most importantly, our clients. CSM's Vice-President Kim Friends has been a Board member of the E-Rate Management Professionals Association (E-MPA™) and our firm abides by its Code of Ethics. Additionally, we have five staff members who have qualified as "Certified E-Rate Management Professionals."

CSM's principal E-Rate consultants have been involved with the Universal Service Administrative Company (USAC)'s E-Rate program since its inception. With backgrounds at the county office of education level, and at several large school districts, our consultants understand the complexities of working with Local Education Agencies. Over the 20 years of the E-Rate program, CSM consultants have secured more than \$2.7 Billion in approved E-Rate funding for Category One and Category Two services (formerly known as Priority One and Priority Two). Year over year, CSM files more Form 471 applications and funding requests and is responsible for more cumulative funding than ANY other consulting firm in the Nation.

CSM's Vice President Kim Friends has established herself as one of very few *premier* E-Rate consultants in the Country. Her diligence and expertise allow CSM a direct line to USAC's office in Washington, D.C. for problem resolution and/or clarification. CSM personnel are called upon for opinion by USAC, NECA, and FCC staff on a regular basis. CSM regularly and actively participates in the FCC's request for comments and reply comments as a part of their Notice of Proposed Rule Making ("NPRM") proceedings and we repeatedly advocate at the National level on behalf of program constituents as issues arise throughout the E-Rate Program's Modernization. Participation in these proceedings has and will continue to establish CSM's reputation as a firm committed not only to our clients' best interests, but those of the E-Rate program as a whole.

CSM is a proud member of the Schools, Healthcare and Libraries Broadband ("SHLB") Coalition and the E-Rate Management Professional Association ("E-mpa") and we are proud of the work we do on behalf of the entire universe of E-Rate Program constituents through our leadership role in both of these organizations.

CSM has been involved in numerous audits conducted not only by FCC-retained auditors (KPMG, Williams Adley, Price Waterhouse Coopers, TCBA, Moss Adams, Lani Ecko and Bearing Point), but also USAC's internal audit staff and the FCC's Office of Inspector General (OIG) audit staff while offering guidance and resolution of issues on both state and federal levels.

CSM has been involved in assisting several applicants who have had problematic applications in the past to bring them to compliance and achieve success with the program. This is done, in part, by leveraging the reputation that we have built on a national level with reviewers and other USAC staff when processing applications.

CSM's consultants bring the expertise, dedication and tenacity required for success in the E-Rate program. We also highly value the long-standing relationships we have built with our customers. We encourage you to contact our references to see what CSM brings to the table in terms of customer service and sustained funding year after year. It would be a true pleasure for us to work with Oxnard School District and we look forward to answering any questions you may have about our service and track record.

COMPANY PROFILE

CSM Consulting Inc., Established 2004

Billing Address:

P.O. Box 4408
El Dorado Hills, CA 95762

E-rate Primary Contact:

Kimberly Friends, kfriends@csmcentral.com
909.652.9104 (one number reach)

Primary Offices:

Ontario, California
3130-C Inland Empire Blvd.
Ontario, CA 91764
909.944.7798 Phone
909.481.7410 FAX

Tracy, California
324 East 11 Street, Suite E-3
Tracy, CA 95376

Sacramento, California
4671 Golden Foothill Pkwy, Suite 101
El Dorado Hills, CA 95762

Satellite Offices:

Hendersonville, Tennessee
Newark, New Jersey
Tallahassee, Florida

CSM is one of the most highly respected consulting firms in the Nation. Our management and staff have been involved with K-12 local agencies in California for over forty years, providing our clients with a powerful partner in the business of education. CSM's key lines of business include E-Rate consulting, technology infrastructure management consulting, and financial software development.

RÉSUMÉS OF KEY PERSONNEL

Kimberly Friends - Vice President

Kim Friends is a nationally recognized expert in the Universal Service Administrative Company's E-Rate program. Ms. Friends participated in the ground floor of the program, training school districts throughout San Bernardino County to effectively and efficiently take advantage of the funds provided through the reauthorization of the Telecommunications Act of 1996. Ms. Friends joined CSM in 2003 and serves a large number of school districts and county offices of education in her role as an E-rate expert. Ms. Friends has participated as a statewide trainer for the California Department of Education, various major telecommunications carriers, and county offices of education. Kim currently acts as the State E-rate Coordinator for Tennessee, and is an active member of the State E-rate Coordinators Alliance ("SECA") an advocacy group that works consistently on behalf of E-rate issues affecting applicants nationwide. She intimately understands the E-Rate process and program and is considered one of the very few *premier experts* in her field.

Cathy Benham – Director, Pre-Commitment Operations

Cathy Benham has worked with Local Educational Agencies and their representatives for more than 17 years in the areas of state and federal programs and program compliance. Mrs. Benham brings over 25 years of management experience overseeing and executing multi-million dollar projects. She currently oversees the E-rate department in the Ontario office, working with a large client base. Cathy participated as a statewide trainer for California Department of Education's E-rate Focus Group and the Department of Education in Tennessee. She also participates in the State Consortium Group, representing California's interests in its E-rate application for the state's high speed network (CAL-REN), and the State E-rate Coordinators Alliance. She is one of the select few Certified E-rate Management Professionals in the country, certified by the E-rate Management Professionals Association. Mrs. Benham is intimately involved with every aspect of the E-rate process, from planning to execution to collection of approved E-rate funds, and ensures CSM's clients receive the highest level of customer service.

Scott Harken – Director, Post-Commitment Operations

Scott has 15 years of experience with all phases of the E-Rate Program and 20 years of experience working with school districts in state and federal program compliance. He manages our client access software which allows CSM's clients access to real-time information on all of their E-Rate applications, past and present. He is integral in support of the ongoing application processes including PIA review and documentation retention.

STATEMENT OF QUALIFICATIONS

The following statements reflect the reasons that we believe CSM to be most highly qualified to support Oxnard School District.

1. Experience – 400+ E-rate clients nationwide.
2. Depth - The principals assigned to Oxnard School District have a combined experience in school districts of over 50 years.
3. Commitment to our clients is second to none.
4. Independent – CSM is an independent consultancy without relationships to any contractors or service providers.
5. Technology tools – CSM uses the latest in proprietary software to assist in the E-rate application process for our clients.
6. Unique relationship with USAC and the FCC.

In the past fourteen years, CSM has grown from a client base of 13 to more than 400 clients including three State-wide engagements.

CSM is widely considered to be one of the Nation’s largest and most trusted E-Rate consulting firms. We work with applicants of every size and flavor from a very small rural school and/or school district with only 21 students, eleven of the 20 largest school districts in the Country and every size, shape and complexity in between.

REFERENCES

Erik Greenwood, CTO <u>Anaheim Union High School District</u> 714-999-5676 greenwood@auhsd.us	Philip Neufeld, Exec. Dir., IT <u>Fresno Unified School District</u> (559) 457-3164 philip.neufeld@fresnounified.org
Steven Nguyen, Information Technology Director <u>Garden Grove Unified School District</u> (714) 663-6591 rrodrigu@ggusd.us	Matt Penner, Director IT <u>Val Verde Unified School District</u> (951) 940-6100 mpenner@valverde.edu
Carl Fong, Executive Director of IT <u>OC Department of Education</u> 714-966-4185 cfong@ocde.us	Ashton Potter, Director of Technology <u>Alhambra Unified School District</u> 626-943-3030 potter_ashton@alhambra.k12.ca.us

INSURANCE

CSM does carry Errors & Omissions Insurance in the amount of \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate.

Our Producer is
Kessler Alair Insurance Services
PO Box 1120
Claremont, CA 91711-1120
888.661.3938

If selected, CSM will provide Certificates of Insurance for all types of insurance required by the District with Oxnard School District named as additional insured.

SCOPE OF SERVICES OVERVIEW

1. **Form 470 and Procurement Planning**
 - a. Kick-off meeting to be conducted with stakeholders
 - b. Review of Services and Contracts
2. **Form 470 Posting and Review of Request for Bid/Proposal**
3. **Review and Update Site Specific Data in District's EPC Portal before close of annual Administrative Window**
4. **Data Collection for Form 471 and Verification of Compliance with Children's Internet Protection Act (CIPA)**
5. **Form 471 Preparation**
 - a. **Form 471, Discount Calculation/Category Two Budgets.**
 - b. **Form 471: Funding Requests**
 - i. Funding requests for new services (if applicable)
 - ii. Form 471 Certifications: Budget documentation
 - iii. Contract execution (if required)
6. **Form(s) 471 Filing**
 - a. File Form(s) 471:
 - i. **Category One Services (Telecommunications /Internet Access/C1 Modulating Equipment (if applicable))**
 - ii. **Category Two Services (Internal Connections/Managed Internal Broadband Services/Basic Maintenance of Internal Connections)**
7. **Program Integrity Review (PIA)**
8. **Filing of Form(s) 486 Upon Receipt of Funding Commitment Decision Letter(s) ("FCDL")**
9. **Collection of E-Rate Funds**
 - a. **Service Provider Forms necessary for Discounts on Service Provider Bills (Form 474 Invoicing)**
 - b. **Billed Entity Applicant Reimbursement (BEAR) Form 472**
 - c. **Service Certifications**
10. **Reviews and Other Post Commitment Activities**
 - a. **Payment Quality Assurance (PQA) support** (mini 'desk audit' performed by USAC's IAD)
 - b. **Other Post-Commitment Activities**
 - i. Service substitutions
 - ii. SPIN changes
 - iii. Form 500
 - iv. Invoice Deadline and Service Delivery Extension Requests
11. **Additional professional services available at an hourly fee**
 - a. Training, Speaking Engagements, Special Meetings and Advocacy
 - b. Preparation/Invoice Reconciliation and submission of Form 472 (BEAR Form) for Category 2 funding requests.

STANDARD SCOPE OF SERVICES

The scope of work for direct E-Rate consulting services for July 1, 2023 through June 30, 2024 will include applications and support for the applications listed below, as deemed eligible under the Universal Service School and Libraries Eligible Services List (FCC CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776 (1997), and all amended revisions.

1. Funding Year 2024 Form 470 Planning

- b. CSM will schedule a kick-off meeting with stakeholders in the E-Rate process and establish deliverables. At a minimum, we suggest that representatives from the following District departments should attend: Business Services, Information Technology, Purchasing and, Facilities. CSM highly recommends that this planning meeting be scheduled as soon as possible in order to allow adequate time for effective planning and execution of the E-Rate process.
- c. At a minimum, the following areas should be discussed at the kick-off and any necessary subsequent meetings:
 - i. Review of any current contracts/obligations for E-Rate funded services.
 - ii. Review and discuss the technology and communications needs of the District, for Funding Year 2024 as well as long term needs.
 - iii. Based on needs determined, define those that are eligible for E-Rate funding (Category One and Category Two services).
 - iv. Establish and agree upon a list of equipment/services that will be included on the E-Rate Form(s) 470.
 - v. Discuss any procurement regulations and requirements necessary to meet both E-Rate and local procurement guidelines.
 - vi. Calculate and review estimated Category Two per-site budgets and strategize on ways to maximize use of budgets for shared C2 equipment/services
 - vii. Review of budget and availability of District's funding sources to meet its share of E-Rate projects.
 - viii. Discuss document retention requirements and responsibilities.
 - ix. Create a timeline of deliverables and assign responsibilities.
- d. These areas of discussion will encompass all possible projects, equipment, and services that have the potential for E-Rate funding, any new services that may be established during the planning meetings and any changes to the annual Eligible Services List:
 - i. **Category One Services:** Telecommunications (broadband), Internet Access, and Category 1 Modulating Equipment (if applicable) (not an exhaustive list).
 - ii. **Category Two Services:** Network Hardware Updates (switches, routers, etc.), Cabling, Basic Maintenance, Managed Internal Broadband services and any other identified needs.

2. Form 470 Posting and Review of Request for Bid/Proposal

- a. CSM will prepare for District signature/certification and post E-Rate Form(s) 470 for requested equipment and services in conjunction to the release of any required Request for Bid/Proposal(s).

- b. Prior to the posting of the Form(s) 470, CSM will review all Request for Bid/Proposal language with the District's Purchasing/Procurement department to ensure compliance with E-Rate guidelines. CSM will offer some template language that addresses the providers' required compliance with E-Rate Program rules and establishes acknowledgement/certification of that compliance.

3. Review of Category One Services and Contracts

- a. CSM will review all current Wide Area Network and Internet service providers' bills and contracts. The review will include at a minimum the following components:
 - i. Recurring monthly charges
 - ii. Non-recurring charges
 - iii. Rates
 - iv. Service Level Agreements
 - v. Terms and conditions
 - vi. Time remaining on the contract(s)
- b. Upon completion of the review CSM will make recommendations and assist in negotiating new contracts as needed.
- c. The District will need to include CSM in any communications and Request for Bid/Proposal processes involving carrier/provider services in which CSM may assist the District.

4. Form 471 Planning

CSM will coordinate all necessary steps in order to prepare the Form(s) 471 in order to meet E-Rate guidelines:

- a. **Calculation of E-Rate Category Two Budgets.** CSM will calculate the E-Rate Category Two Budgets for all sites in the District incorporating prior years' C2 commitments, and utilization.
- b. **Funding Requests**
 - i. **Cost review of current Wide Area Network and Internet Access services.** For existing services, CSM will review the costs for all eligible sites on the Form 471 application. The District must provide access to billing account information during this process.
 - ii. **Funding requests for new services.** CSM will prepare funding requests for all ongoing and/or newly contracted Category One and Category Two services. This will include at a minimum: determining eligible recurring costs, determining eligible non-recurring costs, and preparing cost allocations for any ineligible costs.
 - iii. **Certification Budget documentation.** CSM will collect the necessary budget documentation from Business Services required to complete the section of the Form(s) 471 that are required.
 - iv. **Contract execution.** CSM will facilitate the execution of all contracts and/or agreements to ensure that they fall within the E-Rate Form 471 filing window.
 - v. **Documentation to support Funding Requests.** CSM will collect documentation necessary to support all funding requests. CSM will also upload and manage data into the Form 471 for submission by deadline established by USAC.

5. Form(s) 471 Filing

CSM will prepare for District signature/certification and submit all necessary Form(s) 471 for E-Rate Funding Year 2024. CSM will determine the ultimate number of Form(s) 471 necessary in conjunction with the District as a result of E-Rate planning, process, number and types of funding requests and best practices.

- a. CSM will file Form(s) 471 for the following services (as applicable):
 - i. **Category One Services:** Telecommunications (data), Internet Access, and any other identified eligible service (such as M&O costs for dark fiber, etc.)
 - ii. **Category Two Services:** Network Hardware Updates (switches, routers, etc.), Cabling, Basic Maintenance, Managed Internal Broadband services and any other identified needs.

6. Program Integrity Review (PIA)

CSM will coordinate and respond to all requests for further information from USAC's PIA regarding Funding Year 2022 applications. This may include: providing documentation regarding calculation of E-Rate discounts, providing further documentation to support the funding requests, and answering any questions regarding the funding requests.

7. Filing of Form(s) 486

Upon receipt of the Funding Commitment Decision Letter (FCDL) and start of services, CSM will file all necessary Form(s) 486 for Funding Year 2024 funding requests. Multiple Form(s) 486 may be necessary. CSM will coordinate the filing of the Form(s) 486 with the start of services (projects) to ensure that they are filed at the correct time.

8. Collection of E-Rate Funds

CSM will discuss with the District the various methods available to collect approved E-Rate funding. CSM will then work with the selected service providers to ensure that the District receives its approved E-Rate funds:

- a. **Discounts (Form 474):** Discounts on bills. CSM will complete and submit the documentation that service providers require in order for the District to receive discounts.
- b. **Billed Entity Applicant Reimbursement (BEAR) Form 472:** CSM will prepare and submit BEAR forms for Category One eligible services. The District will receive E-Rate funds in the form of an ACH transfer to the bank account noted in the Form 498 module of the EPC portal.
- c. **Service Certifications:** CSM will assist the District and service providers to complete these forms as required for Category One and Category Two projects.

9. Form(s) 500, Return C2 Budget and Invoice Deadline or Service Delivery Extension Request(s)

Should a project funded for Funding Year 2024 not be implemented by the initial implementation deadline, CSM at the District's direction, will file Form(s) 500 to extend the implementation deadline, or to cancel the funding request. CSM will also file any Invoice Deadline Extension Requests found necessary so that the District receives its approved funding for implemented projects and services for Funding Year 2024 and any outstanding prior year issues (*if applicable*). Invoice deadline extension requests and approval are subject to FCC rules.

10. Audits

Should the District be selected for an E-Rate audit, CSM will assist the District to prepare for and will be available (at the District's request) to be present at the audit. The FCC and/or USAC currently perform two types of E-Rate audits:

- a. **Payment Quality Assurance (PQA):** This is a remote process requiring additional documentation to substantiate whether a payment that was made is 'proper' or 'improper' in accordance with the Improper Payment Information Act (IPIA).
- b. **Beneficiary and Contributor Audit Program (BCAP):** This is more intensive audit of all of the applicant's (or contributor's) processes related to pre and post commitment activities. It may be conducted on-site or remotely.

11. Final Summary of Standard Scope of Services

In working with our large client base CSM has found that the above Scope of Services covers the majority of work involved in successful E-Rate applications, receipt and recovery of E-Rate funds. CSM has the flexibility to slightly modify the Scope of Work per an individual school district's needs. Should the District identify further services required, we are confident that CSM will be able to accommodate the request.

ADDITIONAL PROFESSIONAL SERVICES

CSM can provide the following services in addition to our basic scope of work; hours will be billed at standard rates specified in the contract between CSM and the District.

a. Selective Reviews, Special Compliance Reviews, and BCAP Audits

Our standard base contract includes 10 hours of support for these types of reviews. If the scope of the review requires more than 10 hours of assistance, CSM will prepare an engagement letter for review and execution by Oxnard School District.

b. Training, Speaking Engagements, Special Meetings and Advocacy

CSM consultants are available to conduct onsite training of District staff, to speak at special events such as Board Meetings, and are available to represent the District at meetings with E-rate stakeholder groups, with USAC and at the FCC.

c. Recovery

Assess and process for District issues with prior E-Rate applications not previously contracted by with Consultant. Consultant to be paid 10% of recovered funding or an amount not to exceed the current annual contract value per prior funding year involved.

Hourly Rates: At the written request of the District, the Consultant will provide these Additional Professional Services based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

DOC-U-MANAGE™

In response to increased audit activities and the FCC’s extended requirement to retain E-rate documentation for a minimum of 10 years from the last date of service, CSM has developed an E-rate document management system for retention of documents in the cloud for future instant access. The system follows retention guidelines established by USAC and gives our customers peace of mind when retaining documents for future audit-readiness. The license is districtwide unlimited users and is based upon a flat annual fee.

The screenshot shows the ERATE WORKS Document Management interface. At the top, the logo 'ERATE WORKS Document Management' is on the left, and 'Cathy Benham' is on the right. A dropdown menu for 'Select Organization:' is set to 'Knox County School District'. Below this is a navigation bar with tabs: 'Funding Requests' (selected), 'Children's Internet Protection Act', 'Technology Plan and Approval Letter', and 'Other District Info'. The main content area is titled 'FUNDING REQUESTS' and shows a breadcrumb path: '2014' > '2631325 - USA Mobility V'. A file upload area contains the text 'Click or drag and drop here to upload files.' Below this is a table with columns 'Name', 'Status', and 'Action'. The table lists four folders: 'USAC Forms' (6 Folders, 0 Documents), 'Competitive Bidding' (10 Folders, 0 Documents), 'PIA Review' (1 Folders, 0 Documents), and 'Invoicing & Payment' (7 Folders, 0 Documents). On the right, a 'FOLDER INFO' panel shows 'Service Provider: USA Mobility Wireless, Inc.', 'Service Category: TELCOMM SERVICES', and 'Uploaded by: CSM Admin'.

Features

- ✓ Simple drag and drop of documents from your desktop
- ✓ Pre-populated funding request labels and file structure personalized to your District
- ✓ Prompts for uploading documents by funding requests
- ✓ Checklists with color coding features to show progress

The screenshot shows the ERATE WORKS Document Management interface. At the top, the logo 'ERATE WORKS Document Management' is on the left, and 'Cathy Benham' is on the right. A dropdown menu for 'Select Organization:' is set to 'Knox County School District'. Below this is a navigation bar with tabs: 'Funding Requests' (selected), 'Children's Internet Protection Act', 'Technology Plan and Approval Letter', and 'Other District Info'. The main content area is titled 'FUNDING REQUESTS' and shows a breadcrumb path: '2014' > '2631325 - USA Mobility V' > 'USAC Forms' > 'Form 470'. A file upload area contains the text 'Select a tag, then click or drag and drop here to upload files.' Below this is a table with columns 'Name', 'Status', and 'Action'. The table lists two documents: 'Westminster-13-14-Q4-2631325.pdf' (Received) and 'Westminster-13-14-Q4-2631325 (1).pdf' (Received). On the right, a 'CHECKLIST' panel shows two items: 'Receipt Notification letter' (green circle) and 'Form 470 Document' (green circle). Below that, a 'FOLDER INFO' panel shows 'Service Provider: USA Mobility Wireless, Inc.', 'Service Category: TELCOMM SERVICES', and 'Uploaded by: CSM Admin'.

PRICING

Standard Scope of Services

The cost for services rendered to **Oxnard School District** regarding the E-Rate application process for 2024/2025 which requires work during the period of July 1, 2023 through June 30, 2024, as referred to in the Standard Scope of Services will be invoiced and due to the Consultant as follows:

Base contract amount (“Base Amount”) for this contract will be **\$27,000**

Invoices for the Base Amount will be provided monthly beginning at final execution and continue through June 30, 2024.

Doc-U-Manage™ (Optional)

Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is **\$899.00** per year. The District can ‘opt-in’ to this service by checking the “YES” box on the contract that will be provided.

Thank you for this opportunity to provide a proposal to Oxnard School District. Should you have any questions, please do not hesitate to contact Michelle Harken for any questions or concerns.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Call for Nominations for CSBA's Delegate Assembly (DeGenna)

An opportunity is presented for the Board of Trustees to consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B. All nomination material must be postmarked no later than Sunday, January 7, 2024. The terms for the current representatives: Darlene Bruno (Hueneme ESD), Lauren Gill (Conejo Valley USD), and Daniel Sandoval (Santa Paula USD) will expire in March 2024. Newly elected representatives will serve April 1, 2024 through March 31, 2026.

There are two required Delegate Assembly meetings each year. In 2024, the dates are May 18-19 in Sacramento and December 3-4 in Anaheim.

FISCAL IMPACT:

Any costs incurred by the Delegate to attend the above-mentioned meetings will be paid from the General Fund, Board of Trustees budget.

RECOMMENDATION:

It is recommended that the Board of Trustees consider whether it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

ADDITIONAL MATERIALS:

- Attached:** [Letter - Call for Nominations for CSBA Delegate Assembly 2023 \(2 pages\)](#)
- [Roster - Call for Nominations for CSBA Delegate Assembly 2023 \(4 pages\)](#)
- [Important Dates - Call for Nominations for CSBA Delegate Assembly 2023 \(1 page\)](#)
- [FAQ - Call for Nominations for CSBA Delegate Assembly 2023 \(2 pages\)](#)



October 27, 2023

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Sunday, January 7, 2024

MEMORANDUM

To: CSBA Member District Boards
From: Susan Markarian, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, and the Executive Committee, Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2024 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2024. Delegates elected in 2024 will serve a two-year term beginning April 1, 2024. There are two required Delegate Assembly meetings each year; in 2024, the dates are May 18-19 and December 3-4.

Nomination and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Sunday, January 7, 2024**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion.
- Member boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2024.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board from the region or subregion.
- Nominees must submit a required biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.
- Per Standing Rule 109, only members who are not employees of CSBA may serve in the Delegate Assembly.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. If you would like to receive a PDF version of the forms, please send your request to the Executive Office at nominations@csba.org. **It is the nominee or appointee's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

The deadline for nomination materials is **11:59 p.m. on Sunday, January 7, 2024**. Materials can be submitted online, sent via email to nominations@csba.org, or mailed to CSBA headquarters (3251 Beacon Blvd., West Sacramento, CA 95691).



DELEGATE ASSEMBLY ROSTER with terms (Updated 9/26/2023)

* = District or COE appointment

RED indicates changes that will be effective March 31, 2024 due to reapportionment

REGION 1 – 4 Delegates (4 elected)

Director: Frank Magarino (Del Norte County & USD)

Subregion 1-A (Del Norte, Humboldt)

JoAnn Moore (Northern Humboldt Union HSD), 2025

George Sager (McKinleyville Union ESD), 2024

Subregion 1-B (Lake, Mendocino)

Tyler Nelson (Ukiah USD), 2024

Region 1 County

Michael Greer (Del Norte County & USD), 2025

REGION 2 – 4 Delegates (4 elected)

Director: Sherry Crawford (Siskiyou COE)

Subregion 2-A (Modoc, Siskiyou, Trinity)

Gregg Gunkel (Siskiyou Union HSD), 2025

Subregion 2-B (Shasta)

Bruce Ross (Redding SD), 2025

Subregion 2-C (Lassen, Plumas)

Leslie Edlund (Plumas County & USD), 2024

Region 2 County

Brenda Duchi (Siskiyou COE), 2024

REGION 3 – 8 Delegates (8 elected)

Director: David Gracia (Napa Valley USD)

Subregion 3-A (Sonoma)

Jeremy Brott (Bennett Valley Union SD), 2024

Troy Knox (Sonoma Valley USD), 2025

Subregion 3-B (Napa)

Robin Jankiewicz (Napa Valley USD), 2025

Subregion 3-C (Solano)

Christy Gardner (Vallejo City USD), 2025

Gethsemane Moss (Benicia SD), 2024

Craig Wilson (Fairfield-Suisun USD), 2025

Subregion 3-D (Marin)

Magali Limeta (Novato USD), 2024

Region 3 County

Peggy Cohen-Thompson (Solano COE), 2025

REGION 4 – 8 Delegates (8 elected)

Director: Renee Nash (Eureka Union SD)

Subregion 4-A (Glenn, Tehama)

Melissa Peters (Los Molinos USD), 2024

Subregion 4-B (Butte)

Sharon Nilsson (Oroville City ESD), 2025

Subregion 4-C (Colusa, Sutter, Yuba)

Nicolo Orozco (Yuba City USD), 2025

Greg Forest (Wheatland Union HSD), 2024

Subregion 4-D (Nevada, Placer, Sierra)

Alisa Fong (Roseville City SD), 2025

Tiffany Saathoff (Rocklin USD), 2024

Jessica Spaid (Placer Union HSD), 2025

Region 4 County

David Patterson (Placer COE), 2024

*Delegate-at-Large

Mike Walsh (Butte COE)

REGION 5 – 10 Delegates (7 elected/3 appointed*)

Director: Alisa MacAvoy (Redwood City ESD)

Subregion 5-A (San Francisco)

Vacant (San Francisco County USD)*, 2025

Vacant (San Francisco County USD)*, 2025

Vacant (San Francisco County USD)*, 2024

Subregion 5-B (San Mateo)

Chelsea Bonini (San Mateo COE), 2024

Heather Hopkins (Las Lomitas ESD), 2025

Gregory Land (San Mateo Union HSD), 2025

Sophia Layne (Cabrillo USD), 2024

Patricia Murray (South San Francisco USD), 2024

Kalimah Salahuddin (Jefferson Union HSD), 2025

Region 5 County

Beverly Gerard (San Mateo COE), 2025

REGION 6 – 17 Delegates (11 elected/6 appointed*)

Director: Jackie Thu-Huong Wong (Washington USD)

Subregion 6-A (Yolo)

Deborah Bautista-Zavala (Woodland Joint USD), 2024

Subregion 6-B (Sacramento)

Michael Baker (Twin Rivers USD)*, 2025

Stacey Bastain (Twin Rivers USD), 2025

Nancy Chaires Espinoza (Elk Grove USD)*, 2024

Pam Costa (San Juan USD), 2025

Zima Creason (San Juan USD)*, 2024

Craig DeLuz (Robla ESD), 2025

Gina Jamerson (Elk Grove USD)*, 2025

Christine Jefferson (Twin Rivers USD), 2024

Kara Lofthouse (Folsom-Cordova USD), 2025

Noel Mora (Natomas USD), 2025

Chinua Rhodes (Sacramento City USD)*, 2025

Jamee Villa (Sacramento City USD)*, 2024

Paula Villescaz (San Juan USD)*, 2025

Vacant, 2024

Subregion 6-C (Alpine, El Dorado, Mono)

Misty diVittorio (Placerville Union ESD), 2024

Jessicca Rodgers (El Dorado Union HSD), 2025

Region 6 County

Shelton Yip (Yolo COE), 2024

REGION 7 – 16 Delegates (13 elected/3 appointed*)

Director: James Aguilar (San Leandro USD)

Subregion 7-A (Contra Costa)

Thuy DaoJensen (Brentwood Union SD), 2025

Rachel Hurd (San Ramon Valley USD)*, 2024

Meredith Meade (Lafayette SD), 2025

Yolanda Peña Mendrek (Liberty Union HSD), 2024

Marina Ramos (John Swett USD), 2024

Mary Rocha (Antioch USD), 2024

Richard Severy (Moraga ESD), 2025

Subregion 7-B (Alameda)

Jennifer Brouhard (Oakland USD)*, 2025
Jackie Calderon Perl (San Leandro USD), 2024
Dianne Jones (Fremont USD), 2025
Kelly Mokashi (Pleasanton USD), 2024
Sara Prada (Hayward USD), 2025
Vivek Prasad (Fremont USD)*, 2025
Megan Sweet (Alameda USD), 2024
Clifford Thompson (Oakland USD)*, 2024
Kristie Wang (Livermore Valley Joint USD), 2025
Vacant, 2024

Region 7 County

Angela Normand (Alameda COE), 2025

REGION 8 – 13 Delegates (12 elected/1 appointed*)

Director: Christopher “Kit” Oase (Ripon USD)

Subregion 8-A (San Joaquin)

Donald Donaire (Stockton USD)*, 2025
Eric Duncan (Manteca USD), 2024
Susan Macfarlane (Lodi USD), 2025
Cecilia Mendez (Stockton USD)*, 2024
David Pombo (Lammersville USD), 2025
Kate Powell (Escalon USD), 2024
Marla Sousa Livengood (Linden USD), 2024

Subregion 8-B (Amador, Calaveras, Tuolumne)

Sherri Reusche (Calaveras USD), 2025

Subregion 8-C (Stanislaus)

Kathi Dunham-Filson (Denair USD), 2025
Mary Jackson (Turlock USD), 2025
Faye Lane (Ceres USD), 2024

Subregion 8-D (Merced)

Zachery David Ramos (Gustine USD), 2024
Kelly Thomas (Winton SD), 2025

Region 8 County

Juliana Feriani (Tuolumne COE), 2024

***Delegate-at-Large**

Cindy Marks (Modesto City Schools)

REGION 9 – 7 Delegates (7 elected)

Director: Roger Snyder (Scotts Valley USD)

Subregion 9-A (San Benito, Santa Cruz)

Mark Becker (San Lorenzo Valley USD), 2025
Kim De Serpa (Pajaro Valley USD), 2024
Patricia Nehme (San Benito HSD), 2024

Subregion 9-B (Monterey)

David Kong (Greenfield Union SD), 2025
Veronica Miramontes (Monterey Peninsula USD), 2024

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), 2024
Nelson Yamagata (Templeton USD), 2025

Region 9 County

Janet Wohlgemuth (Monterey COE), 2025

***Delegate-at-Large**

Chris Ungar (San Luis Coastal USD)

REGION 10 – 14 Delegates (10 elected/4 appointed*)

Director: Kathy Spate (Caruthers USD)

Subregion 10-A (Madera, Mariposa)

Barbara Bigelow (Chawanakee USD), 2025

Subregion 10-B (Fresno)

Hugh Awtrey (Clovis USD)*, 2025
Daniel Babshoff (Kerman USD), 2025
Darrell Carter (Washington USD), 2024
Claudia Cazares (Fresno USD)*, 2024
Genoveva Islas (Fresno USD)*, 2025
Yolanda Moore (Clovis USD)*, 2024
Ronald Parker (Firebaugh-Las Deltas USD), 2024
Constance “Connie” Schlaefter (Sierra USD), 2025
Joshua Sellers (Central USD), 2025
Keshia Thomas (Fresno USD), 2024
G. Brandon Vang (Sanger USD), 2025

Subregion 10-C (Kings)

Teresa Carlos-Contreras (Kings River-Hardwick Union ESD), 2024

Region 10 County

Marcy Masumoto (Fresno COE), 2024

REGION 11 – 8 Delegates (8 elected)

Director: Sabrena Rodriguez (Ventura USD)

Subregion 11-A (Santa Barbara)

William Caldeira (Lompoc USD), 2024
Wendy Sims-Moten (Santa Barbara USD), 2025
Melanie Waffle (Orcutt Union SD), 2025
Peter Wright (College ESD), 2024

Subregion 11-B (Ventura)

Darlene Bruno (Hueneme ESD), 2024
Rebecca “Beckie” Cramer (Pleasant Valley SD), 2025
Lauren Gill (Conejo Valley USD), 2024
Daniel Sandoval (Santa Paula USD), 2024

Region 11 County

Arleigh Kidd (Ventura COE), 2025

REGION 12 – 13 Delegates (11 elected/2 appointed*)

Director: Bill Farris (Sierra Sands USD)

Subregion 12-A (Tulare)

Jacqueline Gaebe (Visalia USD), 2024
Peter Lara Jr. (Porterville USD), 2024
Felipe Martinez (Porterville USD), 2025
Cathy Mederos (Tulare Joint Union HSD), 2025

Subregion 12-B (Kern)

Jim Beltran (McFarland USD), 2025
Leigh Ann Cook (Rosedale Union ESD), 2024
Pamela Jacobsen (Standard SD), 2024
David Manriquez (Kern HSD)*, 2025
Kurt Rockwell (Sierra Sands USD), 2025
Steven Rodrigue (Kern HSD)*, 2024
Pablo Trevino (Lamont ESD), 2025
Shannon Zimmerman (Bakersfield City ESD), 2025

Region 12 County

Mary Little (Kern COE), 2024

REGION 15 – 22 Delegates (15 elected/7 appointed*)

Director: Susan Henry (Huntington Beach Union HSD)

County: Orange

Alfonso Alvarez (Santa Ana USD)*, 2024
Michelle Barto (Newport-Mesa USD), 2025
Paul Bokota (Irvine USD)*, 2024
Katelyn Brazer Aceves (Santa Ana USD)*, 2025
Lauren Brooks (Irvine USD), 2024
Judy Bullockus (Capistrano USD)*, 2025
Bonnie Castrey (Huntington Beach Union HSD), 2025
Lynn Davis (Tustin USD), 2024
Jackie Filbeck (Anaheim ESD), 2025
Carrie Flanders (Brea Olinda USD), 2025
Candice (Candi) Kern (Cypress ESD), 2024
Lauren Klatzker (Fullerton Joint Union HSD), 2025
Deana Miller (Brea Olinda USD), 2024
Arturo Montez (Centralia ESD), 2025
Kelly Osborne (Laguna Beach USD), 2025
Michael Parham (Capistrano USD)*, 2024
Theresa (Teri) Rocco (Garden Grove USD)*, 2025
Lan Q. Nguyen (Garden Grove USD)*, 2024
Annemarie Randle-Trejo (Anaheim Union HSD), 2024
Barbara Schulman (Saddleback Valley USD), 2024
Rhodia Shead (Buena Park ESD), 2025
Michael Simons (Huntington Beach Union HSD), 2024
Suzie Swartz (Saddleback Valley USD), 2025

Region 15 County

Vacant (Orange COE), 2025

***Delegates-at-Large**

Marilyn Buchi (Fullerton Joint Union HSD)

REGION 16 – 17 Delegates (13 elected/3 appointed*)

Director: Karen Gray (Silver Valley USD)

Subregion 16-A (Inyo)

Susan Patton (Lone Pine USD), 2025

Subregion 16-B (San Bernardino)

Heather Allgood (Helendale SD), 2024
Joe Armendarez (Fontana USD)*, 2024
Mayra Ceballos (San Bernardino City USD)*, 2025
Mikki Cichocki (San Bernardino City USD)*, 2024
Tom Courtney (Lucerne Valley USD), 2024
Barbara Dew (Victor Valley Union HSD), 2024
Gwen Dowdy Rodgers (San Bernardino COE), 2025
Cindy Gardner (Rim of the World USD), 2024
Maria Gomez (Hesperia USD), 2025
Ronald Newton (Mountain View ESD), 2025
James O'Neill, (Redlands USD), 2024
Adam Perez (Fontana USD)*, 2025
Gabriel Stine (Victor ESD), 2025
Eric Swanson (Hesperia USD), 2025
Kathy Thompson (Central ESD), 2025
Scott Wyatt (San Bernardino City USD), 2024

Region 16 County

Laura Mancha (San Bernardino COE), 2024

REGION 17 – 21 Delegates (16 elected/5 appointed*)

Director: Debra Schade (Solana Beach ESD)

County: San Diego

Whitney Antrim (Coronado USD), 2025
Maria Betancourt-Castaneda (National SD), 2024
Kate Bishop (Chula Vista ESD), 2025
Stacy Carlson (San Marcos USD), 2024
Eleanor Evans (Oceanside USD), 2024
Shana Hazan (San Diego USD)*, 2025
Eddie Jones (Fallbrook Union HSD), 2024
Julie Kelly (Vista USD), 2024
Melissa Krogh (Warner USD), 2025
Rudy Lopez (San Ysidro ESD), 2024
Elva Lopez-Zepeda (Sweetwater Union HSD), 2025
Darshana Patel (Poway USD)*, 2025
Dawn Perfect (Ramona USD), 2024
Cody Petterson (San Diego USD)*, 2025
Barbara Ryan (Santee SD), 2025
Nicholas Segura (Sweetwater Union HSD)*, 2024
Arturo Solis (Sweetwater Union HSD)*, 2025
Marla Strich (Encinitas Union ESD), 2024
Cipriano Vargas (Vista USD), 2025
Gee Wah Mok (Del Mar Union SD), 2024
Sharon Whitehurst-Payne (San Diego USD)*, 2024
Katrina Young (San Dieguito Union HSD), 2025

Region 17 County

Guadalupe Gonzalez (San Diego COE), 2025

REGION 18 – 19 Delegates (15 elected/4 appointed*)

Director: Bruce Dennis (Riverside COE)

Subregion 18-A (Riverside)

Angelo Farooq (Riverside USD)*, 2024
Adonis Galarza-Toledo (Coachella Valley USD), 2025
Robert Garcia (Jurupa USD), 2025
Madonna Gerrell (Palm Springs USD), 2025
Cleveland Johnson (Moreno Valley USD), 2025
Dale Kinnear (Riverside USD)*, 2025
Linda Lunn (Murrieta Valley USD), 2024
Heidi Matthies-Dodd (Lake Elsinore USD), 2024
Cynthia Navarro (Romoland SD), 2024
David Nelissen (Perris Union HSD), 2024
Stacy Nicola (Corona-Norco USD)*, 2024
Linda Porras (Desert Sands USD), 2024
Jasmin Rubio (San Jacinto USD), 2024
David Sanchez (Beaumont USD), 2025
Steven Schwartz (Temecula Valley USD), 2025
Susan Smith (Moreno Valley USD)*, 2025
Mary Helen Ybarra (Corona-Norco USD)*, 2025

Subregion 18-B (Imperial)

Diahna Garcia-Ruiz (Central Union HSD), 2024
Tony Sandoval (Heber ESD), 2025
Frances Terrazas (El Centro ESD), 2025

Region 18 County

Lucy Hendry (Imperial COE), 2024

***Delegate-at-Large**

Jesus Holguin (Moreno Valley USD)

REGION 20 – 9 Delegates (9 elected)

Director: Devon Conley (Mountain View Whisman SD)

County: Santa Clara

Teresa Castellanos (San Jose USD)*, 2025
Lorena Chavez (East Side Union HSD), 2024
Danielle MS Cohen (Campbell Union SD), 2025
Van Le (Eastside Union HSD), 2025
Jodi Muirhead (Santa Clara USD), 2024
Christopher T. Norwood (Milpitas USD), 2025
Jorge Pacheco Jr. (Oak Grove ESD), 2025
Mary Patterson (Morgan Hill USD), 2024
George Sanchez (Franklin-McKinley ESD), 2025
Jessica Speiser (Los Altos ESD), 2024
Bridget Watson (Sunnyvale SD), 2025

Region 20 County

Maimona Afzal Berta (Santa Clara COE), 2024

REGION 21 – 7 Delegates (7 appointed*)

Director: Tanya Ortiz Franklin (Los Angeles USD)

County: Los Angeles

Jackie Goldberg (Los Angeles USD)*, 2024
Kelly Gonez (Los Angeles USD)*, 2026
George McKenna (Los Angeles USD)*, 2024
Nick Melvoin (Los Angeles USD)*, 2026
Rocio Rivas (Los Angeles USD)*, 2026
Scott Schmerelson (Los Angeles USD)*, 2024

Region 21 County

Monte Perez (Los Angeles COE)*, 2025

REGION 22 – 5 Delegates (5 elected)

Director: Nancy Smith (Palmdale SD)

Los Angeles County: North Los Angeles

Julie Bookman (Eastside Union SD), 2024
Steven DeMarzio (Westside Union ESD), 2024
Keith Giles (Lancaster ESD), 2024
Cherise Moore (William S. Hart Union HSD), 2025
Christopher Trunkey (Saugus Union SD), 2025
Sharon Vega (Palmdale ESD), 2025

REGION 23 – 10 Delegates (10 elected)

Director: Helen Hall (Walnut Valley USD)

Los Angeles County: San Gabriel Valley & East Los Angeles**Subregion 23-A**

Kathleen Cross (Glendale USD), 2025
Kimberly Kenne (Pasadena USD), 2024
Shant Sahakian (Glendale USD), 2024
Gary Scott (San Gabriel USD), 2025

Subregion 23-B

Florencio Briones (El Monte Union HSD), 2025
Adam Carranza (Mountain View ESD), 2025
Lisette Mendez (El Monte City Schools), 2024

Subregion 23-C

Jeanette Flores (Charter Oak USD), 2024
Christina Lucero (Baldwin Park USD), 2025
Eileen Miranda Jimenez (West Covina USD), 2025
Roberta Perlman (Pomona USD), 2024

REGION 24 – 13 Delegates (11 elected/2 Appointed*)

Director: Jan Baird (South Whittier ESD)

Los Angeles County: Southwest Crescent

Robert Cancio (Norwalk-La Mirada USD), 2024
Christine Chacon Kennedy (East Whittier City ESD), 2025
Diana Craighead (Long Beach USD)*, 2024
Yesenia Cuarenta (Paramount USD), 2025
Jeremy Gerson (Torrance USD), 2024
Jaime Lopez (Whittier Union HSD), 2024
Hector LaFarga Jr. (El Ranch USD), 2025
Sylvia Macias (South Whittier ESD), 2025
Esther Mejia (El Rancho USD), 2024
Karen Morrison (Norwalk-La Mirada USD), 2024
Ernie Nishii (ABC USD), 2025
Douglas Otto (Long Beach USD)*, 2025
Ann Phillips (Lawndale ESD), 2024
Francisco Santana (South Whittier ESD), 2025

Delegate Assembly Important Dates



2024 Delegate Assembly Election

Sunday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Thursday, February 1:	Ballots sent to member boards
Friday, March 15:	Deadline for ballots to be sent back to CSBA
By Sunday, March 31:	Ballots will be counted
Monday, April 1:	First day of new 2-year term for Delegates elected in 2024

2024 Delegate Assembly Meeting Dates

Saturday – Sunday, May 18 - 19
(Scheduled to occur in Sacramento)

Tuesday – Wednesday, December 3 - 4
(Scheduled to occur in Anaheim)



Frequently Asked Questions regarding Delegate Assembly Nominations and Elections for 2024

Who is eligible to serve on Delegate Assembly? To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.
- A trustee who is not an employee of CSBA

What is the term of office to serve on Delegate Assembly? The term of office for each Delegate is two years beginning April 1, 2024 through March 31, 2026.

How is a board member nominated to serve on the Delegate Assembly? A board member must be formally nominated by a board in the region or subregion and may be nominated by their own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting their name.

What does a nomination consist of? A nomination consists of a completed nomination form and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (Please Note: a résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch form will be copied exactly as submitted and included with the ballots.

When are the nomination and biographical sketch forms due? The nomination and candidate biographical sketch forms must be delivered to CSBA either electronically online, by fax (916) 371-3407, email nominations@csba.org, or mail, postmarked by the U.S.P.S., on or before **Sunday, January 7, 2024. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office prior to the January 7 due date.***

How are nominees elected to serve on Delegate Assembly? Ballots are mailed by Thursday, February 1 to each district or county board within the region or subregion. Ballots must be returned to CSBA via U.S.P.S. postmarked by Friday, March 15 to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as

many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than April 1. If there is a tie vote, a run-off election will be held.

What are the required Delegate Assembly meeting dates? There are two required Delegate Assembly meetings each year. In 2024, the first meeting will be May 18-19 in Sacramento and the second one will be December 3-4 in Anaheim preceding CSBA's Annual Education Conference and Trade show.

Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings? No, CSBA is not able to cover expenses.

For additional information, please contact the Executive Office at nominations@csba.org.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Annual Appointment/Re-Appointment of Citizens' Bond Oversight Committee (Mitchell)

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 Citizens' Bond Oversight Committee (CBOC) 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. We have a vacancy in the Business Organization and are actively searching for members.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees review the current Citizens' Bond Oversight Committee membership and make a determination regarding re-appointing the existing members of the Committee.

ADDITIONAL MATERIALS:

Attached: [CBOC Membership List \(1 page\)](#)
[CBOC Bylaws \(5 pages\)](#)

**OXNARD SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS**

December 13, 2023

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
<i>vacant</i>	Business Organization		
Sepulveda, Carlos	Parent/Guardian	Parent, Soria School	September 2025
Christopher, Gaylaird <i>(Committee Vice Chair)</i>	Senior Citizens' Organization	AARP	November 2024
Latimer, Lisa	Community At-Large	Former Parent, Soria School, Former PTA & School Site Council Member	December 2024
Maria, Alyssa <i>(Committee Chair)</i>	Community At- Large	Former Parent, Soria School	June 2025
McLaughlin, Charles	Taxpayers' Association	Ventura County Taxpayers' Association	May 2025
Ray, Will Jr.	Parent/Guardian, PTA	Parent, PTA Board Member, McAuliffe School	December 2024



December 13, 2023

Citizens' Bond Oversight Committee (1)

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.

(1) Pursuant to Resolution 22-15 adopted on February 1, 2023 by the District Governing Board, the Committee and these Bylaws also apply to the oversight of Measure I Bond proceeds. References to "bond proceeds" herein include bond proceeds generated under both the Measure D and Measure I ballot measures.

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 XIIA 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 in 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: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Oxnard School District 2023-2024 First Interim Financial Report (Period Ending October 31, 2023) (Mitchell/Núñez)

Oxnard School District's 2023-24 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on October 31, 2023 year-to-date revenue and expenditures as required by law. A 10.0% reserve reflects the Board's direction in regard to the district's reserve, and exceeds the minimum required reserve for economic uncertainty of 3.0%. Projections indicate maintenance of a 10.0% reserve as well as a positive cash balance, for projection years 2024-25 and 2025-26.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Fiscal Services that the Board approve the Oxnard School District 2023-2024 First Interim Report (Period Ending October 31, 2023).

ADDITIONAL MATERIALS:

Attached: [2023-24 First Interim Report Presentation \(9 pages\)](#)
[2023-24 First Interim Financial Report \(141 pages\)](#)



First Interim 2023-24 Fiscal Year

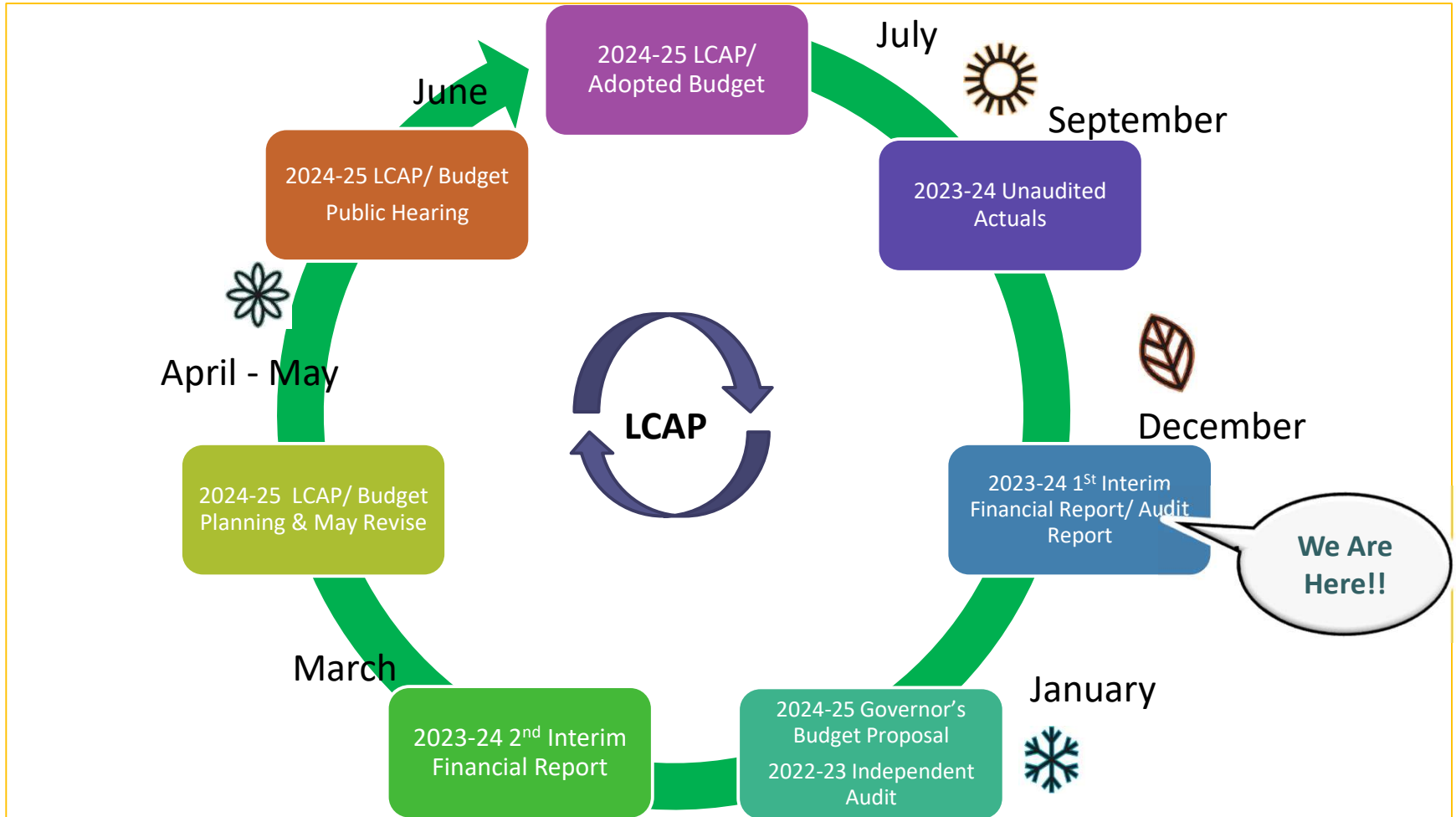
Presenters:

*Valerie Mitchell, MPPA
Assistant Superintendent, Business and Fiscal Services*

*Patty Núñez
Director of Fiscal Services*

December 13, 2023

The Budget Cycle



2023-24 First interim

12/13/2023



Financial Reporting Timelines

State Financial Reports

- ❑ Adopted Budget – June 30
- ❑ First Interim – December 15
- ❑ Second Interim – March 15
- ❑ Unaudited Actuals – September 15
- ❑ Independent Audit – January 15

Submitting a Positive Certification for First Interim 2023-24

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance





Summary of Changes

Revenues				
8010-8099	\$ 208,511,385.00	\$ 208,816,808.00	\$ 305,423.00	Adjustment to LCFF Calculation
8100-8299	\$ 18,607,238.00	\$ 21,601,092.00	\$ 2,993,854.00	Recognition of prior year carryover of Federal Revenues
8300-8599	\$ 37,741,224.00	\$ 44,806,284.00	\$ 7,065,060.00	Recognition of prior year carryover of state revenues (4.5M), plus recognition of new Prop 20, Arts & Music in School funding
8600-8799	\$ 15,206,483.00	\$ 16,830,393.00	\$ 1,623,910.00	Increases in local revenues 300K, safety credits funds 200K, and Medi-Cal Revenue 1.1M
Expenditures				
1000-1999	\$ 108,193,994.00	\$ 111,760,590.00	\$ 3,566,596.00	First interim includes increased budget for extra hours for Teacher Professional Development and ISPs paid with Federal and State funds.
2000-2999	\$ 43,741,462.00	\$ 46,892,095.00	\$ 3,150,633.00	At adopted budget, CSEA salary increase for 2022-23 was not budgeted as it was expected that a settlement would be reached before 2022-23 year end. First interim includes CSEA salary retro payment. Also, Special Ed Para Salaries were reduced due to vacancies
3000-3999	\$ 61,059,729.00	\$ 64,173,204.00	\$ 3,113,475.00	Adjustment for increases to certificated and classified employee expenses
4000-4999	\$ 17,570,871.00	\$ 18,014,178.00	\$ 443,307.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenues
5000-5999	\$ 52,369,337.00	\$ 64,701,719.00	\$ 12,332,382.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenues
6000-6999	\$ 3,820,335.00	\$ 4,537,323.00	\$ 716,988.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenues
7100-7499	\$ 2,387,300.00	\$ 2,387,300.00	\$ -	
7300-7399	\$ (329,318.00)	\$ (328,792.00)	\$ 526.00	Increase in indirect costs due to increase in budgeted expenditures.
8980-8999	\$ (51,800,544.00)	\$ (49,590,993.00)	\$ 2,209,551.00	Decrease in contribution to Special Education due to Special Education Para Vacancies.



5

Multi-Year Assumptions

Planning Factor	2023-24	2024-25	2025-26
Estimated Funded ADA (Average Daily Attendance)	14,068.68	13,222.30	12,695.10
Funded UPP (Unduplicated Pupil Percentage)	90.98%	91.23%	91.23%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	8.22%	3.94%	3.29%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	26.68%	27.70%	28.30%
Lottery - Unrestricted per ADA	\$177	\$177	\$177
Lottery - Prop 20 per ADA	\$72	\$72	\$72
Mandated Block Grant per ADA	\$37.81	\$39.30	\$40.59
CPI	3.55%	3.03%	2.64%
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			



Multiyear Projections - Summary

Multi-Year Projections, 2023-24 First Interim			
	2023-24	2024-25	2025-26
	First Interim	Projections	Projections
Revenues	\$292,054,577	\$272,885,403	\$272,430,436
Expenditures	\$312,137,617	\$282,270,742	\$281,326,046
Excess (Deficiency) of Revenue over Expenditures	(\$20,083,040)	(\$9,385,339)	(\$8,895,610)
Beginning Fund Balance	\$141,215,513	\$121,132,473	\$111,747,134
Total Ending Fund Balance	\$121,132,473	\$111,747,134	\$102,851,524
Components of Ending Fund Balance			
Reserve for Economic Uncertainty - %	10.0%	10.0%	10.0%
Reserve for Economic Uncertainty	\$31,213,762	\$28,227,074	\$28,132,605
Non-Spendable (Stores & Revolving Cash)	\$239,779	\$120,000	\$120,000
Legally Restricted	\$61,339,002	\$55,274,436	\$49,940,026
Assignments	28,339,930	28,125,625	24,658,895
Undesignated/Unappropriated Fund Balance	\$0	\$0	\$0



7

Multi-year Projections - Detail

General Fund (Unrestricted & Restricted)		2023-24 First Interim	2024-25 Projected	2025-26 Projected
Revenues				
	Total LCFF Funding	\$208,816,808	\$204,255,788	\$202,669,055
	Federal Revenues	\$21,601,092	\$11,077,364	\$11,095,181
	Other State Revenues	\$44,806,284	\$41,476,235	\$42,590,184
	Other Local Revenues	\$16,830,393	\$16,076,016	\$16,076,016
Total Revenues		\$292,054,577	\$272,885,403	\$272,430,436
Expenditures				
	Certificated Salaries	\$111,762,091	\$111,153,498	\$111,098,493
	Classified Salaries	\$46,894,095	\$44,185,876	\$44,760,293
	Employee Benefits	\$64,174,265	\$60,678,944	\$60,525,870
	Books & Supplies	\$18,011,181	\$12,821,694	\$12,491,913
	Services & Other Operating Expenses	\$64,700,154	\$51,302,222	\$50,320,969
	Capital Outlay	\$4,537,323	\$70,000	\$70,000
	Other Outgo	\$2,387,300	\$2,387,300	\$2,387,300
	Transfer of Indirect Costs	-\$328,792	-\$328,792	-\$328,792
Total Expenditures		\$312,137,617	\$282,270,742	\$281,326,046
Detail of Assigned Balances				
	Student Transportation/Bus Replacement	\$1,000,000	\$1,000,000	\$1,000,000
	Technology Device Refresh	\$3,000,000	\$3,000,000	\$3,000,000
	Instructional Materials Adoptions	\$2,000,000	\$2,000,000	\$2,000,000
	Building Maintenance One-Time Funds	\$1,564,000	\$1,564,000	\$1,564,000
	Financial Stability Reserve	\$20,775,930	\$20,561,625	\$17,094,896
Total Assigned Balances		\$28,339,930	\$28,125,625	\$24,658,896





First Interim 2023-24 Summary

- Reflects revisions to the current fiscal year
- Revised Multi-Year Projections
- Resulting in Positive Certification
- Staff recommends approval of the 2023-24 First Interim Financial Report





Questions?



2023-24 First Interim



Board Meeting of
December 13, 2023

Prepared by:
Valerie Mitchell, Assistant Superintendent,
Business and Fiscal Services
and
Patty Núñez, Director of Fiscal Services

Mission:

IGNITE • TRANSFORM • NURTURE • EMBRACE

- **IGNITE** students' passions for learning and empower them to achieve brilliance.
- **TRANSFORM** our classroom and school expectations, relationships, and practices to more fully align with our values.
- **NURTURE** caring communities that develop students' full identities, linguistic/cultural/academic excellence, social-emotional health, and life potential.
- **EMBRACE** high-leverage services and approaches that translate our values into action.

Vision:

Changing the World!

Inspired, Accomplished, Multilingual Global Citizens - In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

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December 13, 2023

Members of the Board of Trustees:

The Oxnard School District (District) is pleased to present the First Interim Budget report for 2023-24.

General Fund Financial Summary <i>(in millions)</i>	<u>First Interim</u> <u>2023-24</u>	<u>Projected</u> <u>2024-25</u>	<u>Projected</u> <u>2025-26</u>
Revenues	\$ 292.05	\$ 272.86	\$ 272.43
Expenditures	\$ 312.14	\$ 282.27	\$ 281.27
Net Increase/(Decrease) in Fund Balance	\$ (20.08)	\$ (9.39)	\$ (8.89)
Beginning Fund Balance	\$ 141.22	\$ 121.13	\$ 111.78
Ending Fund Balance	\$ 121.13	\$ 111.78	\$ 102.85

Components of Ending Fund Balance:

Non-Spendable (Stores & Revolving Cash)	\$.24	\$.12	\$.12
Restricted Programs	\$ 61.34	\$ 55.28	\$ 49.94
Assignments	\$ 28.34	\$ 28.12	\$ 24.66
Reserve for Economic Uncertainties	\$ 31.21	\$ 28.23	\$ 28.13
Reserve for Economic Uncertainties %	10%	10%	10%

State Financial Reporting Requirements:

The state requires school districts to submit interim financial reports twice a year. The First Interim is due by December 15 and the Second Interim by March 15. With these reports, school districts must certify their financial status for the current and two subsequent fiscal years. The certification status is classified as follows:

- Positive – will meet its reserve requirement and have a positive cash balance
- Qualified – may not meet its reserve requirement and/or may not have a positive cash balance
- Negative – will not meet its reserve requirement and will not have a positive cash balance.

First Interim Guidance from Ventura County Office of Education (VCOE) and School Services of California (SSC)

Both the VCOE and SSC provide guidance that outlines the assumptions school districts should follow while preparing their First Interim reports, which include planning factors for future years based on the 2023-24 State Enacted Budget

- Future year funded cost-of-living adjustments (COLA) are 3.94% for 2024-25, and 3.29% for 2025-26.
- The CalSTRS employer contribution rate remains the same in 2024-25 and 2025-25 at 19.10%.
- The CalPERS employer contribution rates are 27.70% in 2024-25 and 28.30% in 2025-26.

Current Year Changes from First Interim Report

Attached is the General Fund Summary Comparison table, which contains an explanation of changes from the First Interim Budget Report. Below is a summary of the major changes:

1. **LCFF Revenue.** LCFF revenue is increased by 305K due to adjustments to LCFF calculation.
2. **Federal Revenue.** Federal unearned revenue is increased by \$2.99 million due to recognition of prior year carryover amounts.
3. **State Revenue.** The District recognizes an additional \$4.3 million in revenue due to prior year carryover amounts, as well as an additional \$2.6 for the allocation of the new Arts & Music in School Funding.
4. **Salaries and Benefits.** Salary and benefit expenditures are increased by a total of \$9.8 million due to recognition of prior year carryover revenues and CSEA Retro Salary payment.
5. **Supplies, Services, and Contracts.** Supply costs rose by \$0.4 million due to recognizing prior year carry-over revenues. Additionally, Outside Services increased by \$12 million to accommodate rising expenses in Special Education, contracted services, and ELOP program services, attributed to prior year carry-over balances.
6. **Assigned Fund Balance.** Fund balance assignments of \$38.8 million are included as follows:
 - o Bus Replacement \$ 1.00 million
 - o Textbook set-aside \$ 2.00 million
 - o Technology Device Refresh \$ 3.00 million
 - o 1x Building Maintenance \$ 1.56 million
 - o Financial Stability Reserve \$ 20.76 million

Multi-Year Projections and Future Year Changes

Attached is the Table of Assumptions, which provides the multi-year, planning factors.

1. **Local Control Funding Formula (LCFF) for 2024-25 and 2025-26**
The multi-year projections include LCFF funding based on previously mentioned assumptions and planning factors. LCFF revenue in 2024-25 is reduced by \$4.6 million from current year, due to declining enrollment and attendance rates and. In 2025-26, LCFF revenue decreases by \$1.6 million (See attached LCFF Calculator and Enrollment Chart).
2. **Staffing for 2024-25 and 2025-26**
The multi-year projections include staffing reductions commensurate with declining enrollment.
3. **CalSTRS and CalPERS for 2024-25 and 2025-26**
The multi-year projections include funding employer costs for CalSTRS and CalPERS at the levels included in the attached Table of Assumptions.
4. **Indirect Rate for 2024-25 and 2025-26**
The current rate is 6.35% The multi-year projection assumes 6.35% for 2024-25 and 2025-26.
5. **Contributions for 2024-25 and 2025-26**

Contributions for Special Education and Routine Restricted Maintenance are projected to decline in 2024-25 by \$1M due to CSEA Salary retro for 2022-23 fiscal year to be included in current year.

Other Funds

The Other Funds of the district are substantially unchanged from that presented in the First Interim Financial Report.

Child Development Fund (Form 12) - Previously used for State Preschool Programs.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Deferred Maintenance Fund (Form 14) – Used for the Deferred Maintenance program.

Building Fund (Form 21) - The 2016 G.O. Bond (Measure D) and 2022 G.O Bond (Measure I) Expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Capital Facilities Funds/Consolidated (Form 25) - Revenues in this fund are dependent on residential and commercial development in the Community.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012, 2016 and 2022 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Benefits Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the California Schools Employee Benefits Organization (CSEBO) and Self-Insured Schools of California (SISC) are made from this fund.

Conclusion

A summary of all budgets is reflected in the attached state report. Staff recommends the Board approve the 2023-24 First Interim Financial Report with a positive certification for submission to the Ventura County Office of Education.

Attached:

- Table of Assumptions
- General Fund Summary of Changes
- LCFF Calculator
- Historical Enrollment
- 2023-24 First Interim State SACS Report

Rationale for Positive Certification Status

Staff recommends a positive certification status. After consideration of the assumptions and planning factors, the Multi-Year Report indicates that the district will maintain its required reserve and will maintain a positive cash balance.

Oxnard School District
2023-24 First Interim Financial Report

Table of Assumptions for Multiyear Projections

Planning Factor	2023-24	2024-25	2025-26
Estimated Funded ADA (Average Daily Attendance)	14,068.68	13,222.30	12,695.10
Funded UPP (Unduplicated Pupil Percentage)	90.98%	91.23%	91.23%
Step & Column	1.30%	1.30%	1.30%
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Lottery - Prop 20 per ADA	\$72	\$72	\$72
Mandated Block Grant per ADA	\$37.81	\$39.30	\$40.59
CPI	3.55%	3.03%	2.64%
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			

2023-24 General Fund Balance Summary Comparison
Explanation of Changes from Original Budget at First Interim

Object	Original Budget	First Interim	Difference	Explanation
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Revenues

8010-8099	\$ 208,511,385.00	\$ 208,816,808.00	\$ 305,423.00	Adjustment to LCFF Calculation
8100-8299	\$ 18,607,238.00	\$ 21,601,092.00	\$ 2,993,854.00	Recognition of prior year carryover of Federal Revenues
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8600-8799	\$ 15,206,483.00	\$ 16,830,393.00	\$ 1,623,910.00	Increases in local revenues 300K, safety credits funds 200K, and Medi-Cal Revenue 1.1M

Expenditures

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2000-2999	\$ 43,741,462.00	\$ 46,892,095.00	\$ 3,150,633.00	At adopted budget, CSEA salary increase for 2022-23 was not budgeted as it was expected that a settlement would be reached before 2022-23 year end. First interim includes CSEA salary retro payment. Also, Special Ed Para Salaries were reduced due to vacancies
3000-3999	\$ 61,059,729.00	\$ 64,173,204.00	\$ 3,113,475.00	Adjustment for increases to certificated and classified employee expenses
4000-4999	\$ 17,570,871.00	\$ 18,014,178.00	\$ 443,307.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenue
5000-5999	\$ 52,369,337.00	\$ 64,701,719.00	\$ 12,332,382.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenue
6000-6999	\$ 3,820,335.00	\$ 4,537,323.00	\$ 716,988.00	Increase of budgeted expenditures that correlates to increased Federal and State Revenue
7100-7499	\$ 2,387,300.00	\$ 2,387,300.00	\$ -	
7300-7399	\$ (329,318.00)	\$ (328,792.00)	\$ 526.00	Increase in indirect costs due to increase in budgeted expenditures.
8980-8999	\$ (51,800,544.00)	\$ (49,590,993.00)	\$ 2,209,551.00	Decrease in contribution to Special Education due to Special Education Para Vacancies.

LCFF CALCULATOR

72538	5 digit District code or 7 digit School code (from the CDS code)
NO	Is this calculation for a new charter school? (select from drop down list)
District	Projection Type
10/19/2023	Projection Date

LEA:	Oxnard
Projection Title:	2023-24 First Interim
Created by:	Patty Núñez
Email:	pnunez@oxnardsd.org
Phone:	805-385-1501 x2455

	PY3	PY2	PY1	CY	CY1	CY2	CY3	CY4
Oxnard (72538)	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28

(1) UNIVERSAL ASSUMPTIONS

Supplemental Grant %	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Concentration Grant (>55% population)	50.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
Statutory COLA & Augmentation/Suspension <i>(prefilled as calculated by the Department of Finance, DOF)</i>	0.00%	5.07%	13.26%	8.22%	3.94%	3.29%	3.19%	3.16%
Statutory COLA	2.31%	1.70%	6.56%	8.22%	3.94%	3.29%	3.19%	3.16%
Augmentation/(COLA Suspension)	-2.31%	3.37%	6.70%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Grant Proration Factor (deficit)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Transitional Kindergarten Add-on (2022-23 forward)	\$ -	\$ -	\$ 2,813.00	\$ 3,044.23	\$ 3,164.17	\$ 3,268.27	\$ 3,372.53	\$ 3,479.10
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)	70.06785065%	73.31789035%	12.74780911%	44.55990366%	25.00000000%	25.00000000%	25.00000000%	25.00000000%
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	82.74488538%	75.37156903%	12.74780911%	44.55990366%	25.00000000%	25.00000000%	25.00000000%	25.00000000%
Local EPA Accrual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

(3) SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

(a) GENERAL QUESTIONS

Is your district required to transfer in-lieu taxes to a charter school?	YES	
Does your district have a necessary small school?	NO	

(b) K-3 GRADE SPAN ADJUSTMENT FUNDING DETERMINATION

Did your district meet the requirements of funding?	YES	YES	YES	YES	YES	YES	YES	YES
---	-----	-----	-----	-----	-----	-----	-----	-----

(c) PROPERTY TAXES

C-1	A-6	Estimated Property Taxes (excluding RDA)	\$ 26,994,461	\$ 28,120,051	\$ 29,255,469	\$ 25,190,753	\$ 25,190,753	\$ 25,190,753	\$ 25,190,753	\$ 25,190,753
B-5		Redevelopment Agency Local Revenue	\$ 1,971,690	\$ 1,808,708	\$ 2,214,948	\$ 2,145,712	\$ 2,145,712	\$ 2,145,712	\$ 2,145,712	\$ 2,145,712
		Less In-Lieu Property Tax Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Total Local Revenue	\$ 28,966,151	\$ 29,928,759	\$ 31,470,417	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465

(d) OTHER LCFF ADJUSTMENTS

If applicable, enter adjustments for special legislation, instructional time penalties, and class size penalties populated from the Class Size Penalties exhibit. Adjustments can be positive or negative.

H-2	Miscellaneous Adjustments	\$ -	\$ -	\$ -
J-5	Minimum State Aid Adjustments	\$ -	\$ -	\$ -

(e) UNDUPLICATED PUPIL PERCENTAGE

A-1.2 / A-3.2	District Enrollment (second prior year)	16,133	15,727							
A-1.1 / A-3.1	District Enrollment (first prior year)	15,727	15,131							
A-1 / A-3	District Enrollment	15,131	14,380	13,883	13,391	12,891	12,392	11,892	11,392	
A-2.2 / A-4.2	COE Enrollment (second prior year)	60	54							
A-2.1 / A-4.1	COE Enrollment (first prior year)	54	52							
A-2 / A-4	COE Enrollment	52	42	38	30	30	30	30	30	
	Total Enrollment	15,183	14,422	13,921	13,421	12,921	12,422	11,922	11,422	
B-1.2 / B-3.2	District Unduplicated Pupil Count (second prior year)	13,329	14,078							
B-1.1 / B-3.1	District Unduplicated Pupil Count (first prior year)	14,078	13,909							
B-1 / B-3	District Unduplicated Pupil Count	13,909	13,032	12,686	12,186	11,763	11,308	10,851	10,395	
B-2.2 / B-4.2	COE Unduplicated Pupil Count (second prior year)	27	26							
B-2.1 / B-4.1	COE Unduplicated Pupil Count (first prior year)	26	31							
B-2 / B-4	COE Unduplicated Pupil Count	31	22	23	25	25	25	25	25	
	Total Unduplicated Pupil Count	13,940	13,054	12,709	12,211	11,788	11,333	10,876	10,420	
		<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	<i>3-yr rolling percentage</i>	
	Single Year Unduplicated Pupil Percentage	91.81%	90.51%	91.29%	90.98%	91.23%	91.23%	91.23%	91.23%	
C-1	Unduplicated Pupil Percentage (%)	87.79%	90.55%	91.22%	90.93%	91.17%	91.15%	91.23%	91.23%	

Oxnard (72538)		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
(f) AVERAGE DAILY ATTENDANCE (ADA)									
ADA used for the Transitional Kindergarten Add-on ONLY:									
G-10	TK (Commencing in 2022-23)	-	-	490.80	419.58	380.00	382.00	332.00	282.00
ADA used for Base, Supplemental and Concentration Grant Calculations:									
Enter ADA by grade span. The calculator will determine the most advantageous funding option for each year's funding calculation.									
Current Year ADA: (P-2, Annual for Special Day Class Extended Year)									
B-1, D-6	Grades TK-3	6,512.97	5,738.43	5,676.50	5,403.51	5,159.36	4,862.34	4,511.52	4,158.46
B-2, D-7	Grades 4-6	5,166.20	4,835.86	4,390.55	4,249.12	4,225.29	4,169.79	4,093.81	4,019.44
B-3, D-8	Grades 7-8	3,504.47	3,317.48	3,063.57	2,991.87	2,925.53	2,863.12	2,809.51	2,756.92
B-4, D-9	Grades 9-12	-	-	-	-	-	-	-	-
TOTAL CURRENT YEAR ADA		15,183.64	13,891.77	13,130.62	12,644.50	12,310.18	11,895.25	11,414.84	10,934.82
Nonpublic School, NPS-Licensed Children Institutions, Community Day School: (Annual)									
E-1, D-17	Grades TK-3	-	-	-	-	-	-	-	-
E-2, D-18	Grades 4-6	-	-	-	-	-	-	-	-
E-3, D-19	Grades 7-8	10.43	0.95	-	1.00	1.00	1.00	1.00	1.00
E-4, D-20	Grades 9-12	-	-	-	-	-	-	-	-
TOTAL NPS-CDS (Annual)		10.43	0.95	-	1.00	1.00	1.00	1.00	1.00
District Basic Aid ADA funded outside of the LCFF (Court Ordered, Voluntary Tfr. & Open Enrollment) <i>(For calculating EPA only; this ADA is not included in the LCFF funding calculation).</i>									
DISTRICT TOTAL		15,194.07	13,892.72	13,130.62	12,645.50	12,311.18	11,896.25	11,415.84	10,935.82
County Operated Programs, e.g. Community School, Special Ed: (P-2 / Annual)									
E-6, E-11	Grades TK-3	8.86	5.89	6.63	5.24	5.24	5.24	5.24	5.24
E-7, E-12	Grades 4-6	20.55	12.46	7.43	5.87	5.87	5.87	5.87	5.87
E-8, E-13	Grades 7-8	24.48	19.20	17.09	13.50	13.50	13.50	13.50	13.50
E-9, E-14	Grades 9-12	-	-	-	-	-	-	-	-
COUNTY TOTAL		53.89	37.55	31.15	24.61	24.61	24.61	24.61	24.61
RATIO: District ADA-to-Enrollment		100.42%	96.61%	94.58%	94.43%	95.50%	96.00%	96.00%	96.00%
RATIO: County ADA-to-Enrollment		103.63%	89.40%	81.97%	82.03%	82.03%	82.03%	82.03%	82.03%

Oxnard (72538) - 2023-24 First Interim		v.24.2b		10/19/2023		CY	
LOCAL CONTROL FUNDING FORMULA							2023-24
LCFF ENTITLEMENT CALCULATION							
Calculation Factors		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage			
		8.22%	0.00%	90.93%	90.93%		
		3-PY Average					
		ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3		5,981.21	\$ 9,919	\$ 1,032	\$ 1,992	\$ 2,558	\$ 92,709,354
Grades 4-6		4,803.41	10,069		1,831	2,352	68,456,820
Grades 7-8		3,309.67	10,367		1,885	2,421	48,564,455
Grades 9-12		-	12,015	312	2,242	2,879	-
Subtract Necessary Small School ADA and Funding		-	-	-	-	-	-
Total Base, Supplemental, and Concentration Grant		\$ 142,004,506	\$ 6,172,609	\$ 26,947,490	\$ 34,606,024	\$ 209,730,629	
NSS Allowance			-				-
TOTAL BASE		14,094.29	\$ 142,004,506	\$ 6,172,609	\$ 26,947,490	\$ 34,606,024	\$ 209,730,629
ADD ONS:							
Targeted Instructional Improvement Block Grant							\$ 500,077
Home-to-School Transportation (COLA added commencing 2023-24)							1,308,805
Small School District Bus Replacement Program (COLA added commencing 2023-24)							-
Transitional Kindergarten (Commencing 2022-23)		TK ADA	419.58	TK Add-on rate	\$ 3,044.23		1,277,297
ECONOMIC RECOVERY TARGET PAYMENT							
LCFF Entitlement Before Adjustments							\$ 212,816,808
Miscellaneous Adjustments							-
ADJUSTED LCFF ENTITLEMENT							\$ 212,816,808
Local Revenue (including RDA)							(27,336,465)
Gross State Aid							\$ 185,480,343
Education Protection Account Entitlement							(42,683,371)
Net State Aid							\$ 142,796,972

Oxnard (72538) - 2023-24 First Interim		v.24.2b		CY1			
LOCAL CONTROL FUNDING FORMULA					2024-25		
LCFF ENTITLEMENT CALCULATION							
Calculation Factors	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				
	3.94%	0.00%	91.17%	91.17%			
	3-PY Average						
	ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	5,611.39	\$ 10,310	\$ 1,072	\$ 2,075	\$ 2,676	\$ 90,530,569	
Grades 4-6	4,497.71	10,466		1,908	2,461	66,723,435	
Grades 7-8	3,138.81	10,775		1,965	2,533	47,938,950	
Grades 9-12	-	12,488	325	2,336	3,012	-	
Subtract Necessary Small School ADA and Funding	-	-	-			-	
Total Base, Supplemental, and Concentration Grant		\$ 138,747,142	\$ 6,015,410	\$ 26,396,003	\$ 34,034,399	\$ 205,192,954	
NSS Allowance		-				-	
TOTAL BASE		<u>13,247.91</u>	<u>\$ 138,747,142</u>	<u>\$ 6,015,410</u>	<u>\$ 26,396,003</u>	<u>\$ 34,034,399</u>	<u>\$ 205,192,954</u>
ADD ONS:							
Targeted Instructional Improvement Block Grant						\$ 500,077	
Home-to-School Transportation (COLA added commencing 2023-24)						1,360,372	
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-	
Transitional Kindergarten (Commencing 2022-23)	TK ADA	380.00	TK Add-on rate	\$ 3,164.17		1,202,385	
ECONOMIC RECOVERY TARGET PAYMENT						-	
LCFF Entitlement Before Adjustments						\$ 208,255,788	
Miscellaneous Adjustments						-	
ADJUSTED LCFF ENTITLEMENT						\$ 208,255,788	
Local Revenue (including RDA)						(27,336,465)	
Gross State Aid						\$ 180,919,323	
Education Protection Account Entitlement						(23,396,008)	
Net State Aid						\$ 157,523,315	



FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Oxnard (72538) - 2023-24 First Interim		v.24.2b		CY2		
LOCAL CONTROL FUNDING FORMULA				2025-26		
LCFF ENTITLEMENT CALCULATION						
Calculation Factors	COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage		
	3.29%		0.00%	91.15%	91.15%	
3-PY Average						
	ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	5,418.36	\$ 10,649	\$ 1,107	\$ 2,143	\$ 2,762	\$ 90,277,923
Grades 4-6	4,294.19	10,810		1,971	2,540	65,790,180
Grades 7-8	3,008.16	11,129		2,029	2,615	47,447,267
Grades 9-12	-	12,899	335	2,413	3,110	-
Subtract Necessary Small School ADA and Funding	-	-	-			-
Total Base, Supplemental, and Concentration Grant		\$ 137,598,123	\$ 5,998,124	\$ 26,177,595	\$ 33,741,528	\$ 203,515,370
NSS Allowance		-				-
TOTAL BASE	12,720.71	\$ 137,598,123	\$ 5,998,124	\$ 26,177,595	\$ 33,741,528	\$ 203,515,370
ADD ONS:						
Targeted Instructional Improvement Block Grant						\$ 500,077
Home-to-School Transportation (COLA added commencing 2023-24)						1,405,128
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	382.00	TK Add-on rate	\$ 3,268.27		1,248,480
ECONOMIC RECOVERY TARGET PAYMENT						
LCFF Entitlement Before Adjustments						
Miscellaneous Adjustments						-
ADJUSTED LCFF ENTITLEMENT						
Local Revenue (including RDA)						\$206,669,055
Gross State Aid						<u>\$206,669,055</u>
Education Protection Account Entitlement						(27,336,465)
Net State Aid						<u>\$179,332,590</u>
						(23,204,038)
						<u>\$156,128,552</u>



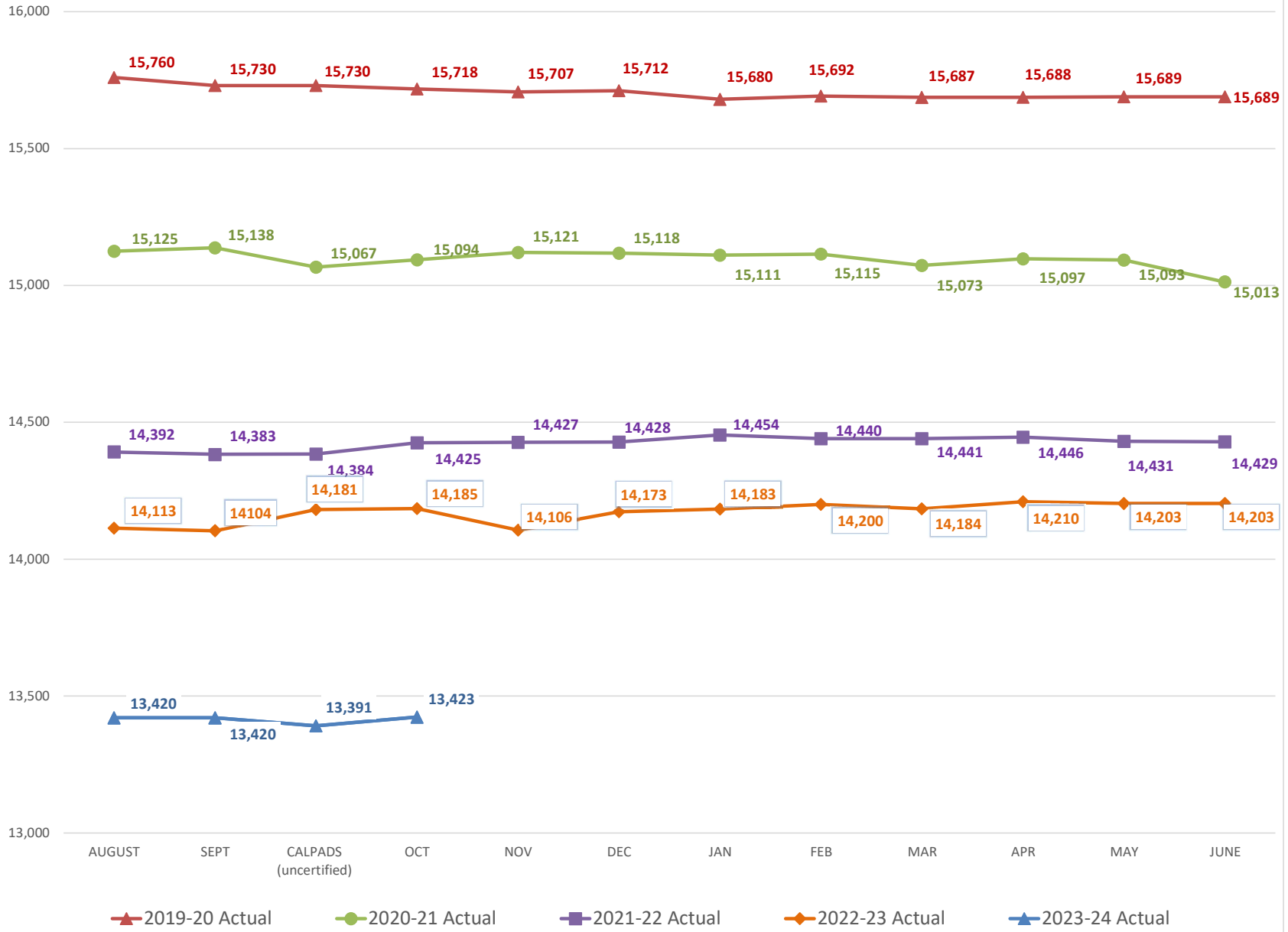
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Oxnard (72538) - 2023-24 First Interim	10/19/2023					
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
SUMMARY OF FUNDING						
General Assumptions						
COLA & Augmentation	13.26%	8.22%	3.94%	3.29%	3.19%	3.16%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement						
Base Grant	\$137,642,589	\$142,004,506	\$138,747,142	\$137,598,123	\$137,419,305	\$137,072,235
Grade Span Adjustment	5,967,133	6,172,609	6,015,410	5,998,124	5,882,998	5,717,738
Supplemental Grant	26,200,157	26,947,490	26,396,003	26,177,595	26,146,937	26,053,458
Concentration Grant	33,810,036	34,606,024	34,034,399	33,741,528	33,746,975	33,626,324
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,308,805	1,360,372	1,405,128	1,449,952	1,495,770
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-
Add-ons: Transitional Kindergarten	1,380,620	1,277,297	1,202,385	1,248,480	1,119,680	981,107
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$206,710,005	\$212,816,808	\$208,255,788	\$206,669,055	\$206,265,924	\$205,446,709
Miscellaneous Adjustments	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-
Total LCFF Entitlement	206,710,005	212,816,808	208,255,788	206,669,055	206,265,924	205,446,709
LCFF Entitlement Per ADA	\$ 13,982	\$ 15,100	\$ 15,720	\$ 16,247	\$ 16,757	\$ 17,266
Components of LCFF By Object Code						
State Aid (Object Code 8011)	\$ 163,403,824	\$ 142,796,972	\$ 157,523,315	\$ 156,128,552	\$ 155,760,317	\$ 155,004,886
EPA (for LCFF Calculation - Resource 1400 / Object Code 8012)	\$ 11,835,764	\$ 42,683,371	\$ 23,396,008	\$ 23,204,038	\$ 23,169,142	\$ 23,105,358
<i>Local Revenue Sources:</i>						
Property Taxes (Object 8021 to 8089)	\$ 31,470,417	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465	\$ 27,336,465
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	-	-
<i>Property Taxes net of In-Lieu</i>	<i>\$ 31,470,417</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>	<i>\$ 27,336,465</i>
TOTAL FUNDING	206,710,005	212,816,808	208,255,788	206,669,055	206,265,924	205,446,709
Basic Aid Status	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>
Excess Taxes	\$ (11,835,764)	\$ (42,683,371)	\$ (23,396,008)	\$ (23,204,038)	\$ (23,169,142)	\$ (23,105,358)
EPA in Excess to LCFF Funding	\$ 11,835,764	\$ 42,683,371	\$ 23,396,008	\$ 23,204,038	\$ 23,169,142	\$ 23,105,358
Total LCFF Entitlement	206,710,005	212,816,808	208,255,788	206,669,055	206,265,924	205,446,709
SUMMARY OF EPA						
% of Adjusted Revenue Limit - Annual	12.74780911%	44.55990366%	25.00000000%	25.00000000%	25.00000000%	25.00000000%
% of Adjusted Revenue Limit - P-2	12.74780911%	44.55990366%	25.00000000%	25.00000000%	25.00000000%	25.00000000%
EPA (for LCFF Calculation purposes)	\$ 11,835,764	\$ 42,683,371	\$ 23,396,008	\$ 23,204,038	\$ 23,169,142	\$ 23,105,358
EPA, Current Year (Object Code 8012)	\$ 11,835,764	\$ 42,683,371	\$ 23,396,008	\$ 23,204,038	\$ 23,169,142	\$ 23,105,358
(P-2 plus Current Year Accrual)						
EPA, Prior Year Adjustment (Object Code 8019)	\$ (1,544,439.00)	\$ -	\$ -	\$ -	\$ -	\$ -
(P-A less Prior Year Accrual)						
Accrual (from Data Entry tab)	-	-	-	-	-	-

Oxnard (72538) - 2023-24 First Interim		10/19/2023					
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES							
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 143,609,722	\$ 148,177,115	\$ 144,762,552	\$ 143,596,247	\$ 143,302,303	\$ 142,789,973	
Supplemental and Concentration Grant funding in the LCAP year	\$ 60,010,193	\$ 61,553,514	\$ 60,430,402	\$ 59,919,123	\$ 59,893,912	\$ 59,679,782	
Percentage to Increase or Improve Services	41.79%	41.54%	41.74%	41.73%	41.80%	41.80%	
SUMMARY OF STUDENT POPULATION							
Unduplicated Pupil Population							
Enrollment	13,883	13,391	12,891	12,392	11,892	11,392	
COE Enrollment	38	30	30	30	30	30	
Total Enrollment	13,921	13,421	12,921	12,422	11,922	11,422	
Unduplicated Pupil Count	12,686	12,186	11,763	11,308	10,851	10,395	
COE Unduplicated Pupil Count	23	25	25	25	25	25	
Total Unduplicated Pupil Count	12,709	12,211	11,788	11,333	10,876	10,420	
Rolling %, Supplemental Grant	91.2200%	90.9300%	91.1700%	91.1500%	91.2300%	91.2300%	
Rolling %, Concentration Grant	91.2200%	90.9300%	91.1700%	91.1500%	91.2300%	91.2300%	

Oxnard (72538) - 2023-24 First Interim	10/19/2023					
	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
SUMMARY OF LCFF ADA						
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3	6,512.97	6,512.97	5,738.43	5,676.50	5,403.51	5,159.36
Grades 4-6	5,166.20	5,166.20	4,835.86	4,390.55	4,249.12	4,225.29
Grades 7-8	3,504.47	3,504.47	3,317.48	3,063.57	2,991.87	2,925.53
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,183.64	15,183.64	13,891.77	13,130.62	12,644.50	12,310.18
NSS	-	-	-	-	-	-
Combined Subtotal	15,183.64	15,183.64	13,891.77	13,130.62	12,644.50	12,310.18
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3	6,512.97	5,738.43	5,676.50	5,403.51	5,159.36	4,862.34
Grades 4-6	5,166.20	4,835.86	4,390.55	4,249.12	4,225.29	4,169.79
Grades 7-8	3,504.47	3,317.48	3,063.57	2,991.87	2,925.53	2,863.12
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,183.64	13,891.77	13,130.62	12,644.50	12,310.18	11,895.25
NSS	-	-	-	-	-	-
Combined Subtotal	15,183.64	13,891.77	13,130.62	12,644.50	12,310.18	11,895.25
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)						
Grades TK-3	5,738.43	5,676.50	5,403.51	5,159.36	4,862.34	4,511.52
Grades 4-6	4,835.86	4,390.55	4,249.12	4,225.29	4,169.79	4,093.81
Grades 7-8	3,317.48	3,063.57	2,991.87	2,925.53	2,863.12	2,809.51
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	13,891.77	13,130.62	12,644.50	12,310.18	11,895.25	11,414.84
NSS	-	-	-	-	-	-
Combined Subtotal	13,891.77	13,130.62	12,644.50	12,310.18	11,895.25	11,414.84
Net Adjustment to Prior Year ADA for Charter Shift						
Second prior year charter school shift percentage	-	-	-	-	-	-
Prior year charter school shift percentage	0%	0%	0%	0%	0%	0%
Prior 3-Year Average ADA (if charter shift percentage > -50%, adjusted for +/- current year)						
Grades TK-3	6,254.79	5,975.97	5,606.15	5,413.12	5,141.74	4,844.41
Grades 4-6	5,056.09	4,797.54	4,491.84	4,288.32	4,214.73	4,162.96
Grades 7-8	3,442.14	3,295.17	3,124.31	2,993.66	2,926.84	2,866.05
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	14,753.02	14,068.68	13,222.30	12,695.10	12,283.31	11,873.42
NSS	-	-	-	-	-	-
Combined Subtotal	14,753.02	14,068.68	13,222.30	12,695.10	12,283.31	11,873.42
Current Year Charter Shift ADA for the Hold Harmless and Prior 3-Year Average						
Current Year ADA	-	-	-	-	-	-
Grades TK-3	5,676.50	5,403.51	5,159.36	4,862.34	4,511.52	4,158.46
Grades 4-6	4,390.55	4,249.12	4,225.29	4,169.79	4,093.81	4,019.44
Grades 7-8	3,063.57	2,991.87	2,925.53	2,863.12	2,809.51	2,756.92
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	13,130.62	12,644.50	12,310.18	11,895.25	11,414.84	10,934.82
NSS	-	-	-	-	-	-
Combined Subtotal	13,130.62	12,644.50	12,310.18	11,895.25	11,414.84	10,934.82
Change in LCFF ADA (excludes NSS ADA)	(761.15)	(486.12)	(334.32)	(414.93)	(480.41)	(480.02)
	Decline	Decline	Decline	Decline	Decline	Decline
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)						
Grades TK-3	6,254.79	5,975.97	5,606.15	5,413.12	5,141.74	4,844.41
Grades 4-6	5,056.09	4,797.54	4,491.84	4,288.32	4,214.73	4,162.96
Grades 7-8	3,442.14	3,295.17	3,124.31	2,993.66	2,926.84	2,866.05
Grades 9-12	-	-	-	-	-	-
Subtotal	14,753.02	14,068.68	13,222.30	12,695.10	12,283.31	11,873.42
	3-PY Average	3-PY Average	3-PY Average	3-PY Average	3-PY Average	3-PY Average

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



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 13, 2023 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: Patricia Núñez Telephone: 805-385-1501 x2450
Title: Director of Fiscal Services E-mail: pnunez@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? • If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2022-23) annual payment? • 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
				X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, have there been changes since budget adoption in OPEB liabilities?		X
			X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)? • If yes, have there been changes since budget adoption in self-insurance liabilities?	X	
			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) • Classified? (Section S8B, Line 1b) • Management/supervisor/confidential? (Section S8C, Line 1b)		X
				X
				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) • Classified? (Section S8B, Line 3)	n/a	
			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:			
		2023-24 Original Budget	2023-24 Board Approved Operating Budget	2023-24 Actuals to Date	2023-24 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G		G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	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
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
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				S
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund	S	S	S	GS
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review	S	S	S	S

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	14,068.68	14,068.68	12,645.50	14,069.68	1.00	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)					0.00	
4. Total, District Regular ADA (Sum of Lines A1 through A3)	14,068.68	14,068.68	12,645.50	14,069.68	1.00	0.0%
5. District Funded County Program ADA						
a. County Community Schools					0.00	
b. Special Education-Special Day Class					0.00	
c. Special Education-NPS/LCI	31.15	31.15	24.61	24.61	(6.54)	-21.0%
d. Special Education Extended Year					0.00	
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools					0.00	
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]					0.00	
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	31.15	31.15	24.61	24.61	(6.54)	-21.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	14,099.83	14,099.83	12,670.11	14,094.29	(5.54)	0.0%
7. Adults in Correctional Facilities					0.00	
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

2023-24 Estimated Cash Flow Report as of October 31, 2023 - First 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	First Interim Budget
Beg Cash Balance	\$92,808,534	\$146,974,842	\$132,138,502	\$131,798,553	\$133,574,802	\$124,751,193	\$145,478,725	\$140,481,990	\$133,043,623	\$136,743,428	\$145,563,723	\$135,043,053		
Revenue:														
State Apportionment*	\$ 7,449,485	\$ 7,449,485	\$ 13,409,073	\$ 13,409,073	\$ 13,409,073	\$ 13,409,073	\$ 13,409,073	\$ 12,170,527	\$ 12,170,527	\$ 12,170,527	\$ 12,170,527	\$ 12,170,527	\$ 142,796,972	\$ 142,796,972
EPA	\$ -	\$ -	\$ 11,193,154	\$ -	\$ -	\$ 10,496,739	\$ -	\$ -	\$ 10,496,739	\$ -	\$ -	\$ 10,496,739	\$ 42,683,371	\$ 42,683,371
Property Tax	\$ 832,192	\$ -	\$ -	\$ -	\$ -	\$ 13,252,132	\$ -	\$ -	\$ -	\$ 13,252,141	\$ -	\$ -	\$ 27,336,465	\$ 27,336,465
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,000,000)	\$ (4,000,000)	\$ (4,000,000)
Federal	\$ 1,030,069	\$ -	\$ 985,516	\$ 4,641,887	\$ -	\$ 2,382,117	\$ 1,206,153	\$ -	\$ 1,137,703	\$ 2,630,505	\$ -	\$ 2,350,456	\$ 16,364,406	\$ 21,601,092
Other State	\$ 1,443,639	\$ 1,443,639	\$ 3,894,710	\$ 2,824,954	\$ 3,510,780	\$ 3,864,635	\$ 3,016,665	\$ 3,076,164	\$ 3,924,134	\$ 3,076,164	\$ 3,076,164	\$ 3,924,136	\$ 37,075,781	\$ 44,806,284
Local	\$ 601,454	\$ 2,019,307	\$ 1,434,115	\$ 1,586,487	\$ 1,259,784	\$ 1,512,284	\$ 1,259,784	\$ 1,280,077	\$ 1,530,077	\$ 1,280,077	\$ 1,280,077	\$ 1,532,584	\$ 16,576,108	\$ 16,830,393
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 11,356,839	\$ 10,912,431	\$ 30,916,567	\$ 22,462,401	\$ 18,179,637	\$ 44,916,979	\$ 18,891,675	\$ 16,526,768	\$ 29,259,180	\$ 32,409,414	\$ 16,526,768	\$ 26,474,442	\$ 278,833,103	\$ 292,054,577
Expenditures:														
Certificated Salaries	\$ 224,540	\$ 10,317,049	\$ 9,496,229	\$ 9,478,205	\$ 9,598,128	\$ 9,607,069	\$ 9,557,894	\$ 9,603,716	\$ 9,741,184	\$ 9,896,533	\$ 11,357,264	\$ 12,884,279	\$ 111,762,091	\$ 111,762,091
Classified Salaries	\$ 1,317,192	\$ 3,332,912	\$ 3,181,579	\$ 3,080,025	\$ 7,370,439	\$ 3,727,612	\$ 3,702,758	\$ 3,706,040	\$ 3,780,602	\$ 3,824,213	\$ 3,830,310	\$ 6,040,413	\$ 46,894,095	\$ 46,894,095
Benefits	\$ 784,545	\$ 5,210,893	\$ 4,987,689	\$ 5,005,103	\$ 9,030,731	\$ 5,101,212	\$ 5,067,200	\$ 5,071,692	\$ 5,173,729	\$ 5,233,411	\$ 5,241,754	\$ 8,266,305	\$ 64,174,265	\$ 64,174,265
Books & Supplies	\$ 266,087	\$ 803,466	\$ 658,417	\$ 1,042,922	\$ 1,151,275	\$ 1,663,333	\$ 1,261,503	\$ 1,629,291	\$ 1,222,059	\$ 1,007,365	\$ 1,189,639	\$ 6,115,825	\$ 18,011,181	\$ 18,011,181
Services & Operating	\$ 1,229,321	\$ 7,588,138	\$ 3,405,551	\$ 3,830,505	\$ 5,072,492	\$ 4,613,768	\$ 5,009,086	\$ 4,615,062	\$ 6,510,777	\$ 4,312,265	\$ 5,467,163	\$ 13,046,026	\$ 64,700,154	\$ 64,700,154
Capital Outlay	\$ -	\$ -	\$ -	\$ 2,480	\$ 316,206	\$ 403,731	\$ 217,247	\$ 267,611	\$ 59,303	\$ 243,609	\$ 889,588	\$ 2,137,548	\$ 4,537,323	\$ 4,537,323
Other Outgo	\$ 23,012	\$ 23,012	\$ 41,421	\$ 113,466	\$ 41,421	\$ 41,421	\$ 41,421	\$ 41,421	\$ 41,421	\$ 41,421	\$ 41,421	\$ 41,421	\$ 532,279	\$ 2,058,508
Total Expenses	\$ 3,844,698	\$ 27,275,471	\$ 21,770,886	\$ 22,552,706	\$ 32,580,692	\$ 25,158,146	\$ 24,857,109	\$ 24,934,835	\$ 26,529,074	\$ 24,558,818	\$ 28,017,137	\$ 50,058,046	\$ 310,611,388	\$ 312,137,617
Net Monthly	\$ 7,512,142	\$ (16,363,039)	\$ 9,145,681	\$ (90,305)	\$ (14,401,055)	\$ 19,758,833	\$ (5,965,434)	\$ (8,408,066)	\$ 2,730,106	\$ 7,850,596	\$ (11,490,369)	\$ (23,583,604)		
Prior Year Transactions:														
PY Audit Adjustment														
Accounts Receivable	\$ 2,719,594	\$ 711,119	\$ 834,160	\$ 862,335	\$ 5,827,446	\$ 1,618,699	\$ 1,618,699	\$ 1,619,699	\$ 1,619,699	\$ 1,619,699	\$ 1,619,699	\$ 1,914,699	\$ 22,585,547	\$ -
Accounts Payable*	\$ 8,057,274	\$ (815,580)	\$ 10,319,790	\$ (1,004,219)	\$ 250,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 571,436	\$ 21,278,701	\$ -
Net Prior Year	\$ (5,337,680)	\$ 1,526,699	\$ (9,485,630)	\$ 1,866,554	\$ 5,577,446	\$ 968,699	\$ 968,699	\$ 969,699	\$ 969,699	\$ 969,699	\$ 969,699	\$ 1,343,263	\$ 1,306,846	\$ -
Net Monthly Increase/(Decrease)*	\$ 2,174,461	\$ (14,836,340)	\$ (339,949)	\$ 1,776,249	\$ (8,823,609)	\$ 20,727,532	\$ (4,996,735)	\$ (7,438,367)	\$ 3,699,805	\$ 8,820,295	\$ (10,520,670)	\$ (22,240,341)		
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ending Cash	\$146,974,842	\$132,138,502	\$131,798,553	\$133,574,802	\$124,751,193	\$145,478,725	\$140,481,990	\$133,043,623	\$136,743,428	\$145,563,723	\$135,043,053	\$112,802,712		

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):		October								
A. BEGINNING CASH			144,800,380.82	146,974,842.26	132,138,502.06	131,798,553.33	133,574,802.38	124,751,193.67	145,478,726.13	140,481,991.17
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		7,449,485.00	7,449,485.00	24,602,227.00	13,409,073.00	13,409,073.00	23,905,812.00	13,409,073.00	12,170,527.40
Property Taxes	8020-8079		832,191.96					13,252,131.61		
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299		1,030,069.00		985,515.45	4,641,887.00		2,382,117.00	1,206,152.55	
Other State Revenue	8300-8599		1,443,639.00	1,443,639.00	3,894,709.50	2,824,954.37	3,510,779.76	3,864,634.15	3,016,664.76	3,076,163.75
Other Local Revenue	8600-8799		601,454.26	2,019,307.37	1,434,115.20	1,586,487.18	1,259,784.52	1,512,284.52	1,259,784.52	1,280,077.10
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			11,356,839.22	10,912,431.37	30,916,567.15	22,462,401.55	18,179,637.28	44,916,979.28	18,891,674.83	16,526,768.25
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		224,540.25	10,317,049.10	9,496,228.97	9,478,204.73	9,598,128.38	9,607,069.34	9,557,894.02	9,603,716.48
Classified Salaries	2000-2999		1,317,192.16	3,332,912.37	3,181,579.07	3,080,024.83	7,370,438.70	3,727,611.61	3,702,757.74	3,706,040.33
Employee Benefits	3000-3999		784,545.11	5,210,892.53	4,987,689.34	5,005,102.88	9,030,730.92	5,101,212.32	5,067,199.96	5,071,692.16
Books and Supplies	4000-4999		266,086.71	803,466.40	658,416.53	1,042,922.43	1,151,274.69	1,663,332.57	1,261,503.12	1,629,291.43
Services	5000-5999		1,229,321.47	7,588,138.22	3,405,550.83	3,830,504.94	5,072,492.07	4,613,767.98	5,009,085.92	4,615,061.98
Capital Outlay	6000-6599					2,480.30	316,206.04	403,731.00	217,247.03	267,611.31
Other Outgo	7000-7499		23,012.00	23,012.00	41,421.00	113,466.00	41,421.00	41,421.00	41,421.00	41,421.00

Description	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			3,844,697.70	27,275,470.62	21,770,885.74	22,552,706.11	32,580,691.80	25,158,145.82	24,857,108.79	24,934,834.69
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199	(1,310,496.76)								
Accounts Receivable	9200-9299	21,953,090.58	2,687,106.18	1,027,127.14	810,924.56	863,017.74	5,234,021.75	1,618,699.00	1,618,699.00	1,619,699.00
Due From Other Funds	9310	301,447.84		(300,000.00)			601,447.85			
Stores	9320	219,779.45	32,487.75	(16,007.90)	23,235.01	(682.80)	(8,023.79)			
Prepaid Expenditures	9330									
Other Current Assets	9340									
Lease Receivable	9380									
Deferred Outflows of Resources	9490									
SUBTOTAL		21,163,821.11	2,719,593.93	711,119.24	834,159.57	862,334.94	5,827,445.81	1,618,699.00	1,618,699.00	1,619,699.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	12,464,184.51	8,057,274.01	(815,579.81)	1,105,273.23	(1,004,218.67)	650,000.00	650,000.00	650,000.00	650,000.00
Due To Other Funds	9610	6,420,548.81			6,420,548.81					
Current Loans	9640				400,000.00		(400,000.00)			
Unearned Revenues	9650	2,393,967.67			2,393,967.67					
Deferred Inflows of Resources	9690									
SUBTOTAL		21,278,700.99	8,057,274.01	(815,579.81)	10,319,789.71	(1,004,218.67)	250,000.00	650,000.00	650,000.00	650,000.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		(114,879.88)	(5,337,680.08)	1,526,699.05	(9,485,630.14)	1,866,553.61	5,577,445.81	968,699.00	968,699.00	969,699.00
E. NET INCREASE/DECREASE (B - C + D)			2,174,461.44	(14,836,340.20)	(339,948.73)	1,776,249.05	(8,823,608.71)	20,727,532.46	(4,996,734.96)	(7,438,367.44)
F. ENDING CASH (A + E)			146,974,842.26	132,138,502.06	131,798,553.33	133,574,802.38	124,751,193.67	145,478,726.13	140,481,991.17	133,043,623.73
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):		October							
A. BEGINNING CASH		133,043,623.73	136,743,428.76	145,563,723.59	135,043,053.43				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	22,667,266.40	12,170,527.40	12,170,527.40	22,667,266.40	0.00		185,480,343.00	185,480,343.00
Property Taxes	8020-8079		13,252,141.43					27,336,465.00	27,336,465.00
Miscellaneous Funds	8080-8099				(4,000,000.00)			(4,000,000.00)	(4,000,000.00)
Federal Revenue	8100-8299	1,137,703.25	2,630,504.55		2,350,456.00	5,236,687.20		21,601,092.00	21,601,092.00
Other State Revenue	8300-8599	3,924,133.25	3,076,163.75	3,076,163.75	3,924,135.25	4,697,769.73	3,032,733.98	44,806,284.00	44,806,284.00
Other Local Revenue	8600-8799	1,530,077.10	1,280,077.10	1,280,077.10	1,532,583.80	254,283.23		16,830,393.00	16,830,393.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		29,259,180.00	32,409,414.23	16,526,768.25	26,474,441.45	10,188,740.16	3,032,733.98	292,054,577.00	292,054,577.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	9,741,183.85	9,896,533.16	11,357,263.69	12,884,279.03	0.00		111,762,091.00	111,762,091.00
Classified Salaries	2000-2999	3,780,601.94	3,824,213.45	3,830,309.68	6,040,413.12			46,894,095.00	46,894,095.00
Employee Benefits	3000-3999	5,173,729.24	5,233,411.31	5,241,753.97	8,266,305.26			64,174,265.00	64,174,265.00
Books and Supplies	4000-4999	1,222,058.63	1,007,365.35	1,189,638.51	6,115,824.63			18,011,181.00	18,011,181.00
Services	5000-5999	6,510,776.50	4,312,265.26	5,467,163.01	13,046,025.82			64,700,154.00	64,700,154.00
Capital Outlay	6000-6599	59,302.81	243,608.87	889,587.55	2,137,548.09			4,537,323.00	4,537,323.00
Other Outgo	7000-7499	41,421.00	41,421.00	41,421.00	41,421.00	1,526,229.00		2,058,508.00	2,058,508.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00

Description	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
TOTAL DISBURSEMENTS		26,529,073.97	24,558,818.40	28,017,137.41	48,531,816.95	1,526,229.00	0.00	312,137,617.00	312,137,617.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	1,619,699.00	1,619,699.00	1,619,699.00	1,914,699.21			22,253,090.58	
Due From Other Funds	9310							301,447.85	
Stores	9320							31,008.27	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Lease Receivable	9380							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		1,619,699.00	1,619,699.00	1,619,699.00	1,914,699.21	0.00	0.00	22,585,546.70	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	650,000.00	650,000.00	650,000.00	571,435.75			12,464,184.51	
Due To Other Funds	9610							6,420,548.81	
Current Loans	9640							0.00	
Unearned Revenues	9650							2,393,967.67	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		650,000.00	650,000.00	650,000.00	571,435.75	0.00	0.00	21,278,700.99	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		969,699.00	969,699.00	969,699.00	1,343,263.46	0.00	0.00	1,306,845.71	
E. NET INCREASE/DECREASE (B - C + D)		3,699,805.03	8,820,294.83	(10,520,670.16)	(20,714,112.04)	8,662,511.16	3,032,733.98	(18,776,194.29)	(20,083,040.00)
F. ENDING CASH (A + E)		136,743,428.76	145,563,723.59	135,043,053.43	114,328,941.39				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								126,024,186.53	

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	208,511,385.00	208,511,385.00	53,742,461.96	208,816,808.00	305,423.00	0.1%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,700,546.00	4,700,546.00	625,812.62	4,839,560.00	139,014.00	3.0%
4) Other Local Revenue		8600-8799	2,335,294.00	2,335,294.00	788,800.22	2,604,827.00	269,533.00	11.5%
5) TOTAL, REVENUES			215,547,225.00	215,547,225.00	55,157,074.80	216,261,195.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	76,101,428.00	76,101,428.00	20,926,613.43	80,148,483.00	(4,047,055.00)	-5.3%
2) Classified Salaries		2000-2999	23,151,587.00	23,151,587.00	6,289,387.24	25,558,580.00	(2,406,993.00)	-10.4%
3) Employee Benefits		3000-3999	40,206,842.00	40,206,842.00	10,907,259.57	43,121,715.00	(2,914,873.00)	-7.2%
4) Books and Supplies		4000-4999	11,084,507.00	11,084,507.00	1,914,928.07	10,368,719.00	715,788.00	6.5%
5) Services and Other Operating Expenditures		5000-5999	22,151,803.00	22,151,803.00	9,408,980.83	22,332,540.00	(180,737.00)	-0.8%
6) Capital Outlay		6000-6999	46,185.00	46,185.00	0.00	168,452.00	(122,267.00)	-264.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	500,000.00	500,000.00	128,866.00	500,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(932,316.00)	(932,316.00)	(15,034.03)	(1,989,217.00)	1,056,901.00	-113.4%
9) TOTAL, EXPENDITURES			172,310,036.00	172,310,036.00	49,561,001.11	180,209,272.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			43,237,189.00	43,237,189.00	5,596,073.69	36,051,923.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(51,800,544.00)	(51,800,544.00)	0.00	(49,590,993.00)	2,209,551.00	-4.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			(51,800,544.00)	(51,800,544.00)	0.00	(49,590,993.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)								
			(8,563,355.00)	(8,563,355.00)	5,596,073.69	(13,539,070.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	73,332,541.79	0.00		73,332,541.00	73,332,541.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			73,332,541.79	0.00		73,332,541.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			73,332,541.79	0.00		73,332,541.00		
2) Ending Balance, June 30 (E + F1e)			64,769,186.79	(8,563,355.00)		59,793,471.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	120,000.00	120,000.00		239,779.00		
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		

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	17,554,545.00	17,554,545.00		28,339,930.00		
Student Transportation Bus Replace	0000	9780	1,000,000.00					
Technology Device Refresh	0000	9780	3,000,000.00					
Instructional Materials Adoption	0000	9780	2,000,000.00					
Building Maintenance One-Time Funds	0000	9780	1,564,000.00					
Financial Stability Reserve	0000	9780	9,990,545.00					
Building Maintenance One-Time Funds	0000	9780		1,564,000.00				
Financial Stability Reserve	0000	9780		9,990,545.00				
Instructional Materials Adoptions	0000	9780		2,000,000.00				
Student Transportation Bus Replacement	0000	9780		1,000,000.00				
Technology Device Refresh	0000	9780		3,000,000.00				
Student Transportation Bus Replace	0000	9780				1,000,000.00		
Technology Device Refresh	0000	9780				3,000,000.00		
Instructional Materials Adoptions	0000	9780				2,000,000.00		
Building Maintenance One-time Funds	0000	9780				1,564,000.00		
Financial Stability Reserve	0000	9780				20,775,930.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	28,881,371.00	28,881,317.00		31,213,762.00		
Unassigned/Unappropriated Amount		9790	18,213,270.79	(55,119,217.00)		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	139,281,294.00	139,281,294.00	41,717,116.00	142,796,972.00	3,515,678.00	2.5%
Education Protection Account State Aid - Current Year		8012	43,331,935.00	43,331,935.00	11,193,154.00	42,683,371.00	(648,564.00)	-1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	154,861.00	154,861.00	0.00	162,977.00	8,116.00	5.2%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	5,677.00	5,677.00	0.00	5,109.00	(568.00)	-10.0%
County & District Taxes								
Secured Roll Taxes		8041	26,125,312.00	26,125,312.00	0.00	24,166,482.00	(1,958,830.00)	-7.5%
Unsecured Roll Taxes		8042	506,069.00	506,069.00	0.00	32,649.00	(473,420.00)	-93.5%
Prior Years' Taxes		8043	89,399.00	89,399.00	95,597.47	71,519.00	(17,880.00)	-20.0%
Supplemental Taxes		8044	560,386.00	560,386.00	519,227.91	565,538.00	5,152.00	0.9%
Education Revenue Augmentation Fund (ERAF)		8045	1,349,470.00	1,349,470.00	217,366.58	186,479.00	(1,162,991.00)	-86.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,106,982.00	1,106,982.00	0.00	2,145,712.00	1,038,730.00	93.8%
Penalties and Interest from Delinquent Taxes		8048	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)
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			212,511,385.00	212,511,385.00	53,742,461.96	212,816,808.00	305,423.00	0.1%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	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%
TOTAL, LCFF SOURCES			208,511,385.00	208,511,385.00	53,742,461.96	208,816,808.00	305,423.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
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						
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						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 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%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	458,784.00	458,784.00	0.00	494,115.00	35,331.00	7.7%
Lottery - Unrestricted and Instructional Materials		8560	2,331,762.00	2,331,762.00	84,192.62	2,411,094.00	79,332.00	3.4%
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	1,910,000.00	1,910,000.00	541,620.00	1,934,351.00	24,351.00	1.3%
TOTAL, OTHER STATE REVENUE			4,700,546.00	4,700,546.00	625,812.62	4,839,560.00	139,014.00	3.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	5,000.00	5,000.00	0.00	5,000.00	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	220,000.00	220,000.00	55,579.96	220,000.00	0.00	0.0%
Interest		8660	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	0.0%

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,110,294.00	1,110,294.00	733,220.26	1,379,827.00	269,533.00	24.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,335,294.00	2,335,294.00	788,800.22	2,604,827.00	269,533.00	11.5%
TOTAL, REVENUES			215,547,225.00	215,547,225.00	55,157,074.80	216,261,195.00	713,970.00	0.3%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	63,472,452.00	63,472,452.00	16,646,589.89	63,414,629.00	57,823.00	0.1%
Certificated Pupil Support Salaries		1200	5,437,601.00	5,437,601.00	2,173,062.69	8,760,832.00	(3,323,231.00)	-61.1%
Certificated Supervisors' and Administrators' Salaries		1300	7,091,386.00	7,091,386.00	1,966,022.86	7,255,472.00	(164,086.00)	-2.3%
Other Certificated Salaries		1900	99,989.00	99,989.00	140,937.99	717,550.00	(617,561.00)	-617.6%
TOTAL, CERTIFICATED SALARIES			76,101,428.00	76,101,428.00	20,926,613.43	80,148,483.00	(4,047,055.00)	-5.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,216,982.00	2,216,982.00	477,572.16	2,346,128.00	(129,146.00)	-5.8%
Classified Support Salaries		2200	4,648,273.00	4,648,273.00	1,388,570.90	5,224,753.00	(576,480.00)	-12.4%
Classified Supervisors' and Administrators' Salaries		2300	1,770,253.00	1,770,253.00	600,372.12	1,877,538.00	(107,285.00)	-6.1%
Clerical, Technical and Office Salaries		2400	9,489,608.00	9,489,608.00	2,550,378.15	10,296,060.00	(806,452.00)	-8.5%
Other Classified Salaries		2900	5,026,471.00	5,026,471.00	1,272,493.91	5,814,101.00	(787,630.00)	-15.7%
TOTAL, CLASSIFIED SALARIES			23,151,587.00	23,151,587.00	6,289,387.24	25,558,580.00	(2,406,993.00)	-10.4%
EMPLOYEE BENEFITS								

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
STRS		3101-3102	14,605,066.00	14,605,066.00	3,817,631.70	14,815,925.00	(210,859.00)	-1.4%
PERS		3201-3202	6,796,106.00	6,796,106.00	1,767,609.86	7,385,509.00	(589,403.00)	-8.7%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	2,935,966.00	2,935,966.00	801,082.46	3,150,827.00	(214,861.00)	-7.3%
Unemployment Insurance		3401-3402	11,166,342.00	11,166,342.00	3,233,498.69	11,943,862.00	(777,520.00)	-7.0%
Workers' Compensation		3501-3502	60,595.00	60,595.00	17,275.92	55,983.00	4,612.00	7.6%
OPEB, Allocated		3601-3602	1,840,131.00	1,840,131.00	505,179.75	1,963,282.00	(123,151.00)	-6.7%
OPEB, Active Employees		3701-3702	2,802,636.00	2,802,636.00	764,981.19	3,806,327.00	(1,003,691.00)	-35.8%
Other Employee Benefits		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			40,206,842.00	40,206,842.00	10,907,259.57	43,121,715.00	(2,914,873.00)	-7.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,581,516.00	1,581,516.00	320,892.83	1,700,000.00	(118,484.00)	-7.5%
Books and Other Reference Materials		4200	686,424.00	686,424.00	328,719.16	809,367.00	(122,943.00)	-17.9%
Materials and Supplies		4300	5,817,190.00	5,817,190.00	756,526.36	4,888,186.00	929,004.00	16.0%
Noncapitalized Equipment		4400	2,999,377.00	2,999,377.00	508,789.72	2,971,166.00	28,211.00	0.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,084,507.00	11,084,507.00	1,914,928.07	10,368,719.00	715,788.00	6.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	5,283,496.00	5,283,496.00	720,533.81	5,283,496.00	0.00	0.0%
Travel and Conferences		5200	684,304.00	684,304.00	102,128.45	578,215.00	106,089.00	15.5%
Dues and Memberships		5300	133,892.00	133,892.00	110,551.48	122,532.00	11,360.00	8.5%
Insurance		5400-5450	3,516,775.00	3,516,775.00	3,088,582.00	3,516,775.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,785,000.00	2,785,000.00	1,136,641.16	2,905,000.00	(120,000.00)	-4.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	816,817.00	816,817.00	134,817.27	823,965.00	(7,148.00)	-0.9%
Transfers of Direct Costs		5710	(185,636.00)	(185,636.00)	(85,121.76)	(410,301.00)	224,665.00	-121.0%
Transfers of Direct Costs - Interfund		5750	794.00	794.00	(6,079.85)	(2,559.00)	3,353.00	422.3%
Professional/Consulting Services and Operating Expenditures		5800	8,432,152.00	8,432,152.00	4,050,369.50	8,891,397.00	(459,245.00)	-5.4%
Communications		5900	684,209.00	684,209.00	156,558.77	624,020.00	60,189.00	8.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			22,151,803.00	22,151,803.00	9,408,980.83	22,332,540.00	(180,737.00)	-0.8%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	15,000.00	15,000.00	0.00	15,000.00	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	31,185.00	31,185.00	0.00	153,452.00	(122,267.00)	-392.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			46,185.00	46,185.00	0.00	168,452.00	(122,267.00)	-264.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								

2023-24 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	500,000.00	500,000.00	128,866.00	500,000.00	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	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			500,000.00	500,000.00	128,866.00	500,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(602,998.00)	(602,998.00)	(15,034.03)	(1,660,425.00)	1,057,427.00	-175.4%
Transfers of Indirect Costs - Interfund		7350	(329,318.00)	(329,318.00)	0.00	(328,792.00)	(526.00)	0.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(932,316.00)	(932,316.00)	(15,034.03)	(1,989,217.00)	1,056,901.00	-113.4%
TOTAL, EXPENDITURES			172,310,036.00	172,310,036.00	49,561,001.11	180,209,272.00	(7,899,236.00)	-4.6%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
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 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(51,800,544.00)	(51,800,544.00)	0.00	(49,590,993.00)	2,209,551.00	-4.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(51,800,544.00)	(51,800,544.00)	0.00	(49,590,993.00)	2,209,551.00	-4.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(51,800,544.00)	(51,800,544.00)	0.00	(49,590,993.00)	2,209,551.00	-4.3%

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 Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,607,238.00	18,607,238.00	6,657,471.45	21,601,092.00	2,993,854.00	16.1%
3) Other State Revenue		8300-8599	33,040,678.00	33,040,678.00	8,981,129.25	39,966,724.00	6,926,046.00	21.0%
4) Other Local Revenue		8600-8799	12,871,189.00	12,871,189.00	4,852,563.79	14,225,566.00	1,354,377.00	10.5%
5) TOTAL, REVENUES			64,519,105.00	64,519,105.00	20,491,164.49	75,793,382.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	32,092,566.00	32,092,566.00	8,589,409.62	31,613,608.00	478,958.00	1.5%
2) Classified Salaries		2000-2999	20,589,875.00	20,589,875.00	4,622,321.19	21,335,515.00	(745,640.00)	-3.6%
3) Employee Benefits		3000-3999	20,852,887.00	20,852,887.00	5,080,970.29	21,052,550.00	(199,663.00)	-1.0%
4) Books and Supplies		4000-4999	6,486,364.00	6,486,364.00	855,964.00	7,642,462.00	(1,156,098.00)	-17.8%
5) Services and Other Operating Expenditures		5000-5999	30,217,534.00	30,217,534.00	6,644,534.63	42,367,614.00	(12,150,080.00)	-40.2%
6) Capital Outlay		6000-6999	3,774,150.00	3,774,150.00	2,480.30	4,368,871.00	(594,721.00)	-15.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,887,300.00	1,887,300.00	72,045.00	1,887,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	602,998.00	602,998.00	15,034.03	1,660,425.00	(1,057,427.00)	-175.4%
9) TOTAL, EXPENDITURES			116,503,674.00	116,503,674.00	25,882,759.06	131,928,345.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(51,984,569.00)	(51,984,569.00)	(5,391,594.57)	(56,134,963.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	51,800,544.00	51,800,544.00	0.00	49,590,993.00	(2,209,551.00)	-4.3%
4) TOTAL, OTHER FINANCING SOURCES/USES			51,800,544.00	51,800,544.00	0.00	49,590,993.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(184,025.00)	(184,025.00)	(5,391,594.57)	(6,543,970.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	71,352,959.15	0.00		71,352,958.00	71,352,958.00	New
b) Audit Adjustments		9793	0.00	0.00		(3,469,986.00)	(3,469,986.00)	New
c) As of July 1 - Audited (F1a + F1b)			71,352,959.15	0.00		67,882,972.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			71,352,959.15	0.00		67,882,972.00		
2) Ending Balance, June 30 (E + F1e)			71,168,934.15	(184,025.00)		61,339,002.00		
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		

2023-24 First Interim
General Fund
Restricted (Resources 2000-9999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	71,168,934.15	5,048,894.00		61,339,002.00		
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	(5,232,919.00)		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,063,104.00	3,063,104.00	22,259.12	3,324,433.00	261,329.00	8.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Discretionary Grants		8182	277,998.00	277,998.00	0.00	489,597.00	211,599.00	76.1%
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	4,541,712.00	4,541,712.00	927,774.22	5,697,408.00	1,155,696.00	25.4%
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	400,000.00	400,000.00	9,144.08	563,330.00	163,330.00	40.8%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	382.25	46,452.00	46,452.00	New
Title III, Part A, English Learner Program	4203	8290	1,354,410.00	1,354,410.00	326,074.88	1,519,141.00	164,731.00	12.2%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	481,634.00	481,634.00	232,534.60	1,133,261.00	651,627.00	135.3%
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	8,488,380.00	8,488,380.00	5,139,302.30	8,827,470.00	339,090.00	4.0%
TOTAL, FEDERAL REVENUE			18,607,238.00	18,607,238.00	6,657,471.45	21,601,092.00	2,993,854.00	16.1%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	429,712.00	429,712.00	122,926.00	439,027.00	9,315.00	2.2%
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	915,941.00	915,941.00	157,608.75	980,784.00	64,843.00	7.1%
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	3,681,717.00	3,681,717.00	0.00	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	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)
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	28,013,308.00	28,013,308.00	8,700,594.50	34,865,196.00	6,851,888.00	24.5%
TOTAL, OTHER STATE REVENUE			33,040,678.00	33,040,678.00	8,981,129.25	39,966,724.00	6,926,046.00	21.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	500,000.00	500,000.00	1,490,093.79	1,854,377.00	1,354,377.00	270.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								

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)
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	12,371,189.00	12,371,189.00	3,362,470.00	12,371,189.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			12,871,189.00	12,871,189.00	4,852,563.79	14,225,566.00	1,354,377.00	10.5%
TOTAL, REVENUES			64,519,105.00	64,519,105.00	20,491,164.49	75,793,382.00	11,274,277.00	17.5%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	18,013,213.00	18,013,213.00	5,064,808.57	19,160,531.00	(1,147,318.00)	-6.4%
Certificated Pupil Support Salaries		1200	10,205,827.00	10,205,827.00	2,051,734.99	7,488,553.00	2,717,274.00	26.6%
Certificated Supervisors' and Administrators' Salaries		1300	2,176,315.00	2,176,315.00	722,896.93	2,406,834.00	(230,519.00)	-10.6%
Other Certificated Salaries		1900	1,697,211.00	1,697,211.00	749,969.13	2,557,690.00	(860,479.00)	-50.7%
TOTAL, CERTIFICATED SALARIES			32,092,566.00	32,092,566.00	8,589,409.62	31,613,608.00	478,958.00	1.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	9,197,659.00	9,197,659.00	1,914,039.70	8,810,096.00	387,563.00	4.2%
Classified Support Salaries		2200	6,813,894.00	6,813,894.00	1,557,149.76	7,549,817.00	(735,923.00)	-10.8%
Classified Supervisors' and Administrators' Salaries		2300	843,050.00	843,050.00	227,889.06	810,901.00	32,149.00	3.8%
Clerical, Technical and Office Salaries		2400	3,133,840.00	3,133,840.00	774,041.12	3,521,397.00	(387,557.00)	-12.4%
Other Classified Salaries		2900	601,432.00	601,432.00	149,201.55	643,304.00	(41,872.00)	-7.0%
TOTAL, CLASSIFIED SALARIES			20,589,875.00	20,589,875.00	4,622,321.19	21,335,515.00	(745,640.00)	-3.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,862,098.00	5,862,098.00	1,530,820.11	5,690,210.00	171,888.00	2.9%
PERS		3201-3202	5,889,554.00	5,889,554.00	1,302,356.28	6,091,643.00	(202,089.00)	-3.4%
OASDI/Medicare/Alternative		3301-3302	2,101,209.00	2,101,209.00	495,793.08	2,154,746.00	(53,537.00)	-2.5%
Health and Welfare Benefits		3401-3402	4,842,251.00	4,842,251.00	1,236,693.69	4,756,339.00	85,912.00	1.8%
Unemployment Insurance		3501-3502	108,635.00	108,635.00	6,436.24	33,376.00	75,259.00	69.3%
Workers' Compensation		3601-3602	962,332.00	962,332.00	245,593.38	981,714.00	(19,382.00)	-2.0%
OPEB, Allocated		3701-3702	1,086,796.00	1,086,796.00	263,277.51	1,344,510.00	(257,714.00)	-23.7%
OPEB, Active Employees		3751-3752	12.00	12.00	0.00	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			20,852,887.00	20,852,887.00	5,080,970.29	21,052,550.00	(199,663.00)	-1.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	592,954.00	592,954.00	73,171.46	600,000.00	(7,046.00)	-1.2%
Books and Other Reference Materials		4200	247,614.00	247,614.00	6,347.11	351,354.00	(103,740.00)	-41.9%
Materials and Supplies		4300	4,305,248.00	4,305,248.00	562,851.69	5,060,579.00	(755,331.00)	-17.5%
Noncapitalized Equipment		4400	1,340,548.00	1,340,548.00	213,593.74	1,630,529.00	(289,981.00)	-21.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,486,364.00	6,486,364.00	855,964.00	7,642,462.00	(1,156,098.00)	-17.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	19,487,630.00	19,487,630.00	3,354,769.31	29,156,068.00	(9,668,438.00)	-49.6%
Travel and Conferences		5200	709,812.00	709,812.00	131,033.77	892,089.00	(182,277.00)	-25.7%
Dues and Memberships		5300	5,985.00	5,985.00	3,010.00	11,610.00	(5,625.00)	-94.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,388,000.00	1,388,000.00	11,955.32	1,258,000.00	130,000.00	9.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	336,457.00	336,457.00	102,701.43	351,730.00	(15,273.00)	-4.5%
Transfers of Direct Costs		5710	185,636.00	185,636.00	85,121.76	410,301.00	(224,665.00)	-121.0%
Transfers of Direct Costs - Interfund		5750	28,781.00	28,781.00	108,019.03	189,627.00	(160,846.00)	-558.9%
Professional/Consulting Services and Operating Expenditures		5800	7,054,733.00	7,054,733.00	2,557,799.63	9,275,686.00	(2,220,953.00)	-31.5%
Communications		5900	1,020,500.00	1,020,500.00	290,124.38	822,503.00	197,997.00	19.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			30,217,534.00	30,217,534.00	6,644,534.63	42,367,614.00	(12,150,080.00)	-40.2%
CAPITAL OUTLAY								
Land		6100	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	55,000.00	(55,000.00)	New
Buildings and Improvements of Buildings		6200	3,001,650.00	3,001,650.00	2,480.30	3,001,650.00	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	770,000.00	770,000.00	0.00	1,309,721.00	(539,721.00)	-70.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,774,150.00	3,774,150.00	2,480.30	4,368,871.00	(594,721.00)	-15.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,887,300.00	1,887,300.00	72,045.00	1,887,300.00	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%

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)
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,887,300.00	1,887,300.00	72,045.00	1,887,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	602,998.00	602,998.00	15,034.03	1,660,425.00	(1,057,427.00)	-175.4%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			602,998.00	602,998.00	15,034.03	1,660,425.00	(1,057,427.00)	-175.4%
TOTAL, EXPENDITURES			116,503,674.00	116,503,674.00	25,882,759.06	131,928,345.00	(15,424,671.00)	-13.2%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
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 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

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Restricted (Resources 2000-9999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	51,800,544.00	51,800,544.00	0.00	49,590,993.00	(2,209,551.00)	-4.3%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			51,800,544.00	51,800,544.00	0.00	49,590,993.00	(2,209,551.00)	-4.3%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			51,800,544.00	51,800,544.00	0.00	49,590,993.00	2,209,551.00	4.3%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	208,511,385.00	208,511,385.00	53,742,461.96	208,816,808.00	305,423.00	0.1%
2) Federal Revenue		8100-8299	18,607,238.00	18,607,238.00	6,657,471.45	21,601,092.00	2,993,854.00	16.1%
3) Other State Revenue		8300-8599	37,741,224.00	37,741,224.00	9,606,941.87	44,806,284.00	7,065,060.00	18.7%
4) Other Local Revenue		8600-8799	15,206,483.00	15,206,483.00	5,641,364.01	16,830,393.00	1,623,910.00	10.7%
5) TOTAL, REVENUES			280,066,330.00	280,066,330.00	75,648,239.29	292,054,577.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	108,193,994.00	108,193,994.00	29,516,023.05	111,762,091.00	(3,568,097.00)	-3.3%
2) Classified Salaries		2000-2999	43,741,462.00	43,741,462.00	10,911,708.43	46,894,095.00	(3,152,633.00)	-7.2%
3) Employee Benefits		3000-3999	61,059,729.00	61,059,729.00	15,988,229.86	64,174,265.00	(3,114,536.00)	-5.1%
4) Books and Supplies		4000-4999	17,570,871.00	17,570,871.00	2,770,892.07	18,011,181.00	(440,310.00)	-2.5%
5) Services and Other Operating Expenditures		5000-5999	52,369,337.00	52,369,337.00	16,053,515.46	64,700,154.00	(12,330,817.00)	-23.5%
6) Capital Outlay		6000-6999	3,820,335.00	3,820,335.00	2,480.30	4,537,323.00	(716,988.00)	-18.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,387,300.00	2,387,300.00	200,911.00	2,387,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(329,318.00)	(329,318.00)	0.00	(328,792.00)	(526.00)	0.2%
9) TOTAL, EXPENDITURES			288,813,710.00	288,813,710.00	75,443,760.17	312,137,617.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(8,747,380.00)	(8,747,380.00)	204,479.12	(20,083,040.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(8,747,380.00)	(8,747,380.00)	204,479.12	(20,083,040.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	144,685,500.94	0.00		144,685,499.00	144,685,499.00	New
b) Audit Adjustments		9793	0.00	0.00		(3,469,986.00)	(3,469,986.00)	New
c) As of July 1 - Audited (F1a + F1b)			144,685,500.94	0.00		141,215,513.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			144,685,500.94	0.00		141,215,513.00		
2) Ending Balance, June 30 (E + F1e)			135,938,120.94	(8,747,380.00)		121,132,473.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	120,000.00	120,000.00		239,779.00		
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		

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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	71,168,934.15	5,048,894.00		61,339,002.00		
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	17,554,545.00	17,554,545.00		28,339,930.00		
Student Transportation Bus Replace	0000	9780	1,000,000.00					
Technology Device Refresh	0000	9780	3,000,000.00					
Instructional Materials Adoption	0000	9780	2,000,000.00					
Building Maintenance One-Time Funds	0000	9780	1,564,000.00					
Financial Stability Reserve	0000	9780	9,990,545.00					
Building Maintenance One-Time Funds	0000	9780		1,564,000.00				
Financial Stability Reserve	0000	9780		9,990,545.00				
Instructional Materials Adoptions	0000	9780		2,000,000.00				
Student Transportation Bus Replacement	0000	9780		1,000,000.00				
Technology Device Refresh	0000	9780		3,000,000.00				
Student Transportation Bus Replace	0000	9780				1,000,000.00		
Technology Device Refresh	0000	9780				3,000,000.00		
Instructional Materials Adoptions	0000	9780				2,000,000.00		
Building Maintenance One-time Funds	0000	9780				1,564,000.00		
Financial Stability Reserve	0000	9780				20,775,930.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	28,881,371.00	28,881,317.00		31,213,762.00		
Unassigned/Unappropriated Amount		9790	18,213,270.79	(60,352,136.00)		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	139,281,294.00	139,281,294.00	41,717,116.00	142,796,972.00	3,515,678.00	2.5%
Education Protection Account State Aid - Current Year		8012	43,331,935.00	43,331,935.00	11,193,154.00	42,683,371.00	(648,564.00)	-1.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	154,861.00	154,861.00	0.00	162,977.00	8,116.00	5.2%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	5,677.00	5,677.00	0.00	5,109.00	(568.00)	-10.0%
County & District Taxes								
Secured Roll Taxes		8041	26,125,312.00	26,125,312.00	0.00	24,166,482.00	(1,958,830.00)	-7.5%
Unsecured Roll Taxes		8042	506,069.00	506,069.00	0.00	32,649.00	(473,420.00)	-93.5%
Prior Years' Taxes		8043	89,399.00	89,399.00	95,597.47	71,519.00	(17,880.00)	-20.0%
Supplemental Taxes		8044	560,386.00	560,386.00	519,227.91	565,538.00	5,152.00	0.9%
Education Revenue Augmentation Fund (ERAF)		8045	1,349,470.00	1,349,470.00	217,366.58	186,479.00	(1,162,991.00)	-86.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,106,982.00	1,106,982.00	0.00	2,145,712.00	1,038,730.00	93.8%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			212,511,385.00	212,511,385.00	53,742,461.96	212,816,808.00	305,423.00	0.1%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(4,000,000.00)	(4,000,000.00)	0.00	(4,000,000.00)	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%
TOTAL, LCFF SOURCES			208,511,385.00	208,511,385.00	53,742,461.96	208,816,808.00	305,423.00	0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,063,104.00	3,063,104.00	22,259.12	3,324,433.00	261,329.00	8.5%
Special Education Discretionary Grants		8182	277,998.00	277,998.00	0.00	489,597.00	211,599.00	76.1%
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	4,541,712.00	4,541,712.00	927,774.22	5,697,408.00	1,155,696.00	25.4%
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	400,000.00	400,000.00	9,144.08	563,330.00	163,330.00	40.8%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	382.25	46,452.00	46,452.00	New
Title III, Part A, English Learner Program	4203	8290	1,354,410.00	1,354,410.00	326,074.88	1,519,141.00	164,731.00	12.2%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	481,634.00	481,634.00	232,534.60	1,133,261.00	651,627.00	135.3%
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	8,488,380.00	8,488,380.00	5,139,302.30	8,827,470.00	339,090.00	4.0%
TOTAL, FEDERAL REVENUE			18,607,238.00	18,607,238.00	6,657,471.45	21,601,092.00	2,993,854.00	16.1%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								

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General Fund
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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	429,712.00	429,712.00	122,926.00	439,027.00	9,315.00	2.2%
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	458,784.00	458,784.00	0.00	494,115.00	35,331.00	7.7%
Lottery - Unrestricted and Instructional Materials		8560	3,247,703.00	3,247,703.00	241,801.37	3,391,878.00	144,175.00	4.4%
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	3,681,717.00	3,681,717.00	0.00	3,681,717.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 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	29,923,308.00	29,923,308.00	9,242,214.50	36,799,547.00	6,876,239.00	23.0%
TOTAL, OTHER STATE REVENUE			37,741,224.00	37,741,224.00	9,606,941.87	44,806,284.00	7,065,060.00	18.7%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	5,000.00	5,000.00	0.00	5,000.00	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	220,000.00	220,000.00	55,579.96	220,000.00	0.00	0.0%

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General Fund
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Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Interest		8660	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,610,294.00	1,610,294.00	2,223,314.05	3,234,204.00	1,623,910.00	100.8%
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	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	12,371,189.00	12,371,189.00	3,362,470.00	12,371,189.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,206,483.00	15,206,483.00	5,641,364.01	16,830,393.00	1,623,910.00	10.7%
TOTAL, REVENUES			280,066,330.00	280,066,330.00	75,648,239.29	292,054,577.00	11,988,247.00	4.3%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	81,485,665.00	81,485,665.00	21,711,398.46	82,575,160.00	(1,089,495.00)	-1.3%
Certificated Pupil Support Salaries		1200	15,643,428.00	15,643,428.00	4,224,797.68	16,249,385.00	(605,957.00)	-3.9%
Certificated Supervisors' and Administrators' Salaries		1300	9,267,701.00	9,267,701.00	2,688,919.79	9,662,306.00	(394,605.00)	-4.3%
Other Certificated Salaries		1900	1,797,200.00	1,797,200.00	890,907.12	3,275,240.00	(1,478,040.00)	-82.2%
TOTAL, CERTIFICATED SALARIES			108,193,994.00	108,193,994.00	29,516,023.05	111,762,091.00	(3,568,097.00)	-3.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	11,414,641.00	11,414,641.00	2,391,611.86	11,156,224.00	258,417.00	2.3%
Classified Support Salaries		2200	11,462,167.00	11,462,167.00	2,945,720.66	12,774,570.00	(1,312,403.00)	-11.4%
Classified Supervisors' and Administrators' Salaries		2300	2,613,303.00	2,613,303.00	828,261.18	2,688,439.00	(75,136.00)	-2.9%
Clerical, Technical and Office Salaries		2400	12,623,448.00	12,623,448.00	3,324,419.27	13,817,457.00	(1,194,009.00)	-9.5%
Other Classified Salaries		2900	5,627,903.00	5,627,903.00	1,421,895.46	6,457,405.00	(829,502.00)	-14.7%
TOTAL, CLASSIFIED SALARIES			43,741,462.00	43,741,462.00	10,911,708.43	46,894,095.00	(3,152,633.00)	-7.2%

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
EMPLOYEE BENEFITS								
STRS		3101-3102	20,467,164.00	20,467,164.00	5,348,451.81	20,506,135.00	(38,971.00)	-0.2%
PERS		3201-3202	12,685,660.00	12,685,660.00	3,069,966.14	13,477,152.00	(791,492.00)	-6.2%
OASDI/Medicare/Alternative		3301-3302	5,037,175.00	5,037,175.00	1,296,875.54	5,305,573.00	(268,398.00)	-5.3%
Health and Welfare Benefits		3401-3402	16,008,593.00	16,008,593.00	4,470,192.38	16,700,201.00	(691,608.00)	-4.3%
Unemployment Insurance		3501-3502	169,230.00	169,230.00	23,712.16	89,359.00	79,871.00	47.2%
Workers' Compensation		3601-3602	2,802,463.00	2,802,463.00	750,773.13	2,944,996.00	(142,533.00)	-5.1%
OPEB, Allocated		3701-3702	3,889,432.00	3,889,432.00	1,028,258.70	5,150,837.00	(1,261,405.00)	-32.4%
OPEB, Active Employees		3751-3752	12.00	12.00	0.00	12.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			61,059,729.00	61,059,729.00	15,988,229.86	64,174,265.00	(3,114,536.00)	-5.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,174,470.00	2,174,470.00	394,064.29	2,300,000.00	(125,530.00)	-5.8%
Books and Other Reference Materials		4200	934,038.00	934,038.00	335,066.27	1,160,721.00	(226,683.00)	-24.3%
Materials and Supplies		4300	10,122,438.00	10,122,438.00	1,319,378.05	9,948,765.00	173,673.00	1.7%
Noncapitalized Equipment		4400	4,339,925.00	4,339,925.00	722,383.46	4,601,695.00	(261,770.00)	-6.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			17,570,871.00	17,570,871.00	2,770,892.07	18,011,181.00	(440,310.00)	-2.5%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	24,771,126.00	24,771,126.00	4,075,303.12	34,439,564.00	(9,668,438.00)	-39.0%
Travel and Conferences		5200	1,394,116.00	1,394,116.00	233,162.22	1,470,304.00	(76,188.00)	-5.5%
Dues and Memberships		5300	139,877.00	139,877.00	113,561.48	134,142.00	5,735.00	4.1%
Insurance		5400-5450	3,516,775.00	3,516,775.00	3,088,582.00	3,516,775.00	0.00	0.0%
Operations and Housekeeping Services		5500	4,173,000.00	4,173,000.00	1,148,596.48	4,163,000.00	10,000.00	0.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,153,274.00	1,153,274.00	237,518.70	1,175,695.00	(22,421.00)	-1.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	29,575.00	29,575.00	101,939.18	187,068.00	(157,493.00)	-532.5%
Professional/Consulting Services and Operating Expenditures		5800	15,486,885.00	15,486,885.00	6,608,169.13	18,167,083.00	(2,680,198.00)	-17.3%
Communications		5900	1,704,709.00	1,704,709.00	446,683.15	1,446,523.00	258,186.00	15.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			52,369,337.00	52,369,337.00	16,053,515.46	64,700,154.00	(12,330,817.00)	-23.5%
CAPITAL OUTLAY								
Land		6100	2,500.00	2,500.00	0.00	2,500.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	55,000.00	(55,000.00)	New
Buildings and Improvements of Buildings		6200	3,016,650.00	3,016,650.00	2,480.30	3,016,650.00	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	801,185.00	801,185.00	0.00	1,463,173.00	(661,988.00)	-82.6%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			3,820,335.00	3,820,335.00	2,480.30	4,537,323.00	(716,988.00)	-18.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								

2023-24 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
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	2,387,300.00	2,387,300.00	200,911.00	2,387,300.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,387,300.00	2,387,300.00	200,911.00	2,387,300.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(329,318.00)	(329,318.00)	0.00	(328,792.00)	(526.00)	0.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(329,318.00)	(329,318.00)	0.00	(328,792.00)	(526.00)	0.2%
TOTAL, EXPENDITURES			288,813,710.00	288,813,710.00	75,443,760.17	312,137,617.00	(23,323,907.00)	-8.1%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	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%

General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from 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 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2023-24 Projected Totals
2600	Expanded Learning Opportunities Program	11,231,408.00
6211	Literacy Coaches and Reading Specialists Grant Program	3,317,525.00
6266	Educator Effectiveness, FY 2021-22	1,365,019.00
6300	Lottery: Instructional Materials	1,075,717.00
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Program)	9,315.00
6546	Mental Health-Related Services	1,204,872.00
6547	Special Education Early Intervention Preschool Grant	3,339,029.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	5,480,148.00
7085	Learning Communities for School Success Program	1,281,427.00
7388	SB 117 COVID-19 LEA Response Funds	209,181.00
7425	Expanded Learning Opportunities (ELO) Grant	286,606.00
7435	Learning Recovery Emergency Block Grant	20,923,075.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	7,133,592.00
9010	Other Restricted Local	4,482,088.00
Total, Restricted Balance		61,339,002.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			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)
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	207,785.29	0.00		207,784.00	207,784.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			207,785.29	0.00		207,784.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			207,785.29	0.00		207,784.00		
2) Ending Balance, June 30 (E + F1e)			207,785.29	0.00		207,784.00		
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								
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		
REVENUES								
Sale of Equipment and Supplies		8631	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%
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%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			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)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
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%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	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%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Project Year Totals
8210	Student Activity Funds	207,784.00
Total, Restricted Balance		207,784.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	(318,790.00)	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	(318,790.00)	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	(61.48)	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	(61.48)	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(318,728.52)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(318,728.52)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	632,224.82	0.00		632,225.00	632,225.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			632,224.82	0.00		632,225.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			632,224.82	0.00		632,225.00		
2) Ending Balance, June 30 (E + F1e)			632,224.82	0.00		632,225.00		
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								
c) Committed		9740	632,224.82	0.00		632,225.00		

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)
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		
FEDERAL REVENUE								
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	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	(318,790.00)	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	(318,790.00)	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	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								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	(318,790.00)	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
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%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	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	(61.48)	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	(61.48)	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%

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)
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	(61.48)	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
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%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5059	Child Development: ARP California State Preschool Program One- time Stipend	96,302.00
6130	Child Development: Center-Based Reserve Account	304,518.00
9010	Other Restricted Local	231,405.00
Total, Restricted Balance		632,225.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,687,175.00	9,687,175.00	676,695.26	10,060,897.00	373,722.00	3.9%
3) Other State Revenue		8300-8599	2,529,052.00	2,529,052.00	444,107.95	2,529,052.00	0.00	0.0%
4) Other Local Revenue		8600-8799	16,000.00	16,000.00	1,484.00	16,000.00	0.00	0.0%
5) TOTAL, REVENUES			12,232,227.00	12,232,227.00	1,122,287.21	12,605,949.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,176,681.00	4,176,681.00	1,034,702.66	4,537,166.00	(360,485.00)	-8.6%
3) Employee Benefits		3000-3999	1,819,281.00	1,819,281.00	456,900.88	2,007,329.00	(188,048.00)	-10.3%
4) Books and Supplies		4000-4999	5,979,934.00	5,979,934.00	890,738.41	6,323,431.00	(343,497.00)	-5.7%
5) Services and Other Operating Expenditures		5000-5999	149,862.00	149,862.00	(56,708.18)	(6,779.00)	156,641.00	104.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	60,300.00	(60,300.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	329,318.00	329,318.00	0.00	328,792.00	526.00	0.2%
9) TOTAL, EXPENDITURES			12,455,076.00	12,455,076.00	2,325,633.77	13,250,239.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(222,849.00)	(222,849.00)	(1,203,346.56)	(644,290.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(222,849.00)	(222,849.00)	(1,203,346.56)	(644,290.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,969,626.94	0.00		9,969,627.00	9,969,627.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,969,626.94	0.00		9,969,627.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,969,626.94	0.00		9,969,627.00		
2) Ending Balance, June 30 (E + F1e)			9,746,777.94	(222,849.00)		9,325,337.00		
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	9,746,777.94	58,064.00		9,325,337.00		

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)
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	(280,913.00)		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	9,687,175.00	9,687,175.00	602,175.26	9,978,097.00	290,922.00	3.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	74,520.00	82,800.00	82,800.00	New
TOTAL, FEDERAL REVENUE			9,687,175.00	9,687,175.00	676,695.26	10,060,897.00	373,722.00	3.9%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	2,529,052.00	2,529,052.00	444,107.95	2,529,052.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,529,052.00	2,529,052.00	444,107.95	2,529,052.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	1,484.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	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	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			16,000.00	16,000.00	1,484.00	16,000.00	0.00	0.0%
TOTAL, REVENUES			12,232,227.00	12,232,227.00	1,122,287.21	12,605,949.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,769,451.00	3,769,451.00	903,239.06	4,136,048.00	(366,597.00)	-9.7%
Classified Supervisors' and Administrators' Salaries		2300	251,737.00	251,737.00	92,973.54	224,823.00	26,914.00	10.7%
Clerical, Technical and Office Salaries		2400	155,493.00	155,493.00	38,490.06	176,295.00	(20,802.00)	-13.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,176,681.00	4,176,681.00	1,034,702.66	4,537,166.00	(360,485.00)	-8.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	1,101,926.00	1,101,926.00	266,123.66	1,200,737.00	(98,811.00)	-9.0%
OASDI/Medicare/Alternative		3301-3302	312,015.00	312,015.00	77,084.21	340,833.00	(28,818.00)	-9.2%

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)
Health and Welfare Benefits		3401-3402	269,649.00	269,649.00	76,598.58	269,603.00	46.00	0.0%
Unemployment Insurance		3501-3502	3,187.00	3,187.00	504.56	2,226.00	961.00	30.2%
Workers' Compensation		3601-3602	74,343.00	74,343.00	19,185.54	85,679.00	(11,336.00)	-15.2%
OPEB, Allocated		3701-3702	58,161.00	58,161.00	17,404.33	108,251.00	(50,090.00)	-86.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,819,281.00	1,819,281.00	456,900.88	2,007,329.00	(188,048.00)	-10.3%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	396,553.00	396,553.00	73,176.63	298,680.00	97,873.00	24.7%
Noncapitalized Equipment		4400	5,000.00	5,000.00	0.00	27,500.00	(22,500.00)	-450.0%
Food		4700	5,578,381.00	5,578,381.00	817,561.78	5,997,251.00	(418,870.00)	-7.5%
TOTAL, BOOKS AND SUPPLIES			5,979,934.00	5,979,934.00	890,738.41	6,323,431.00	(343,497.00)	-5.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	6,394.00	6,394.00	621.56	6,456.00	(62.00)	-1.0%
Dues and Memberships		5300	4,150.00	4,150.00	43.00	4,150.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	39,362.00	39,362.00	7,094.16	39,362.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,880.00	30,880.00	1,860.30	30,880.00	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	(29,575.00)	(29,575.00)	(101,939.18)	(187,068.00)	157,493.00	-532.5%
Professional/Consulting Services and Operating Expenditures		5800	97,208.00	97,208.00	35,459.50	97,997.00	(789.00)	-0.8%
Communications		5900	1,443.00	1,443.00	152.48	1,444.00	(1.00)	-0.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			149,862.00	149,862.00	(56,708.18)	(6,779.00)	156,641.00	104.5%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	60,300.00	(60,300.00)	New
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	60,300.00	(60,300.00)	New
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	329,318.00	329,318.00	0.00	328,792.00	526.00	0.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			329,318.00	329,318.00	0.00	328,792.00	526.00	0.2%
TOTAL, EXPENDITURES			12,455,076.00	12,455,076.00	2,325,633.77	13,250,239.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,428,588.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	685,036.00
5330	Child Nutrition: Summer Food Service Program Operations	4,402,203.00
5467	Child Nutrition: Local Food for Schools	1.00
7032	Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds	809,509.00
Total, Restricted Balance		9,325,337.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	4,000,000.00	4,000,000.00	0.00	4,000,000.00	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			4,005,000.00	4,005,000.00	0.00	4,005,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,050,825.00	1,050,825.00	0.00	1,050,825.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	197,375.00	197,375.00	9,447.50	197,375.00	0.00	0.0%
6) Capital Outlay		6000-6999	6,756,800.00	6,756,800.00	928,047.48	6,756,800.00	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			8,005,000.00	8,005,000.00	937,494.98	8,005,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(4,000,000.00)	(4,000,000.00)	(937,494.98)	(4,000,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(4,000,000.00)	(4,000,000.00)	(937,494.98)	(4,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,413,208.03	0.00		6,413,208.00	6,413,208.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,413,208.03	0.00		6,413,208.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,413,208.03	0.00		6,413,208.00		
2) Ending Balance, June 30 (E + F1e)			2,413,208.03	(4,000,000.00)		2,413,208.00		
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	2,413,208.03	0.00		2,413,208.00		

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)
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	(4,000,000.00)		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.0%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
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%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
TOTAL, REVENUES			4,005,000.00	4,005,000.00	0.00	4,005,000.00		
CLASSIFIED SALARIES								
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%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,048,200.00	1,048,200.00	0.00	1,048,200.00	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)
Noncapitalized Equipment		4400	2,625.00	2,625.00	0.00	2,625.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,050,825.00	1,050,825.00	0.00	1,050,825.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
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	197,375.00	197,375.00	9,447.50	197,375.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			197,375.00	197,375.00	9,447.50	197,375.00	0.00	0.0%
CAPITAL OUTLAY								
Land Improvements		6170	2,128,000.00	2,128,000.00	655,752.17	2,128,000.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	4,628,800.00	4,628,800.00	272,295.31	4,628,800.00	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%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			6,756,800.00	6,756,800.00	928,047.48	6,756,800.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			8,005,000.00	8,005,000.00	937,494.98	8,005,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

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)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	2,413,208.00
Total, Restricted Balance		2,413,208.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	500,000.00	500,000.00	New
5) TOTAL, REVENUES			0.00	0.00	0.00	500,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	1,400,000.00	(1,400,000.00)	New
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	22,770,705.00	22,770,705.00	3,337,033.64	13,300,000.00	9,470,705.00	41.6%
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			22,770,705.00	22,770,705.00	3,337,033.64	14,700,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(22,770,705.00)	(22,770,705.00)	(3,337,033.64)	(14,200,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(22,770,705.00)	(22,770,705.00)	(3,337,033.64)	(14,200,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	76,104,521.35	0.00		76,104,522.00	76,104,522.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			76,104,521.35	0.00		76,104,522.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			76,104,521.35	0.00		76,104,522.00		
2) Ending Balance, June 30 (E + F1e)			53,333,816.35	(22,770,705.00)		61,904,522.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

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)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	52,642,377.61	0.00		60,713,083.00		
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	691,438.74	0.00		1,191,439.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(22,770,705.00)		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		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%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	500,000.00	500,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	500,000.00	500,000.00	New
TOTAL, REVENUES			0.00	0.00	0.00	500,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	600,000.00	(600,000.00)	New
Noncapitalized Equipment		4400	0.00	0.00	0.00	800,000.00	(800,000.00)	New
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	1,400,000.00	(1,400,000.00)	New
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	81,000.00	81,000.00	0.00	0.00	81,000.00	100.0%
Land Improvements		6170	154,783.00	154,783.00	0.00	0.00	154,783.00	100.0%
Buildings and Improvements of Buildings		6200	20,837,854.00	20,837,854.00	3,337,033.64	13,200,000.00	7,637,854.00	36.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,697,068.00	1,697,068.00	0.00	100,000.00	1,597,068.00	94.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	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)
TOTAL, CAPITAL OUTLAY			22,770,705.00	22,770,705.00	3,337,033.64	13,300,000.00	9,470,705.00	41.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,770,705.00	22,770,705.00	3,337,033.64	14,700,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								

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)
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	60,713,083.00
Total, Restricted Balance		60,713,083.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	122,619.08	145,719.00	145,719.00	New
5) TOTAL, REVENUES			0.00	0.00	122,619.08	145,719.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	105,437.20	135,833.00	(135,833.00)	New
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	384,844.91	961,095.00	(961,095.00)	New
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	490,282.11	1,096,928.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(367,663.03)	(951,209.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(367,663.03)	(951,209.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,476,800.33	0.00		8,476,800.00	8,476,800.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,476,800.33	0.00		8,476,800.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,476,800.33	0.00		8,476,800.00		
2) Ending Balance, June 30 (E + F1e)			8,476,800.33	0.00		7,525,591.00		
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		9740	8,476,800.33	0.00		7,525,591.00		
c) Committed								

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)
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		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	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								
Mitigation/Developer Fees		8681	0.00	0.00	122,619.08	145,719.00	145,719.00	New
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	122,619.08	145,719.00	145,719.00	New
TOTAL, REVENUES			0.00	0.00	122,619.08	145,719.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	103,318.89	129,033.00	(129,033.00)	New
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	2,118.31	6,800.00	(6,800.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	105,437.20	135,833.00	(135,833.00)	New
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

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)
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	194,844.91	581,095.00	(581,095.00)	New
Other Debt Service - Principal		7439	0.00	0.00	190,000.00	380,000.00	(380,000.00)	New
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	384,844.91	961,095.00	(961,095.00)	New
TOTAL, EXPENDITURES			0.00	0.00	490,282.11	1,096,928.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	7,525,591.00
Total, Restricted Balance		7,525,591.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	7,001,068.00	7,001,068.00	0.00	7,001,068.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			7,001,068.00	7,001,068.00	0.00	7,001,068.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	7,001,068.00	7,001,068.00	353,700.31	7,001,068.00	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			7,001,068.00	7,001,068.00	353,700.31	7,001,068.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			0.00	0.00	(353,700.31)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)								
			0.00	0.00	(353,700.31)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	11,406,415.40	0.00		11,406,416.00	11,406,416.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,406,415.40	0.00		11,406,416.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			11,406,415.40	0.00		11,406,416.00		
2) Ending Balance, June 30 (E + F1e)			11,406,415.40	0.00		11,406,416.00		
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		9740	11,406,415.40	0.00		11,406,416.00		

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)
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		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	7,001,068.00	7,001,068.00	0.00	7,001,068.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			7,001,068.00	7,001,068.00	0.00	7,001,068.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	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%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			7,001,068.00	7,001,068.00	0.00	7,001,068.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								

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)
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	7,058.86	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	7,001,068.00	7,001,068.00	346,641.45	7,001,068.00	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%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			7,001,068.00	7,001,068.00	353,700.31	7,001,068.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			7,001,068.00	7,001,068.00	353,700.31	7,001,068.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from 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%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
7700	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program	1,224,668.00
7710	State School Facilities Projects	10,181,748.00
Total, Restricted Balance		11,406,416.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	118,920.00	118,920.00	0.00	102,384.00	(16,536.00)	-13.9%
4) Other Local Revenue		8600-8799	18,541,014.00	18,541,014.00	152,197.71	17,710,821.00	(830,193.00)	-4.5%
5) TOTAL, REVENUES			18,659,934.00	18,659,934.00	152,197.71	17,813,205.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	19,373,682.00	19,373,682.00	13,204,581.60	19,373,682.00	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			19,373,682.00	19,373,682.00	13,204,581.60	19,373,682.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(713,748.00)	(713,748.00)	(13,052,383.89)	(1,560,477.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	7,475.00	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	7,475.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(713,748.00)	(713,748.00)	(13,044,908.89)	(1,560,477.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	18,792,503.18	18,209,486.00		18,792,504.00	583,018.00	3.2%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,792,503.18	18,209,486.00		18,792,504.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,792,503.18	18,209,486.00		18,792,504.00		
2) Ending Balance, June 30 (E + F1e)			18,078,755.18	17,495,738.00		17,232,027.00		
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		9740	18,064,057.29	17,495,738.00		17,217,329.00		

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)
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	14,697.89	0.00		14,698.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	118,920.00	118,920.00	0.00	102,384.00	(16,536.00)	-13.9%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			118,920.00	118,920.00	0.00	102,384.00	(16,536.00)	-13.9%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	17,737,417.00	17,737,417.00	0.00	16,761,982.00	(975,435.00)	-5.5%
Unsecured Roll		8612	742,597.00	742,597.00	0.00	792,839.00	50,242.00	6.8%
Prior Years' Taxes		8613	0.00	0.00	32,913.69	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	119,284.02	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	61,000.00	61,000.00	0.00	156,000.00	95,000.00	155.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			18,541,014.00	18,541,014.00	152,197.71	17,710,821.00	(830,193.00)	-4.5%
TOTAL, REVENUES			18,659,934.00	18,659,934.00	152,197.71	17,813,205.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	7,937,480.00	7,937,480.00	7,720,479.55	7,937,480.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	11,436,202.00	11,436,202.00	5,484,102.05	11,436,202.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			19,373,682.00	19,373,682.00	13,204,581.60	19,373,682.00	0.00	0.0%
TOTAL, EXPENDITURES			19,373,682.00	19,373,682.00	13,204,581.60	19,373,682.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	7,475.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	7,475.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	7,475.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	17,217,329.00
Total, Restricted Balance		17,217,329.00

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)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	1,010,305.91	0.00	0.00	0.0%
6) Depreciation and Amortization		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			0.00	0.00	1,010,305.91	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)								
			0.00	0.00	(1,010,305.91)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)								
			0.00	0.00	(1,010,305.91)	0.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	11,137,257.13	0.00		11,137,257.00	11,137,257.00	New
b) Audit Adjustments		9793	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)
c) As of July 1 - Audited (F1a + F1b)			11,137,257.13	0.00		11,137,257.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,137,257.13	0.00		11,137,257.00		
2) Ending Net Position, June 30 (E + F1e)			11,137,257.13	0.00		11,137,257.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	11,137,257.13	0.00		11,137,257.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
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								
In-District Premiums/Contributions		8674	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%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,010,305.91	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	1,010,305.91	0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	1,010,305.91	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2023-24 Projected Totals
9010	Other Restricted Local	11,137,257.00
Total, Restricted Net Position		11,137,257.00

Assumptions			
Multi-Year Budget Projection			
	2023-24	2024-25	2025-26
Revenues:	Year 1- Budget Year	Year 2 - Projections	Year 3 - Projection
Revenue Sources			
COLAs Used	8.22%	3.94%	3.29%
Unduplicated Count %	90.98%	91.23%	91.23%
District Funded ADA	14,068.68	13,222.30	12,695.10
Property Taxes			
Used CY County P-2 Estimate (\$27.33M)	Used CY County P-2 Estimate (\$27.33M)	Used CY County P-2 Estimate (\$27.33M)	Used CY County P-2 Estimate (\$27.33M)
Federal Revenue			
Current year projected allocation	Adjusted to decline in enrollment/ADA	Adjusted to decline in enrollment/ADA	Adjusted to decline in enrollment/ADA
\$494K in Mandated Block Grant, \$2.4M in Lottery	\$4475K in Mandated Block Grant, \$2.34M in Lottery	\$463K in Mandated Block Grant, \$2.26M in Lottery	
Other State - Unrestricted	\$980K in Lottery	\$954K in Lottery	\$922K in Lottery
Other State - Restricted			
Local	\$12.37M Special Ed, \$1M Interest	\$12.37M Special Ed, \$500K Interest	\$12.37M Special Ed, \$500K Interest
Expenditures			
Certificated Salaries			
Step and Column Costs	1.3% of total Certificated	1.3% of total Certificated	1.3% of total Certificated
Staffing		Reduction of 20 FTE to commensurate with declining enrollment	Reduction of 15 FTE to commensurate with declining enrollment
Other Adjustments	None	None	None
Classified Salaries			
Step and Column Costs	1.3% of total Classified	1.3% of total Classified	1.3% of total Classified
Staffing	None	No changes from 2023-24	No changes from 2024-25
Other Adjustments	None	None	None
Employee Benefits			
Statutory Benefits (Fixed)	STRS 19.70%, PERS 26.68%, SUI 0.05%, OASDI 6.2%, W/C 1.78%	STRS 19.70%, PERS 27.70%, SUI 0.05%, OASDI 6.2%, W/C 1.78%	STRS 19.70%, PERS 28.30%, SUI 0.05%, OASDI 6.2%, W/C 1.78%
Health and Welfare	Hard cap, varies by CBA	Hard cap, varies by CBA	Hard cap, varies by CBA
Books and Supplies			
	increased costs to recognize prior year carryover revenues	Increased by rising costs, adjusted to expected current year revenues	Increased by rising costs, adjusted to expected current year revenues
Services, Other Oper Exp			
	Insurance - Property increase by 100% of PY, Liability Insurance increase of 30% from PY, Utilities 10% increase from PY, SpEd transportation 30% increase from PY, General Transportation contract 25% increase from PY, Escape (Financial System contract with VCOE) 10% increase from PY.	Insurance - Property increase by 50% of 2023-24, Liability Insurance increase of 30% from 2023--24. All others increased by rising costs	Insurance - Property increase by 50% of 2023-24, Liability Insurance increase of 30% from 2023--24. All others increased by rising costs
Capital Outlay			
	One-time purchase of student buses	No expenditures budgeted	No expenditures budgeted
Contributions			
	\$8.4M to RRM \$41.1M to SpED	\$8.5M to RRM \$40.0M to SpED	\$8.6M to RRM \$40.0M to SpED

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,816,808.00	(2.18%)	204,255,788.00	(.78%)	202,669,055.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	
3. Other State Revenues	8300-8599	4,839,560.00	(.12%)	4,833,838.30	(.53%)	4,808,315.12
4. Other Local Revenues	8600-8799	2,604,827.00	(19.20%)	2,104,827.00	0.00%	2,104,827.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(49,590,993.00)	(2.06%)	(48,569,577.88)	.02%	(48,580,361.22)
6. Total (Sum lines A1 thru A5c)		166,670,202.00	(2.43%)	162,624,875.42	(1.00%)	161,001,835.90
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				80,148,483.00		76,590,413.28
b. Step & Column Adjustment				1,041,930.28		995,675.38
c. Cost-of-Living Adjustment						
d. Other Adjustments				(4,600,000.00)		(1,500,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	80,148,483.00	(4.44%)	76,590,413.28	(.66%)	76,086,088.66
2. Classified Salaries						
a. Base Salaries				25,558,580.00		24,198,410.27
b. Step & Column Adjustment				332,261.53		314,579.34
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,692,431.26)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	25,558,580.00	(5.32%)	24,198,410.27	1.30%	24,512,989.61
3. Employee Benefits	3000-3999	43,121,715.00	(6.35%)	40,384,708.15	(1.20%)	39,899,246.61
4. Books and Supplies	4000-4999	10,368,719.00	(29.36%)	7,324,063.00	(4.10%)	7,024,063.00
5. Services and Other Operating Expenditures	5000-5999	22,332,540.00	(10.71%)	19,940,591.98	(1.91%)	19,559,495.26
6. Capital Outlay	6000-6999	168,452.00	(100.00%)	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	500,000.00	0.00%	500,000.00	0.00%	500,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,989,217.00)	50.44%	(2,992,539.24)	.88%	(3,018,848.46)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		180,209,272.00	(7.92%)	165,945,647.44	(.83%)	164,563,034.68
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(13,539,070.00)		(3,320,772.02)		(3,561,198.78)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		73,332,541.00		59,793,471.00		56,472,698.98
2. Ending Fund Balance (Sum lines C and D1)		59,793,471.00		56,472,698.98		52,911,500.20
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	239,779.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	28,339,930.00		28,125,624.98		24,658,895.20
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
1. Reserve for Economic Uncertainties	9789	31,213,762.00		28,227,074.00		28,132,605.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		59,793,471.00		56,472,698.98		52,911,500.20
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	31,213,762.00		28,227,074.00		28,132,605.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		31,213,762.00		28,227,074.00		28,132,605.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
<p>Certificated Salaries 2024/25 Shifted 2.6M salaries from Unrestricted to Restricted Resources (26 FTE @ 100K salary) Reduced 2M in salaries due to Enrollment and ADA decline (20 FTE @100K salary) Total Certificated reduction = 4.6M Certificated Salaries 25/26 Reduced 1.5M in salaries due to Enrollment and ADA decline (15 FTE @100K salary) Shifted 124,656 in classified salaries from various Restricted Resources to Unrestricted due to expiration of resources. Reduction of 1,817,087 for 22/23 salaries due to CSEA Retro 22/23. Total reduction in classified: 1,692,431</p>						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	21,601,092.00	(48.72%)	11,077,364.20	.16%	11,095,180.81
3. Other State Revenues	8300-8599	39,966,724.00	(8.32%)	36,642,397.21	3.11%	37,781,868.82
4. Other Local Revenues	8600-8799	14,225,566.00	(1.79%)	13,971,189.00	0.00%	13,971,189.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	49,590,993.00	(2.06%)	48,569,577.88	.02%	48,580,361.22
6. Total (Sum lines A1 thru A5c)		125,384,375.00	(12.06%)	110,260,528.29	1.06%	111,428,599.85
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				31,613,608.00		34,563,084.66
b. Step & Column Adjustment				410,976.91		449,320.13
c. Cost-of-Living Adjustment						
d. Other Adjustments				2,538,499.75		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	31,613,608.00	9.33%	34,563,084.66	1.30%	35,012,404.79
2. Classified Salaries						
a. Base Salaries				21,335,515.00		19,987,466.13
b. Step & Column Adjustment				277,361.69		259,837.06
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,625,410.56)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	21,335,515.00	(6.32%)	19,987,466.13	1.30%	20,247,303.19
3. Employee Benefits	3000-3999	21,052,550.00	(3.60%)	20,294,235.60	1.64%	20,626,622.52
4. Books and Supplies	4000-4999	7,642,462.00	(28.06%)	5,497,630.61	(.54%)	5,467,849.87
5. Services and Other Operating Expenditures	5000-5999	42,367,614.00	(25.98%)	31,361,629.88	(1.91%)	30,761,473.98
6. Capital Outlay	6000-6999	4,368,871.00	(98.40%)	70,000.00	0.00%	70,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,887,300.00	0.00%	1,887,300.00	0.00%	1,887,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,660,425.00	60.43%	2,663,747.24	.99%	2,690,056.46
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		131,928,345.00	(11.83%)	116,325,094.12	.38%	116,763,010.81
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(6,543,970.00)		(6,064,565.83)		(5,334,410.96)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		67,882,972.00		61,339,002.00		55,274,436.17
2. Ending Fund Balance (Sum lines C and D1)		61,339,002.00		55,274,436.17		49,940,025.21
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	61,339,002.00		55,274,436.17		49,940,025.21
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		61,339,002.00		55,274,436.17		49,940,025.21
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
<p>Certificated Salaries Shifted 2.6M salaries from Unrestricted to Restricted Resources (26 FTE @ 100K salary) Reduction 61,500 extra hourly salaries due to expiration of resources Total Certificated adjustments = 2,538,499.75 Classified Salaries Shifted 124,656 in classified salaries from various expiring restricted resources to unrestricted Reduction of 514,090 due to expiring resources Reduction of 986,665 for CSEA Retro 22/23. Salaries are inflated for current year as it includes amounts for 22/23 Total reduction in classified: 1,625,411</p>						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	208,816,808.00	(2.18%)	204,255,788.00	(.78%)	202,669,055.00
2. Federal Revenues	8100-8299	21,601,092.00	(48.72%)	11,077,364.20	.16%	11,095,180.81
3. Other State Revenues	8300-8599	44,806,284.00	(7.43%)	41,476,235.51	2.69%	42,590,183.94
4. Other Local Revenues	8600-8799	16,830,393.00	(4.48%)	16,076,016.00	0.00%	16,076,016.00
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)		292,054,577.00	(6.56%)	272,885,403.71	(.17%)	272,430,435.75
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				111,762,091.00		111,153,497.94
b. Step & Column Adjustment				1,452,907.19		1,444,995.51
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(2,061,500.25)		(1,500,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	111,762,091.00	(.54%)	111,153,497.94	(.05%)	111,098,493.45
2. Classified Salaries						
a. Base Salaries				46,894,095.00		44,185,876.40
b. Step & Column Adjustment				609,623.22		574,416.40
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,317,841.82)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	46,894,095.00	(5.78%)	44,185,876.40	1.30%	44,760,292.80
3. Employee Benefits	3000-3999	64,174,265.00	(5.45%)	60,678,943.75	(.25%)	60,525,869.13
4. Books and Supplies	4000-4999	18,011,181.00	(28.81%)	12,821,693.61	(2.57%)	12,491,912.87
5. Services and Other Operating Expenditures	5000-5999	64,700,154.00	(20.71%)	51,302,221.86	(1.91%)	50,320,969.24
6. Capital Outlay	6000-6999	4,537,323.00	(98.46%)	70,000.00	0.00%	70,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,387,300.00	0.00%	2,387,300.00	0.00%	2,387,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(328,792.00)	0.00%	(328,792.00)	0.00%	(328,792.00)
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				0.00		0.00
11. Total (Sum lines B1 thru B10)		312,137,617.00	(9.57%)	282,270,741.56	(.33%)	281,326,045.49
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(20,083,040.00)		(9,385,337.85)		(8,895,609.74)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		141,215,513.00		121,132,473.00		111,747,135.15
2. Ending Fund Balance (Sum lines C and D1)		121,132,473.00		111,747,135.15		102,851,525.41
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	239,779.00		120,000.00		120,000.00
b. Restricted	9740	61,339,002.00		55,274,436.17		49,940,025.21
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	28,339,930.00		28,125,624.98		24,658,895.20
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	31,213,762.00		28,227,074.00		28,132,605.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		121,132,473.00		111,747,135.15		102,851,525.41
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	31,213,762.00		28,227,074.00		28,132,605.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
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)		31,213,762.00		28,227,074.00		28,132,605.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		10.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		12,645.50		12,311.18		11,896.25
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		312,137,617.00		282,270,741.56		281,326,045.49
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)		312,137,617.00		282,270,741.56		281,326,045.49
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)		9,364,128.51		8,468,122.25		8,439,781.36
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)		9,364,128.51		8,468,122.25		8,439,781.36
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 (2023-24)				
District Regular	14,068.68	14,069.68		
Charter School	0.00	0.00		
Total ADA	14,068.68	14,069.68	0.0%	Met
1st Subsequent Year (2024-25)				
District Regular	13,190.97	13,223.30		
Charter School				
Total ADA	13,190.97	13,223.30	.2%	Met
2nd Subsequent Year (2025-26)				
District Regular	12,600.51	12,696.10		
Charter School				
Total ADA	12,600.51	12,696.10	.8%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

District's Enrollment Standard Percentage Range:

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 (2023-24)	District Regular	13,423.00	13,391.00	
	Charter School			
	Total Enrollment	13,423.00	13,391.00	(.2%)
1st Subsequent Year (2024-25)	District Regular	12,963.00	12,891.00	
	Charter School			
	Total Enrollment	12,963.00	12,891.00	(.6%)
2nd Subsequent Year (2025-26)	District Regular	12,503.00	12,392.00	
	Charter School			
	Total Enrollment	12,503.00	12,392.00	(.9%)

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
	Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Form 01CS, Item 2A)	
Third Prior Year (2020-21)			
District Regular	15,194	15,132	
Charter School			
Total ADA/Enrollment	15,194	15,132	100.4%
Second Prior Year (2021-22)			
District Regular	13,089	14,381	
Charter School			
Total ADA/Enrollment	13,089	14,381	91.0%
First Prior Year (2022-23)			
District Regular	13,006	13,883	
Charter School			
Total ADA/Enrollment	13,006	13,883	93.7%
Historical Average Ratio:			95.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.5%

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	Enrollment	Ratio of ADA to Enrollment	Status
	(Form AI, Lines A4 and C4)	CBEDS/Projected (Criterion 2, Item 2A)		
Current Year (2023-24)				
District Regular	12,646	13,391		
Charter School	0			
Total ADA/Enrollment	12,646	13,391	94.4%	Met
1st Subsequent Year (2024-25)				
District Regular	12,311	12,891		
Charter School				
Total ADA/Enrollment	12,311	12,891	95.5%	Met
2nd Subsequent Year (2025-26)				
District Regular	11,896	12,392		
Charter School				
Total ADA/Enrollment	11,896	12,392	96.0%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The district is expecting for ADA to recover to pre-pandemic levels.

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 (2023-24)	212,511,385.00		
1st Subsequent Year (2024-25)	207,202,712.00	208,255,788.00	.5%	Met
2nd Subsequent Year (2025-26)	204,757,506.00	206,669,055.00	.9%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000- 3999)	Total Expenditures (Form 01, Objects 1000- 7499)	
	Third Prior Year (2020-21)	117,745,958.53	
Second Prior Year (2021-22)	126,852,400.67	150,176,037.93	84.5%
First Prior Year (2022-23)	163,092,654.62	179,395,374.17	90.9%
	Historical Average Ratio:		88.2%

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.2% to 91.2%	85.2% to 91.2%	85.2% to 91.2%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000- 3999)	Total Expenditures (Form 011, Objects 1000- 7499)		
	Current Year (2023-24)	148,828,778.00		
1st Subsequent Year (2024-25)	141,173,531.70	165,945,647.44	85.1%	Not Met
2nd Subsequent Year (2025-26)	140,498,324.88	164,563,034.68	85.4%	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's ratio of unrestricted salaries and benefits to total unrestricted general fund expenditures, is slightly lower than the standard, due to a shift of salaries to restricted funds.

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	First Interim	Percent Change	Change Is Outside Explanation Range
	Budget (Form 01CS, Item 6B)	Projected Year Totals (Fund 01) (Form MYPI)		

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2023-24)	18,607,238.00	21,601,092.00	16.1%	Yes
1st Subsequent Year (2024-25)	17,303,029.00	11,077,364.20	-36.0%	Yes
2nd Subsequent Year (2025-26)	16,369,655.00	11,095,180.81	-32.2%	Yes

Explanation:
(required if Yes)

At the time of Budget Adoption, no carry forward revenue was recorded for Federal programs such as Title funds, and ESSER R3213. First interim properly reflects carry over revenues.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2023-24)	37,741,224.00	44,806,284.00	18.7%	Yes
1st Subsequent Year (2024-25)	37,026,826.00	41,476,235.51	12.0%	Yes
2nd Subsequent Year (2025-26)	36,914,336.00	42,590,183.94	15.4%	Yes

Explanation:
(required if Yes)

Other State revenue at First Interim includes increased funding that was unknown at the time of Original Budget Adoption, such as Expanded Learning Opportunity Program (Resource 2600), Arts & Music in Schools Block Grant (6762).

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2023-24)	15,206,483.00	16,830,393.00	10.7%	Yes
1st Subsequent Year (2024-25)	15,104,247.00	16,076,016.00	6.4%	Yes
2nd Subsequent Year (2025-26)	15,133,001.00	16,076,016.00	6.2%	Yes

Explanation:
(required if Yes)

Other Local revenue at First Interim includes increased funding that was unknown at the time of Original Budget Adoption, due to increased funding for Special Education/SELPA rate increase.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2023-24)	17,570,871.00	18,011,181.00	2.5%	No
1st Subsequent Year (2024-25)	17,418,502.00	12,821,693.61	-26.4%	Yes
2nd Subsequent Year (2025-26)	17,459,511.00	12,491,912.87	-28.5%	Yes

Explanation:
(required if Yes)

At first interim, one time expenditures were removed in both subsequent years due to expiration of funds and aligning expenditures with decreased funding in subsequent years due to declining enrollment.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2023-24)	52,369,337.00	64,700,154.00	23.5%	Yes
1st Subsequent Year (2024-25)	52,009,482.00	51,302,221.86	-1.4%	No
2nd Subsequent Year (2025-26)	51,932,662.00	50,320,969.24	-3.1%	No

Explanation:
(required if Yes)

Expenditures in first interim include programmed expenditures for ELOP carryover monies that will spend in the current fiscal year.

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	First Interim	Percent Change	Status
	Budget	Projected Year Totals		
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2023-24)	71,554,945.00	83,237,769.00	16.3%	Not Met
1st Subsequent Year (2024-25)	69,434,102.00	68,629,615.71	-1.2%	Met
2nd Subsequent Year (2025-26)	68,416,992.00	69,761,380.75	2.0%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2023-24)	69,940,208.00	82,711,335.00	18.3%	Not Met
1st Subsequent Year (2024-25)	69,427,984.00	64,123,915.47	-7.6%	Not Met
2nd Subsequent Year (2025-26)	69,392,173.00	62,812,882.11	-9.5%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6A
if NOT met)

At the time of Budget Adoption, no carry forward revenue was recorded for Federal programs such as Title funds, and ESSER R3213. First interim properly reflects carry over revenues.

Explanation:

Other State Revenue
(linked from 6A
if NOT met)

Other State revenue at First Interim includes increased funding that was unknown at the time of Original Budget Adoption, such as Expanded Learning Opportunity Program (Resource 2600), Arts & Music in Schools Block Grant (6762).

Explanation:

Other Local Revenue
(linked from 6A
if NOT met)

Other Local revenue at First Interim includes increased funding that was unknown at the time of Original Budget Adoption, due to increased funding for Special Education/SELPA rate increase.

- 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)

At first interim, one time expenditures were removed in both subsequent years due to expiration of funds and aligning expenditures with decreased funding in subsequent years due to declining enrollment.

Explanation:

Services and Other Exps
(linked from 6A
if NOT met)

Expenditures in first interim include programmed expenditures for ELOP carry over monies that will spend in the current fiscal year.

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. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

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	8,409,759.90	8,410,000.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		8,500,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the 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.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	10.0%	10.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.3%	3.3%	3.3%

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			
	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)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Current Year (2023-24)	(13,539,070.00)	180,209,272.00	7.5%
1st Subsequent Year (2024-25)	(3,320,772.02)	165,945,647.44	2.0%	Met
2nd Subsequent Year (2025-26)	(3,561,198.78)	164,563,034.68	2.2%	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)

Current year deficit spending is due to retro payment in salaries back to July of 2022 as district settled with classified bargaining unit in the current year. The district will revisit and make necessary program reductions in the subsequent years as needed.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance	
	General Fund	
	Projected Year Totals	
	(Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2023-24)	121,132,473.00	Met
1st Subsequent Year (2024-25)	111,747,135.15	Met
2nd Subsequent Year (2025-26)	102,851,525.41	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance	
	General Fund	
	(Form CASH, Line F, June Column)	
		Status
Current Year (2023-24)	114,328,941.39	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. 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 \$80,000 (greater of)	0	to 300
4% or \$80,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the 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.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4, Subsequent Years, Form MYPI, Line F2, if available.)	12,645.50	12,311.18	11,896.25
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	312,137,617.00	282,270,741.56	281,326,045.49
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)	312,137,617.00	282,270,741.56	281,326,045.49

- 4. Reserve Standard Percentage Level
- 5. Reserve Standard - by Percent
(Line B3 times Line B4)
- 6. Reserve Standard - by Amount
(\$80,000 for districts with 0 to 1,000 ADA, else 0)
- 7. **District's Reserve Standard**
(Greater of Line B5 or Line B6)

3%	3%	3%
9,364,128.51	8,468,122.25	8,439,781.36
0.00	0.00	0.00
9,364,128.51	8,468,122.25	8,439,781.36

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 (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	31,213,762.00	28,227,074.00	28,132,605.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	31,213,762.00	28,227,074.00	28,132,605.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	10.00%
District's Reserve Standard (Section 10B, Line 7):	9,364,128.51	8,468,122.25	8,439,781.36
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

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:

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
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2023-24)	(51,800,544.00)	(49,590,993.00)	-4.3%	(2,209,551.00)	Met
1st Subsequent Year (2024-25)	(52,474,395.00)	(48,569,578.00)	-7.4%	(3,904,817.00)	Not Met
2nd Subsequent Year (2025-26)	(53,196,720.00)	(48,580,361.00)	-8.7%	(4,616,359.00)	Not Met
1b. Transfers In, General Fund *					
Current Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2023-24)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

At first interim, the district analyzed vacant positions in special education that are not expected to be filled in the current year. Those expenditures were removed from the budget resulting in a lower contribution to those restricted programs.

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. MET - Projected transfers out 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)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

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, 2023-24
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	25	General Fund	General Fund	7,820,000
General Obligation Bonds	30	Debt Service Fund	Debt Service Fund	332,121,336
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023-24
TOTAL:				339,941,336

Type of Commitment (continued)	Prior Year (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation	575,000	576,250	576,500	276,250
General Obligation Bonds	16,641,951	19,054,683	19,054,683	19,054,683
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023-24

Total Annual Payments:	17,216,951	19,630,933	19,631,183	19,330,933
Has total annual payment increased over prior year (2022-23)?		Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Certificates of Participation will be funded out of Fund 251 and GO Bonds are funded by Debt Service Fund (Fund 51)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

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	116,493,007.00	88,857,574.00
b. OPEB plan(s) fiduciary net position (if applicable)	7,111,740.00	8,592,070.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	109,381,267.00	80,265,504.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial	Actuarial
Jun 30, 2021	Jun 30, 2023

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

3 OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	Budget Adoption	
	(Form 01CS, Item S7A)	First Interim
Current Year (2023-24)	0.00	0.00
1st Subsequent Year (2024-25)	0.00	0.00
2nd Subsequent Year (2025-26)	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 (2023-24)	3,947,605.00	5,259,100.00
1st Subsequent Year (2024-25)	4,389,002.00	4,389,002.00
2nd Subsequent Year (2025-26)	4,389,002.00	4,389,002.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2023-24)	4,143,849.00	4,143,849.00
1st Subsequent Year (2024-25)	4,485,438.00	4,485,438.00
2nd Subsequent Year (2025-26)	4,729,144.00	4,729,144.00

d. Number of retirees receiving OPEB benefits

Current Year (2023-24)	202	202
1st Subsequent Year (2024-25)	220	220
2nd Subsequent Year (2025-26)	220	220

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)
- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?
- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

2 Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		0.00
b. Unfunded liability for self-insurance programs		0.00

3 Self-Insurance Contributions

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2023-24)		0.00
1st Subsequent Year (2024-25)		0.00
2nd Subsequent Year (2025-26)		0.00
b. Amount contributed (funded) for self-insurance programs		
Current Year (2023-24)		0.00
1st Subsequent Year (2024-25)		0.00
2nd Subsequent Year (2025-26)		0.00

4 Comments:

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?

No

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) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full-time-equivalent (FTE) positions	791.0	896.0	876.0	861.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

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?

n/a

If Yes, date of budget revision board adoption:

[]

4. Period covered by the agreement:

Begin Date: []

End Date: []

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

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 1,165,015

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

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

Yes	Yes	Yes
10,875,225	10,575,225	10,275,225
0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

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

Yes		
	1,327,297	1,319,385
	1.3%	1.3%

Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
---------------------------	----------------------------------	----------------------------------

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?

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.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified (non-management) FTE positions	690.0	742.7	742.7	742.7

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

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?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

--

End Date:

--

5. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	Yes
----	----	-----

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

431,513

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

--	--	--

Classified (Non-management) Health and Welfare (H&W) Benefits

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	4,412,688	4,412,688	4,412,688
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

Yes		
4,583,712		

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

The district and the bargaining unit settled salary negotiations for the 2022/23 fiscal year in the current year. In the current year; costs for an 11% on schedule salary increase as well as a cost of 1% in longevity have been included in the current budget. The ongoing cost has been included in MYPs; however, the cost of 2022/23 salary has been removed in the out years.

Classified (Non-management) Step and Column Adjustments

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	
2. Cost of step & column adjustments		574,674	539,012
3. Percent change in step & column over prior year		1.3%	1.3%

Classified (Non-management) Attrition (layoffs and retirements)

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	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?

No

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) (2022-23)	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	81.0	89.0	89.0	89.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

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

160,610

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

4. Amount included for any tentative salary schedule increases

--	--	--	--

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are costs of H&W benefit changes included in the interim and MYPs?

	Yes	Yes	Yes
2. Total cost of H&W benefits	1,151,542	1,151,542	1,151,542
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential

Step and Column Adjustments

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are step & column adjustments included in the interim and MYPs?

2. Cost of step & column adjustments

3. Percent change in step and column over prior year

2. Cost of step & column adjustments		160,559	161,015
3. Percent change in step and column over prior year		1.3%	1.3%

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

	Current Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--	---------------------------	----------------------------------	----------------------------------

1. Are costs of other benefits included in the interim and MYPs?

2. Total cost of other benefits

	No	No	No
2. Total cost of other benefits			

3. Percent change in cost of other benefits over prior year

--	--	--

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- | | |
|--|---|
| <p>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)</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>A2. Is the system of personnel position control independent from the payroll system?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>A3. Is enrollment decreasing in both the prior and current fiscal years?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">Yes</div> |
| <p>A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>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?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">Yes</div> |
| <p>A7. Is the district's financial system independent of the county office system?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>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.)</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">No</div> |
| <p>A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?</p> | <div style="border: 1px solid black; padding: 5px; width: 100px; margin: 0 auto;">Yes</div> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A3: The district is expecting a decline in enrollment. The decline is reflected in district's MYR. A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69. A9: Valerie Mitchell, Assistant Superintendent of Business & Fiscal Services was appointed effective February 2023. Dr. Anabolena DeGenna has been appointed as Interim Superintendent for the 2023-24 fiscal year.

End of School District First Interim Criteria and Standards Review

First Interim
Actuals to Date 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

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 - (Warning) - 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
12-6130-0-0000-0000-8590	6130	8590	(\$318,790.00)

Explanation: Negative revenue due to reverted funds to the CDE as we are no longer operating this preschool program.

First Interim
Projected Totals 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

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- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund:

Exception

FUND	RESOURCE	OBJECT	VALUE
01	3305	4300	(\$1,647.00)

Explanation: Prior year POs released in the current year caused negative expenditures.

First Interim
 Board Approved Operating Budget 2023-24
Technical Review Checks
 Phase - All
 Display - Exceptions Only

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)

GENERAL LEDGER CHECKS

EFB-POSITIVE - (Warning) - 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	0000	(\$8,563,355.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
01	2600	(\$199,130.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
01	6266	(\$232,805.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
01	6762	(\$101,526.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
01	7425	(\$80,760.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
01	7435	(\$4,618,698.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
Total of negative resource balances for Fund 01		(\$13,796,274.00)
13	5310	(\$94,327.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
13	5330	(\$186,586.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
Total of negative resource balances for Fund 13		(\$280,913.00)
14	9010	(\$4,000,000.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
Total of negative resource balances for Fund 14		(\$4,000,000.00)
21	9010	(\$22,770,705.00)
Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.		
Total of negative resource balances for Fund 21		(\$22,770,705.00)

EXCESS-ASSIGN-REU - (Warning) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) are causing a negative amount in Unassigned/Unappropriated (Object 9790) by resource, for the following funds:

Exception

FUND	RESOURCE	OTHER ASSIGNMENTS	REU	UNASSIGNED
01	0000	\$17,554,545.00	\$28,881,317.00	(\$55,119,217.00)

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund:

Exception

FUND	RESOURCE	OBJECT	VALUE
01	0000	9790	(\$55,119,217.00)

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

01	2600	9790	(\$199,130.00)
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Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

01	6266	9790	(\$232,805.00)
----	------	------	----------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

01	6762	9790	(\$101,526.00)
----	------	------	----------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

01	7425	9790	(\$80,760.00)
----	------	------	---------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

01	7435	9790	(\$4,618,698.00)
----	------	------	------------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

13	5310	9790	(\$94,327.00)
----	------	------	---------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

13	5330	9790	(\$186,586.00)
----	------	------	----------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

14	9010	9790	(\$4,000,000.00)
----	------	------	------------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

21	9010	9790	(\$22,770,705.00)
----	------	------	-------------------

Explanation: BFB was not loaded to adopted budget. Therefore; there are no beginning balances causing EFB to be negative.

First Interim
Original Budget 2023-24
Technical Review Checks
Phase - All
Display - Exceptions Only

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Approval of Speech Language Pathologist Permit Waiver for Olivia Starks for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a **Speech Language Pathologist Permit Waiver**, for **Olivia Starks**, to serve as a Speech Therapist at Lemonwood School for the 2023-24 school year until the employee passes the CBEST.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the **Speech Language Pathologist Permit Waiver**, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Approval of a Speech Language Pathologist Permit Waiver for Shelby Fry for the 2023-24 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a **Speech Language Pathologist Permit Waiver**, for **Shelby Fry**, to serve as a Speech Language Pathologist at San Miguel for the 2023-24 school year until the employee receives her permit.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Approval of New Classification and Job Functions for Mental Health Clinician (Torres/Fuentes)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

This classification is grant funded and was requested by the Director of Pupil Services. The goal of the grant and classification is to expand the access of mental health services at schools and increase school-based counseling.

Under the supervision of the Mental Health Manager, the Mental Health Clinician classification will provide direct mental health services to students with intensive needs, parent counseling, group consultation, and treatment to students and families to support student development and the ability to deal with problems, crisis, or traumatic experiences.

The Personnel Commission took action on November 9, 2023, to approve the new classification of Mental Health Clinician and allocated the new classification to salary range 31 of the Classified salary schedule.

FISCAL IMPACT:

The classification of Mental Health Clinician is allocated to salary range 31 of the CSEA/OSD Classified salary schedule. This would equate to an hourly rate of \$37.02-\$45.03.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Mental Health Clinician, as presented.

ADDITIONAL MATERIALS:

Attached: [Mental_Health_Clinician_job_description.pdf](#)
[2023-2024 CSEA Salary Schedule bd approved 2023.pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

JOB DESCRIPTION

Mental Health Clinician

Salary Range 31

Purpose of Position

Provides direct mental health services to students with intensive needs, parent counseling, group consultation, and treatment to students and families to support student development and the ability to deal with problems, crisis, or traumatic experiences. Supports site administrators, counselors, and staff to implement tiered interventions through a Multi-Tiered System of Support (MTSS) for all students with a focus on the mental health and wellness of English Learners, Low Income Students, Foster Youth, McKinney-Vento Youth, unaccompanied youth, LGBTQ+, and SPED.

Distinguishing Characteristics

The Mental Health Clinician is the entry-level classification, where emphasis is on supporting with casework and treatment methods appropriate at a public-school setting.

The Mental Health Manager is the journey-level management classification, providing mental health services as part of a multi-disciplinary team appropriate at a public-school setting.

Supervision

- Receives oversight from Mental Health Manager or designee.
- No formal supervisory responsibilities but may lead the work of others.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Supports a variety of mental health services including but not limited to academic intervention, attendance interventions, drug/alcohol education, socio-emotional services, and anger management.
- Provides therapeutic mental health individual and group services including prevention, early intervention, and suicide prevention.
- Researches evidence-based practices to support student social emotional development to address trauma, depression, anxiety, and other clinical issues.
- Compiles assessment data to assist with making recommendations for interventions and strategies to support student engagement, attendance, behavior, and academic progress.
- Prepares and delivers presentations regarding intervention, behavioral and social emotional related prevention, student services legal updates, and wellness to faculty, staff, and parents.
- Works with site level MTSS to provide counseling intervention services to support behavioral and emotional challenges.

- Collaborates with site administration, the site counseling team, district director, community organizations and public agencies to coordinate mental health services and substance abuse prevention programs.
- Provides culturally sensitive support for at-risk and underserved student populations, including newcomers, LGBTQ+, and low socioeconomic status.
- Participates in a variety of meetings to support multi-disciplinary teams to support student wellness.
- Leads and trains interns.
- Prepares case documentation, progress and court reports, special reports, proposals, grants, manuals, and correspondence.
- Provides administrative support services including outreach, how to access and apply for state and federal programs and performs pre-screening and assists in paperwork completion to determine eligibility.
- Maintains automated databases, records, reports, and files related to students, services and assigned activities.
- Travels from site to site and/or performs home visits to provide direct consultation or treatment for students and families.
- Participates in training on various topics such as cultural competency, diversity, equity, inclusion, clinical practice, compliance, treatment planning, case management, co-occurring disorders, and substance abuse.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- State and federal regulations for behavior intervention for special education.
- Laws and regulations for health and social services programs.
- Privacy laws including HIPPA and FERPA.
- Principles of applied behavior analysis and cognitive behavior therapy.
- Crisis intervention techniques and IEP process.
- Treatment documentation methods and record keeping.

Skills in:

- Data collection and analysis.
- Verbal and written communication.
- Time management and prioritization.
- Public speaking and content presentation.

Ability to:

- Establish cooperative working relationships with students, parents, workers, and the public.
- Read, interpret, apply, and explain rules and regulations.
- Be sensitive to culturally and linguistically diverse backgrounds.
- Operate a car frequently for appointments.

- Learn and use technology and computer software applications.
- Maintain secure files and confidentiality.

Minimum Qualifications

Education and Experience

A Master's degree in Marriage & Family Therapy, Social Work, or closely related field. Experience working with students or families in a social services or educational environment is desirable.

Licenses and Other Requirements

Must have a valid California Driver's license. Possession of, or ability to obtain within 30 days from the date of hire, the California Board of Behavioral Sciences (CA BBS) requirements for any of the following:

- Associate Marriage and Family Therapist (AMFT)
- Associate Clinical Social Worker (ACSW)
- Associate Professional Clinical Counselor (APCC).

Applications will be accepted for graduate students who can provide proof they are within 90 days of completion of a master's degree required for the State of California Department of Consumer Affairs Board of Behavioral Sciences registration as noted above. No person shall be hired without confirmation of completing the required master's degree.

Permanent status may not be obtained in this classification. Incumbents must maintain current registration as an Associate Clinical Social Worker, Associate Professional Clinical Counselor, or Associate Marriage and Family Therapist at all times. In addition, within two years of appointment to the Mental Health Clinician classification must obtain Board of Behavioral Science (BBS) licensure as a Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), or Licensed Marriage and Family Therapist (LMFT).

Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 20 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines. Required to drive an automobile to conduct work, and have direct contact with students, parents, and other members of the public. Hours may include some evenings and weekends to support student and families. Subject to home visits with little control over environmental factors which may contain several safety and health hazards.

FLSA Status: Non-Exempt

Approval Date:

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,083.55	\$ 3,237.81	\$ 3,400.74	\$ 3,572.34	\$ 3,752.60
Range 2	\$ 3,165.01	\$ 3,324.47	\$ 3,490.87	\$ 3,665.93	\$ 3,849.66
Range 3	\$ 3,239.54	\$ 3,402.47	\$ 3,574.07	\$ 3,754.33	\$ 3,943.26
Range 4	\$ 3,322.74	\$ 3,489.14	\$ 3,664.20	\$ 3,847.93	\$ 4,040.33
Range 5	\$ 3,405.94	\$ 3,577.54	\$ 3,757.80	\$ 3,946.73	\$ 4,144.33
Range 6	\$ 3,485.67	\$ 3,660.73	\$ 3,844.46	\$ 4,036.86	\$ 4,239.66
Range 7	\$ 3,572.34	\$ 3,752.60	\$ 3,941.53	\$ 4,139.13	\$ 4,347.12
Range 8	\$ 3,660.73	\$ 3,844.46	\$ 4,036.86	\$ 4,239.66	\$ 4,452.85
Range 9	\$ 3,749.13	\$ 3,938.06	\$ 4,135.66	\$ 4,343.65	\$ 4,562.05
Range 10	\$ 3,841.00	\$ 4,033.39	\$ 4,236.19	\$ 4,449.39	\$ 4,672.98
Range 11	\$ 3,941.53	\$ 4,139.13	\$ 4,347.12	\$ 4,565.52	\$ 4,794.31
Range 12	\$ 4,033.39	\$ 4,236.19	\$ 4,449.39	\$ 4,672.98	\$ 4,906.98
Range 13	\$ 4,133.93	\$ 4,341.92	\$ 4,560.32	\$ 4,789.11	\$ 5,030.04
Range 14	\$ 4,234.46	\$ 4,447.65	\$ 4,671.25	\$ 4,905.24	\$ 5,151.37
Range 15	\$ 4,343.65	\$ 4,562.05	\$ 4,790.85	\$ 5,031.77	\$ 5,284.84
Range 16	\$ 4,445.92	\$ 4,669.52	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90
Range 17	\$ 4,558.58	\$ 4,787.38	\$ 5,028.31	\$ 5,281.37	\$ 5,546.56
Range 18	\$ 4,669.52	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90	\$ 5,678.30
Range 19	\$ 4,790.85	\$ 5,031.77	\$ 5,284.84	\$ 5,550.03	\$ 5,829.09
Range 20	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90	\$ 5,678.30	\$ 5,962.56
Range 21	\$ 5,026.57	\$ 5,277.90	\$ 5,543.10	\$ 5,820.43	\$ 6,111.62
Range 22	\$ 5,151.37	\$ 5,409.63	\$ 5,681.76	\$ 5,966.02	\$ 6,265.88
Range 23	\$ 5,283.10	\$ 5,548.30	\$ 5,827.36	\$ 6,120.29	\$ 6,427.08
Range 24	\$ 5,409.63	\$ 5,681.76	\$ 5,966.02	\$ 6,265.88	\$ 6,579.61
Range 25	\$ 5,543.10	\$ 5,820.43	\$ 6,111.62	\$ 6,418.41	\$ 6,740.81
Range 26	\$ 5,678.30	\$ 5,962.56	\$ 6,260.68	\$ 6,574.41	\$ 6,903.74
Range 27	\$ 5,823.89	\$ 6,115.09	\$ 6,421.88	\$ 6,744.28	\$ 7,082.27
Range 28	\$ 5,964.29	\$ 6,264.15	\$ 6,577.88	\$ 6,907.21	\$ 7,253.87
Range 29	\$ 6,111.62	\$ 6,418.41	\$ 6,740.81	\$ 7,078.80	\$ 7,434.13
Range 30	\$ 6,255.48	\$ 6,569.21	\$ 6,898.54	\$ 7,243.47	\$ 7,605.73
Range 31	\$ 6,416.68	\$ 6,739.08	\$ 7,077.07	\$ 7,432.40	\$ 7,805.05
Range 32	\$ 6,565.75	\$ 6,895.07	\$ 7,240.00	\$ 7,602.26	\$ 7,983.58
Range 33	\$ 6,735.61	\$ 7,073.60	\$ 7,428.93	\$ 7,801.59	\$ 8,193.31
Range 34	\$ 6,896.81	\$ 7,241.73	\$ 7,603.99	\$ 7,985.32	\$ 8,385.71
Range 35	\$ 7,071.87	\$ 7,425.46	\$ 7,798.12	\$ 8,188.11	\$ 8,598.91
Range 36	\$ 7,238.27	\$ 7,600.53	\$ 7,981.85	\$ 8,382.24	\$ 8,801.70
Range 37	\$ 7,427.20	\$ 7,799.85	\$ 8,189.85	\$ 8,600.64	\$ 9,032.23
Range 38	\$ 7,600.53	\$ 7,981.85	\$ 8,382.24	\$ 8,801.70	\$ 9,241.96
Range 39	\$ 7,796.39	\$ 8,186.38	\$ 8,597.17	\$ 9,027.03	\$ 9,479.42
Range 40	\$ 7,980.12	\$ 8,380.51	\$ 8,799.97	\$ 9,240.23	\$ 9,703.02
Range 41	\$ 8,186.38	\$ 8,597.17	\$ 9,027.03	\$ 9,479.42	\$ 9,954.35
Range 42	\$ 8,378.78	\$ 8,798.24	\$ 9,238.49	\$ 9,701.29	\$ 10,186.61
Range 43	\$ 8,595.44	\$ 9,025.30	\$ 9,477.69	\$ 9,952.61	\$ 10,451.80
Range 44	\$ 8,798.24	\$ 9,238.49	\$ 9,701.29	\$ 10,186.61	\$ 10,696.20

Employee Anniversary Increments:

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	\$109.06
10 years of service:	\$218.12
15 years of service:	\$327.18
20 years of service:	\$436.24
25 years of service:	\$545.30

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15.50 per hour

Classified salary schedule with 11% increase retroactive to 07/01/2022; Board Approved 10/18/2023



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 17.79	\$ 18.68	\$ 19.62	\$ 20.61	\$ 21.65
Range 2	\$ 18.26	\$ 19.18	\$ 20.14	\$ 21.15	\$ 22.21
Range 3	\$ 18.69	\$ 19.63	\$ 20.62	\$ 21.66	\$ 22.75
Range 4	\$ 19.17	\$ 20.13	\$ 21.14	\$ 22.20	\$ 23.31
Range 5	\$ 19.65	\$ 20.64	\$ 21.68	\$ 22.77	\$ 23.91
Range 6	\$ 20.11	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.46
Range 7	\$ 20.61	\$ 21.65	\$ 22.74	\$ 23.88	\$ 25.08
Range 8	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.69
Range 9	\$ 21.63	\$ 22.72	\$ 23.86	\$ 25.06	\$ 26.32
Range 10	\$ 22.16	\$ 23.27	\$ 24.44	\$ 25.67	\$ 26.96
Range 11	\$ 22.74	\$ 23.88	\$ 25.08	\$ 26.34	\$ 27.66
Range 12	\$ 23.27	\$ 24.44	\$ 25.67	\$ 26.96	\$ 28.31
Range 13	\$ 23.85	\$ 25.05	\$ 26.31	\$ 27.63	\$ 29.02
Range 14	\$ 24.43	\$ 25.66	\$ 26.95	\$ 28.30	\$ 29.72
Range 15	\$ 25.06	\$ 26.32	\$ 27.64	\$ 29.03	\$ 30.49
Range 16	\$ 25.65	\$ 26.94	\$ 28.29	\$ 29.71	\$ 31.20
Range 17	\$ 26.30	\$ 27.62	\$ 29.01	\$ 30.47	\$ 32.00
Range 18	\$ 26.94	\$ 28.29	\$ 29.71	\$ 31.20	\$ 32.76
Range 19	\$ 27.64	\$ 29.03	\$ 30.49	\$ 32.02	\$ 33.63
Range 20	\$ 28.29	\$ 29.71	\$ 31.20	\$ 32.76	\$ 34.40
Range 21	\$ 29.00	\$ 30.45	\$ 31.98	\$ 33.58	\$ 35.26
Range 22	\$ 29.72	\$ 31.21	\$ 32.78	\$ 34.42	\$ 36.15
Range 23	\$ 30.48	\$ 32.01	\$ 33.62	\$ 35.31	\$ 37.08
Range 24	\$ 31.21	\$ 32.78	\$ 34.42	\$ 36.15	\$ 37.96
Range 25	\$ 31.98	\$ 33.58	\$ 35.26	\$ 37.03	\$ 38.89
Range 26	\$ 32.76	\$ 34.40	\$ 36.12	\$ 37.93	\$ 39.83
Range 27	\$ 33.60	\$ 35.28	\$ 37.05	\$ 38.91	\$ 40.86
Range 28	\$ 34.41	\$ 36.14	\$ 37.95	\$ 39.85	\$ 41.85
Range 29	\$ 35.26	\$ 37.03	\$ 38.89	\$ 40.84	\$ 42.89
Range 30	\$ 36.09	\$ 37.90	\$ 39.80	\$ 41.79	\$ 43.88
Range 31	\$ 37.02	\$ 38.88	\$ 40.83	\$ 42.88	\$ 45.03
Range 32	\$ 37.88	\$ 39.78	\$ 41.77	\$ 43.86	\$ 46.06
Range 33	\$ 38.86	\$ 40.81	\$ 42.86	\$ 45.01	\$ 47.27
Range 34	\$ 39.79	\$ 41.78	\$ 43.87	\$ 46.07	\$ 48.38
Range 35	\$ 40.80	\$ 42.84	\$ 44.99	\$ 47.24	\$ 49.61
Range 36	\$ 41.76	\$ 43.85	\$ 46.05	\$ 48.36	\$ 50.78
Range 37	\$ 42.85	\$ 45.00	\$ 47.25	\$ 49.62	\$ 52.11
Range 38	\$ 43.85	\$ 46.05	\$ 48.36	\$ 50.78	\$ 53.32
Range 39	\$ 44.98	\$ 47.23	\$ 49.60	\$ 52.08	\$ 54.69
Range 40	\$ 46.04	\$ 48.35	\$ 50.77	\$ 53.31	\$ 55.98
Range 41	\$ 47.23	\$ 49.60	\$ 52.08	\$ 54.69	\$ 57.43
Range 42	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.97	\$ 58.77
Range 43	\$ 49.59	\$ 52.07	\$ 54.68	\$ 57.42	\$ 60.30
Range 44	\$ 50.76	\$ 53.30	\$ 55.97	\$ 58.77	\$ 61.71

Employee Anniversary Increments:

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

7 years of service:	\$0.63
10 years of service:	\$1.26
15 years of service:	\$1.89
20 years of service:	\$2.52
25 years of service:	\$3.15

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15.50 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 13, 2023

Agenda Section: Section D: Action Items

Approval of New Classification and Job Functions for Mental Health Manager (Torres/Fuentes)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

This classification is grant funded and was requested by the Director of Pupil Services. The goal of the grant and classification is to expand the access of mental health services at schools and increase school-based counseling.

The Mental Health Manager classification will provide direct mental health services to students with intensive needs, parent counseling, group consultation, and treatment to students and families to support student development and the ability to deal with problems, crisis, or traumatic experiences.

The Personnel Commission took action on November 9, 2023, to approve the new classification of Mental Health Manager and allocated the new classification to salary range \$109,918 to \$130,589 on the Management Salary Schedule.

FISCAL IMPACT:

The classification of Mental Health Manager is allocated \$109,918 to \$130,589 on the Management Salary Schedule.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as recommended salary range of Mental Health Manager, as presented.

ADDITIONAL MATERIALS:

Attached: [Mental_Health_Manager_job_description.pdf](#)
[23-24_Classified_Management_Salary_Schedule-5 3 23 Bd approved_FINAL \(2 pages\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

JOB DESCRIPTION

Mental Health Manager

Salary Range: \$109,918 - \$130,589

Purpose of Position

Provides direct mental health services to students with intensive needs, parent counseling, group consultation, and treatment to students and families to support student development and the ability to deal with problems, crisis, or traumatic experiences. Supports site administrators, counselors, and staff to implement tiered interventions through a Multi-Tiered System of Support (MTSS) for all students with a focus on the mental health and wellness of English Learners, Low Income Students, Foster Youth, McKinney-Vento Youth, unaccompanied youth, LGBTQ+, and SPED.

Distinguishing Characteristics

The Mental Health Manager is the journey-level management classification, providing mental health services as part of a multi-disciplinary team appropriate at a public-school setting.

The Mental Health Clinician is the entry-level classification, where emphasis is on supporting with casework and treatment methods appropriate at a public-school setting.

Supervision

- Receives general oversight from department director or designee.
- Supervises the work of lower-level staff.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Implements programs to improve student wellness including but not limited to mental health services, academic intervention, attendance interventions, drug/alcohol education, socio-emotional services, and anger management.
- Manages therapeutic mental health individual and group services including prevention, early intervention, and suicide prevention.
- Develops stigma reduction strategies and early intervention initiatives for underserved and vulnerable student populations.
- Supports with the implementation of the district's Multi-Tier System of Support (MTSS) including the provision of mental health services to all students.
- Researches, develops, and implements evidence-based practices to support student social emotional development to address trauma, depression, anxiety, and other clinical issues.
- Utilizes assessment data to make recommendations for interventions and strategies to support student engagement, attendance, behavior, and academic progress.
- Prepares and delivers presentations regarding intervention, behavioral and social emotional related prevention, student services legal updates, and wellness to faculty, staff, and parents.

- Works with site level MTSS to provide counseling intervention services to support behavioral and emotional challenges.
- Collaborates with site administration, the site counseling team, district director, community organizations and public agencies to coordinate mental health services and substance abuse prevention programs.
- Provides culturally sensitive support for at-risk and underserved student populations, including newcomers, LGBTQ+, and low socioeconomic status.
- Participates in a variety of multi-disciplinary meetings to support student wellness.
- Supervises, evaluates, and trains lower-level staff.
- Prepares case documentation, progress and court reports, special reports, proposals, grants, manuals, and correspondence.
- Creates automated databases, records, reports, and files related to students, services and assigned activities.
- Travels from site to site and/or performs home visits to provide direct consultation or treatment for students and families.
- Participates in training on various topics such as cultural competency, diversity, equity, inclusion, clinical practice, compliance, treatment planning, case management, co-occurring disorders, and substance abuse.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- State and federal regulations for behavior intervention for special education.
- Laws and regulations for health and social services programs.
- Privacy laws including HIPPA and FERPA.
- Principles of applied behavior analysis and cognitive behavior therapy.
- Crisis intervention techniques and IEP process.
- Treatment documentation methods and record keeping.

Skills in:

- Data collection and analysis.
- Verbal and written communication.
- Time management and prioritization.
- Public speaking and content presentation.

Ability to:

- Establish cooperative working relationships with students, parents, workers, and the public.
- Read, interpret, apply, and explain rules and regulations.
- Work independently with limited supervision.
- Be sensitive to culturally and linguistically diverse backgrounds.
- Operate a car frequently for appointments.
- Learn and use technology and computer software applications.

- Maintain secure files and confidentiality.

Minimum Qualifications

Education and Experience

A Master's degree in Marriage & Family Therapy, Social Work, or closely related field. Three years of experience working with students or families in a social services or educational environment.

Licenses and Other Requirements

Must have a valid California Driver's license. Must meet the California Board of Behavioral Sciences (CA BBS) requirements for any of the following:

- Licensed Marriage and Family Therapist (LMFT)
- Licensed Clinical Social Worker (LCSW)
- Licensed Professional Clinical Counselor (LPCC)

Incumbents are required to maintain the license noted above with the California Board of Behavioral Sciences as a condition of continued employment.

Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 20 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines. Required to drive an automobile to conduct work, and have direct contact with students, parents, and other members of the public. Hours may include some evenings and weekends to support student and families. Subject to home visits with little control over environmental factors which may contain several safety and health hazards.

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2023-2024

(Effective retroactive to 7-1-2022)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree. As of July 1, 2023, annual doctoral stipend will increase to \$1,000.

Anniversary Increments: Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Board Approval: 5/3/23 – increase of 10%

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

Position	Work Days*	Step 1	Step 2	Step 3
Chief Information Officer	261	\$ 145,012	\$ 158,058	\$ 172,285
Director of Classified Human Resources	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Fiscal Services	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Facilities	261	\$ 128,164	\$ 139,692	\$ 152,268
MEP Maintenance & Energy Programs Manager	261	\$ 116,007	\$ 126,916	\$ 137,825
Director of Network Operations	261	\$ 114,575	\$ 124,887	\$ 136,123
Director of Purchasing	261	\$ 109,918	\$ 119,804	\$ 130,589
Senior Manager, Maintenance & Operations	261	\$ 105,976	\$ 115,509	\$ 125,905
Director of Child Nutrition Services	261	\$ 104,046	\$ 113,407	\$ 123,614
Risk Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Human Resources Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Director of Early Childhood Education Programs	261	\$ 98,199	\$ 107,033	\$ 116,667
Director of Transportation	261	\$ 98,199	\$ 107,033	\$ 116,667
Accounting Manager/Internal Auditor	261	\$ 88,000	\$ 95,916	\$ 104,550
Executive Assistant to the Superintendent**	261	\$ 88,000	\$ 95,916	\$ 104,550
Senior Human Resources Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Web Content Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Enrollment Center Manager	261	\$ 84,542	\$ 92,146	\$ 100,441
Warehouse Manager	261	\$ 77,656	\$ 84,641	\$ 92,259
Custodial Services Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Grounds Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Maintenance Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Asst. Director of Child Nutrition Services	261	\$ 73,260	\$ 79,850	\$ 87,036

*Calendar work days plus holidays

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- November 15, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes November 15 2023 Regular Board Meeting \(11 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

Aracely Fox, Ed.D.

Acting Associate Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, November 15, 2023

5:00 PM - Open Meeting

5:30 PM - Study Session

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Trustee Monica Madrigal Lopez arrived during Closed Session. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Acting Associate Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Javier Ledesma, student at Marina West School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Ramiro Jimenez, student in Ms. Alba's class at San Miguel School, and Miguel Velasco and Marcos Ledesma, students in Ms. Doyle's class at San Miguel School, read the District's Mission and Vision Statement in English and Spanish.

A.4. Presentation by San Miguel School

Mary Truax, Administrator, provided a presentation about San Miguel School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-66 Adoption of Agenda as Presented

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - Chromebooks (DeGenna/Hubbard)

David Hubbard, Chief Information Officer, provided information relative to the transition to Chromebooks for 6th, 7th and 8th grade students.

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

November 15, 2023

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

There were no comments.

A.8. Closed Session

The Board convened to Closed Session at 5:55 p.m. to consider the following items:

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 #2023080522

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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 48916 of the Education Code the Board will consider student matters including:

Consider the Request for Readmission:

- Case No. 22-02 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:00 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

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

November 15, 2023

Motion #23-67 Approval of Settlement Agreement - OAH Case # 2023080522

Mover: Jarely Lopez

Second: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #23-68 Approval of Request for Student Readmission – Case No. 22-02

Mover: Jarely Lopez

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

The newly appointed administrators were introduced to the Board of Trustees:

- Kristina Cervantes, Assistant Principal
- Megan Hernandez, Assistant Principal
- Marco Gutierrez, Maintenance Manager

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-69 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

November 15, 2023

- C.1. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 1 (Fox/Thomas)**
As presented.
- C.2. Enrollment Report (Mitchell)**
As presented.
- C.3. Purchase Order/Draft Payment Report #23-04 (Mitchell /Franz)**
As presented.
- C.4. Actuarial Study of Retiree Health Liabilities (Mitchell/Nuñez)**
As presented.
- C.5. Establishment and Increase of Hours of Positions (Torres/Fuentes)**
As presented.
- C.6. Personnel Actions (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.7. Approval of Agreement #23-93 – Positive Adventures, LLC (Fox/Shea)**
To provide a 5th Grade Team Building and Science Program, Day Camps and Overnight Retreats for students, and Leadership and Youth Development professional development training for staff, November 16, 2023 through August 15, 2024, in the amount of \$724,891.00, to be paid out of ELOP Funds.
- C.8. Approval of Agreement #23-173, Lexia Learning Systems LLC (Fox/Ruvalcaba)**
To provide online professional development designed to review the Lexia English Student App with the teachers in the Newcomer Academy at Lemonwood and show them how to review student data regularly and access lessons through the App to support students’ English language development, November 16, 2023 through October 31, 2024, in the amount not to exceed \$2,000.00, to be paid out of Title III Funds.
- C.9. Approval of Agreement #23-184 – Curriculum Associates, LLC (Fox/Ruvalcaba)**
To provide eight hours of virtual training for teachers and administration on Strategies modules, November 16, 2023 through June 30, 2024, in the amount of \$6,000.00, to be paid out of Title III Funds.
- C.10. Approval of Agreement #23-187 with J.O. Nelson Consulting Land Surveyors Inc. to provide Surveying Services for the Rose Avenue Elementary School ECDC Project**

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

(Mitchell/Miller/CFW)

To provide Surveying Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through December 31, 2023, in the amount of \$8,101.00, to be funded by the Master Construct and Implementation Funds.

C.11. Approval of Agreement #23-188 with MNS Engineers Inc. to provide Surveying Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

To provide Surveying Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through January 31, 2024, in the amount of \$64,000.00, to be paid from Master Construct and Implementation Funds.

C.12. Approval of Agreement #23-189 with MNS Engineers Inc. to provide Surveying Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

To provide Surveying Services for the Marina West Elementary School ECDC Project, November 20, 2023 through December 31, 2023, in the amount of \$17,000.00, to be paid from Master Construct and Implementation Funds.

C.13. Approval of Agreement #23-190 with Tetra Tech Inc. to provide CEQA Compliance Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

To provide CEQA Compliance Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through March 31, 2024, in the amount of \$5,500.00, to be paid from Master Construct and Implementation Funds.

C.14. Approval of Agreement #23-191 with Tetra Tech Inc. to provide CEQA Compliance Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

To provide CEQA Compliance Services for the Marina West Elementary School ECDC Project, November 20, 2023 through March 31, 2024, in the amount of \$5,200.00, to be paid out of Master Construct and Implementation Funds.

C.15. Approval of Agreement #23-192 with Tetra Tech Inc. to provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

To provide CEQA Compliance Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through March 31, 2024, in the amount of \$5,200.00, to be paid from Master Construct and Implementation Funds.

C.16. Approval of Agreement #23-193 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project (Mitchell/Miller/CFW)

To provide Geotechnical Engineering Services for the Rose Avenue Elementary School ECDC Project, November 20, 2023 through January 31, 2024, in the amount of \$14,100.00, to be paid from Master Construct and Implementation Funds.

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

C.17. Approval of Agreement #23-194 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

To provide Geotechnical Engineering Services for the Fremont Middle School Reconstruction Project, November 20, 2023 through January 31, 2024, in the amount of \$20,100.00, to be paid from Master Construct and Implementation Funds.

C.18. Approval of Agreement #23-195 with Universal Engineering Sciences to provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project (Mitchell/Miller/CFW)

To provide Geotechnical Engineering Services for the Marina West Elementary School ECDC Project, November 20, 2023 through January 31, 2024, in the amount of \$19,800.00, to be paid from Master Construct and Implementation Funds.

C.19. Approval of Field Contract Agreement #23-196 – Santa Barbara & Ventura County Overhead Door (Mitchell/Miller)

To remove and replace the fire curtains (roll-ups) located in the front office of McAuliffe School, November 16, 2023 through February 2, 2024, in the amount of \$24,990.00, to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

C.20. Ratification of Agreement #23-130 - Action Preparedness Training (Torres/Magaña)

To provide OSHA- and EMSA-compliant CPR/AED training and First Aid training to Campus Assistants and Volunteer coaches, July 1, 2023 through June 30, 2024, in the amount not to exceed \$7,000.00, to be paid out of Safety Credits.

C.21. Ratification of Agreement #23-140 – ProCare Therapy (DeGenna/Jefferson)

To provide supplemental staffing to the Oxnard School District in the areas of Speech Language Pathologists, Speech Language Pathologists Assistant, Social Workers, LMFT, Occupational Therapists, Occupational Therapists Assistant, Behavior Specialists, ABA Therapist/RBT, BCBA, Physical Therapists, Physical Therapists Assistant, Sign Language Interpreters, Registered Nurses, School Psychologists, Licensed Vocational Nurses, Teachers of the Visually Impaired, Counselors, Adaptive Physical Education Teachers, Music Therapists, Deaf and Hard of Hearing Teachers, and Paraprofessional/Teacher Aide on an “as needed” basis, July 1, 2023 through June 30, 2024, in the amount not to exceed \$280,000.00, to be paid out of Special Education Funds.

C.22. Ratification of Agreement #23-157 – Foundation for California Community Colleges/California Afterschool Network (Fox/Shea)

To provide professional development and services to support the After School Education and Safety Grant and the Expanded Learning Opportunity Programs in the Oxnard School

District, focused on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements, July 1, 2023 through June 30, 2024, in the amount not to exceed \$50,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

- C.23. Ratification of Agreement/MOU #23-181 – Our Lady of Guadalupe School (Fox/Thomas)**
For Oxnard School District to provide services to Our Lady of Guadalupe School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A, for the 2023-2024 school year, Title III Allocation to Our Lady of Guadalupe School in the amount of \$4,374.00.
- C.24. Ratification of Agreement/MOU #23-182 – St. Anthony’s School (Fox/Thomas)**
For Oxnard School District to provide services to St. Anthony’s School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year, Title III Allocation to St. Anthony’s School in the amount of \$3,807.00.
- C.25. Ratification of Agreement/MOU #23-183 – Santa Clara Elementary School (Fox/Thomas)**
For Oxnard School District to provide services to Santa Clara Elementary School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2023-2024 school year, Title III Allocation to Santa Clara Elementary School in the amount of \$3,645.00.
- C.26. Ratification of Agreement/MOU #23-197 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (Mitchell/Miller)**
To use office space at Harrington Early Childhood Development Center during fiscal years 2023-2024, 2024-2025, and 2025-2026, \$1,800.00 per year to be paid to Oxnard School District.

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the October 18, 2023 Regular Meeting, the November 1, 2023 Regular Meeting, and the November 4, 2023 Special Meeting, as presented.

Motion #23-70 Approval of Minutes of October 18, 2023 Regular Meeting, November 1, 2023 Regular Meeting and November 4, 2023 Special Meeting

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

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

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading–Revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund for First Reading. The policies will be presented for second reading and adoption at the December 13, 2023 Board Meeting.

Section G: CONCLUSION

G.1. Interim Superintendent’s Report (3 minutes)

Dr. Ana DeGenna

- Hip Hop Mindset Halloween Showcase
- Trunk or Treats
- Dia de los Muertos
- Celebrating Mesoamerican Traditions
- Driffill 7th/8th Grade Flag Football Champions
- DELAC Representatives Aligning Emergent Multilingual Learner Plan with OSD Strategic Plan
- OSD Strategic Plan Implementation Team
- ACSA Meet & Greet
- movie Screening "Radical"

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

MaryAnn Rodriguez

- thank you to San Miguel team for attending today
- enjoyed "Radical" movie

Jarely Lopez

- thank you to San Miguel team for attending today
- thank you for the Chromebook presentation
- congratulations to all new administrators
- Happy Thanksgiving to all

Rose Gonzales

- thank you to San Miguel team
- attended Soria and Chavez Dia de los Muertos celebrations
- shout out to teachers and staff members that welcomed all families to schools for parent/teacher conferences this week

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

Veronica Robles-Solis

- thank you to teachers for conferences and their dedication - thank you to Ms. Martinez at Brekke
- hopes all staff gets time to relax and enjoy their families

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:26 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 13th day of December, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 15, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

November 15, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 13, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

Board Policies BP/AR 3551 Food Service Operations/Cafeteria Fund have been updated based on the recommendations by CSBA (California School Board Association). New language is underlined in red text, removed language appears with a strikethrough, and moved text appears in purple text. The Board Policies are presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition Services that the Board of Trustees adopt Board Policies BP/AR 3551, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3551 \(7 pages\)](#)
[AR 3551 \(7 pages\)](#)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011

The Governing Board Board of Trustees intends that, insofar as possible, school food services shall be a self-supporting, nonprofit program. To increase ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of food and supplies, the planning of menus, and the auditing of all food service accounts for the district.

~~(cf. 3100 – Budget)~~

~~(cf. 3300 – Expenditures and Purchases)~~

~~(cf. 3311 – Bids)~~

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to ~~students~~, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, and organizations who are authorized by the Superintendent or designee to be on campus ~~during meal times for a legitimate purpose, such as classroom.~~ Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture ~~commodities.~~

Meal prices, as recommended by ~~t~~The Superintendent or designee shall ~~recommend meal prices for students and nonstudents for approval~~ed by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal programs shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance.

The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~(cf. 3553 – Free and Reduced Price Meals)~~

~~Program financial reports shall be presented regularly to the Board.~~

~~(cf. 3460 – Financial Reports and Accountability)~~

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for ~~management~~ food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16) ~~related to food service.~~

~~(cf. 3600 – Consultants)~~

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

~~With Board approval, the district may enter into a contract with a private company that enables a school to operate a franchise offering fast food items for sale to students. The franchise agreement and food purchases shall be subject to the competitive bidding requirements of the National School Lunch and School Breakfast Programs.~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020

U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges

3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3512	Equipment
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512-E-PDF(1)	Equipment
3512	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development

4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E-PDF(1)	Parent/Guardian Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011

Payments for Meals

~~With the exception of students who are eligible to receive meals at no cost, students or their parents/guardians may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain an account indicating a system for accurately recording payments received and tracking meals provided from to each student, or his/her parents/guardians for the purchase of school meals.~~

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

~~Whenever a student's account has an unpaid balance of \$50 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.~~

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. ~~The income and expenditures of any cafeteria revolving account established by the Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091, 38092)~~

~~(cf. 3100 – Budget)~~

~~(cf. 3300 – Expenditures and Purchases)~~

The cafeteria fund shall be used only for ~~Board-authorized~~ those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias as defined in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual. ~~or appropriately reported to the California Department of Education (Education Code 38091, 38101)~~

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

~~(cf. 3110 – Transfer of Funds)~~

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services/Providers

The term of any contract for food service management or consulting services ~~related to food services~~ shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

A contract for ~~food service management~~ consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

~~Health criteria established by the district for classified staff shall be applicable to all persons providing food service management consulting services. (Education Code 45103.5)~~

~~(cf. 3515.6 – Criminal Background Checks for Contractors)~~

~~(cf. 3600 – Consultants)~~

~~(cf. 4112.4/4212.4/4312.4 – Health Examinations)~~

~~(cf. 4212 – Appointments and Conditions of Employment)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description

CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service

Website [California Department of Education, Nutrition Services Division](#)

Website [California School Nutrition Association](#)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E-PDF(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program

3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section G: Conclusion

Interim 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section G: Conclusion

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 13, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim 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 8, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A