To: Dr. Roger Rice, Superintendent  
From: Andrea Crouch, Director, Classified Human Resources  
Date: April 23, 2019  
Subject: Classified Personnel Changes

The Personnel Commission approved the attached list at their March 20, 2019 meeting. This item is now on the consent section of the April 23, 2019 Board of Education meeting for Board approval.
CONSENT AGENDA ITEMS
PERSONNEL TRANSACTIONS REPORT
TO PERSONNEL COMMISSION FOR APPROVAL: 4/17/2019

IT IS RECOMMENDED THE PERSONNEL COMMISSION FIND THAT THE FOLLOWING PERSONNEL TRANSACTIONS HAVE BEEN MADE PURSUANT TO ARTICLE 6 OF THE EDUCATION CODE (THE MERIT SYSTEM) AND THE PERSONNEL COMMISSION RULES AND REGULATIONS AND AUTHORIZE THE FORWARDING OF THE PERSONNEL TRANSACTIONS REPORT TO THE BOARD OF EDUCATION FOR APPROVAL.

PROBATIONARY APPOINTMENTS

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PERMANENT TO PROBATIONARY

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### APPT(S). TO ADDITIONAL PERMANENT POSITION(S)

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### LIMITED TERM, PROVISIONAL

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## EXEMPT HELP

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## CHANGE OF STATUS

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## WORKING OUT OF CLASSIFICATION

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**SEPARATION FROM SERVICE**

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To: Dr. Roger Rice, Superintendent

From: Betsy George
Assistant Superintendent, Business Services

Date: April 18, 2019

Subject: April 23, 2019 BOE Meeting Attachments

The attached items pertain to the following agenda items:

Conference item 3a Proposed New Board Policy 3470 – Debt Issuance and Management
Conference item 3b Resolution #19-13, Authorizing the Issuance & Sale of GO Refunding Bonds, Series 2020
Conference item 3d PTOC Bylaws (Proposed Revisions)
Consent item 10 Purchase Orders (March 27, 2019 to April 9, 2019)
Ventura Unified School District

Board Policy
Debt Issuance and Management

BP 3470
Business and Noninstructional Operations

The Governing Board is committed to long-term capital and financial planning and recognizes that the issuance of debt is a key source for funding the improvement and maintenance of school facilities and managing cash flow. Any debt issued by the district shall be consistent with law and this policy.

(cf. 3000 - Concepts and Roles)
(cf. 3460 - Financial Reports and Accountability)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

The district shall not enter into indebtedness or liability that in any year exceeds the income and revenue provided for such year, unless two-thirds of the voters approve the obligation or one of the exceptions specified in law applies. (California Constitution, Article 16, Section 18)

When the Board determines that it is in the best interest of the district, the Board may issue debt or order an election to issue debt. The Superintendent or designee shall make recommendations to the Board regarding appropriate financing methods for capital projects or other projects that are authorized purposes for debt issuance. When approved by the Board and/or the voters as applicable, the Superintendent or designee shall administer and coordinate the district's debt issuance program and activities, including the timing of issuance, sizing of issuance, method of sale, structuring of the issue, and marketing strategies.

The Superintendent or designee shall retain a financial advisor, municipal advisor, investment advisor, and other financial services professionals as needed to assist with the structuring of the debt issuance and to provide general advice on the district's debt management program, financing options, investments, and compliance with legal requirements. Contracts for services provided by such advisors may be for a single transaction or for multiple transactions, consistent with the contracting requirements in Education Code 17596. In the event that the district issues debt through a negotiated sale, underwriters may be selected for multiple transactions if multiple issuances are planned for the same project. In addition, the district shall select a legal team on an as-needed basis to assist with debt issuances or special projects.

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 9270 - Conflict of Interest)
Goals

The district's debt issuance activities and procedures shall be aligned with the district's vision and goals for providing adequate facilities and programs that support student learning and well-being. When issuing debt, the district shall ensure that it:

1. Maintains accountability for the fiscal health of the district, including prudent management and transparency of the district's financing programs

2. Attains the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements

3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues

4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt

5. Monitors the district's statutory debt limit in relation to assessed valuation within the district and the tax burden needed to meet long-term debt service requirements

6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the district's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws

7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the district at the time the new debt is issued

8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future

9. Preserves the availability of the district's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt

10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 7000 - Concepts and Roles)
Authorized Purposes for the Issuance of Debt

The district may issue debt for any of the following purposes:

1. To pay for the cost of capital improvements, including acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping district facilities

2. To refund existing debt

3. To provide for cash flow needs

(cf. 3100 - Budget)
(cf. 3110 - Transfer of Funds)

Pursuant to Government Code 53854, general operating costs, including, but not limited to, items normally funded in the district's annual operating budget, shall not be financed from debt payable later than 15 months from the date of issuance. The district may deem it desirable to finance cash flow requirements under certain conditions so that available resources better match expenditures within a given fiscal year. To satisfy both state constitutional and statutory constraints, such cash flow borrowing shall be payable from taxes, income, revenue, cash receipts, and other moneys attributable to the fiscal year in which the debt is issued.

Authorized Types of Debt

The Superintendent or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the district, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
   
   a. Short-term debt, such as tax and revenue anticipation notes (TRANs), when necessary to allow the district to meet its cash flow requirements (Government Code 53850-53858)

   b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds (Education Code 15150)

   c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the district (Government Code 53859-53859.08)

2. Long-Term Debt

   a. General obligation bonds for projects approved by voters (California Constitution, Article 13A, Section 1; Education Code 15100-15262, 15264-15276; Government
Code 53506-53509.5)

(cf. 7214 - General Obligation Bonds)

b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code 53311-53368.3)

(cf. 7212 - Mello-Roos Districts)

3. Lease financing, including certificates of participation (COPs)

a. Lease financing to fund the highest priority capital equipment purchases when pay-as-you-go financing is not feasible (Education Code 17450-17453.1)

b. Lease financing to fund facilities projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not feasible or unavailable (Education Code 17400-17429)

4. Special financing programs or structures offered by the federal or state government, such as Qualified Zone Academy Bonds or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs

5. Temporary borrowing from other sources such as the County Treasurer

COPs, TRANs, revenue bonds, or any other non-voter approved debt instrument shall not be issued by the district in any fiscal year in which the district has a qualified or negative certification, unless the County Superintendent of Schools determines, pursuant to criteria established by the Superintendent of Public Instruction, that the district's repayment of that indebtedness is probable. (Education Code 42133)

Relationship of Debt to District Facilities Program and Budget

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of district property and facilities as identified in the district's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

When considering a debt issuance, the Board and the Superintendent or designee shall evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include, but is not limited to, the projected ratio of annual debt service to the tax burden on the district's taxpayers and the ratio of annual debt service secured by the general fund to general fund expenditures.

The district may enter into credit enhancement agreements such as municipal bond insurance,
surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond
insurance companies, or other financial entities when their use is judged to lower borrowing
costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

Structure of Debt Issues

The district shall consider the overall impact of the current and future debt burden of the
financing when determining the duration of the debt issue.

The district shall design the financing schedule and repayment of debt so as to take best
advantage of market conditions, ensure cost effectiveness, provide flexibility, and, as practical,
recapture or maximize its debt capacity for future use. Principal amortization will be structured
to meet debt repayment, tax rate, and flexibility goals.

For new money debt issuances for capital improvements, the district shall size the debt issuance
with the aim of funding capital projects as deemed appropriate by the Board, as long as the
issuance is consistent with the overall financing plan, does not exceed the amount authorized by
voters, and, unless a waiver is sought and received from the state, will not cause the district to
exceed the limitation on debt issuances specified in the California Constitution or Education
Code 15106.

To the extent practicable, the district shall also consider credit issues, market factors, and tax law
when sizing the district’s bond issuance. The sizing of refunding bonds shall be determined by
the amount of money that will be required to cover the principal of, any accrued interest on, and
any redemption premium for the debt to be paid on the call date and to cover appropriate
financing costs.

Any general obligation bond issued by the district shall mature within 40 years of the issuance
date or as otherwise required by law. (California Constitution, Article 16, Section 18;
Government Code 53508.6)

The final maturity of equipment or real property lease obligations will be limited to the useful
life of the assets to be financed but, with respect to a lease purchase of equipment, no longer than
a period of 10 years. (Education Code 17452)

Method of Sale

For the sale of any district-issued debt, the Superintendent or designee shall recommend the
method of sale with the potential to achieve the lowest financing cost and/or to generate other
benefits to the district. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors,
the lowest offered true interest cost

2. Negotiated sale, subject to approval by the district to ensure that interest costs are in
accordance with comparable market interest rates
3. Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the district than either a negotiated or competitive sale

**Investment of Proceeds**

The district shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the district. Where applicable, the district's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

(cf. 3430 - Investing)

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

The management of public funds shall enable the district to respond to changes in markets or changes in payment or construction schedules in order to ensure liquidity and minimize risk.

**Refunding/Restructuring**

The district may consider refunding or restructuring outstanding debt if it will be financially advantageous or beneficial for debt repayment and/or structuring flexibility. When doing so, the district shall consider the maximization of the district's expected net savings over the life of the debt issuance and, when using a general obligation bond to refund an existing bond, shall ensure that the final maturity of the refunding bond is no longer than the final maturity of the existing bond.

**Internal Controls**

The Superintendent or designee shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the district in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the district and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

(cf. 3314 - Payments for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

The district shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred as defined in the text of the voter-approved bond measure.
(Government Code 53410)
When feasible, the district shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

The district shall annually conduct a due diligence review to ensure its compliance with all ongoing obligations applicable to issuers of debt. Such a review may be conducted by general legal counsel or bond counsel. Any district personnel involved in conducting such reviews shall receive periodic training regarding their responsibilities.

In addition, the Superintendent or designee shall ensure that the district completes, as applicable, all performance and financial audits that may be required for any debt issued by the district, including disclosure requirements applicable to a particular transaction.

**Records/Reports**

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). Such report shall include a self-certification that the district has adopted a policy concerning the use of debt that complies with law and that the contemplated debt issuance is consistent with that policy. (Government Code 8855)

On or before January 31 of each year, the Superintendent or designee shall submit a report to the CDIAC regarding the debt authorized, the debt outstanding, and the use of proceeds of the issued debt for the period from July 1 to June 30. (Government Code 8855)

The Superintendent or designee shall provide initial and any annual or ongoing disclosures required by 17 CFR 240.10b-5 and 240.15c2-12 to the Municipal Securities Rulemaking Board, investors, and other persons or entities entitled to disclosure, and shall ensure that the district's disclosure filings are updated as needed.

**Exceptions and Modifications**

The District acknowledges that the capital marketplace fluctuates, municipal finance products change from time to time, and that issuer and investor supply and demand vary. These fluctuations may produce situations that are not anticipated or covered by this policy. As such, the Governing Board may make exceptions or modifications to this policy to achieve the debt management goals outlined above. Management flexibility is appropriate and necessary in such situations, provided specific authorization is granted by the Governing Board.

**Policy Development**

The Superintendent or designee may develop additional specific elements of a debt management framework through rules and regulations which, along with this policy, shall be reviewed periodically in consideration of changing laws, District needs and market conditions.
Legal Reference:
EDUCATION CODE
5300-5441 Conduct of elections
15100-15262 Bonds for school districts and community college districts
15264-15276 Strict accountability in local school construction bonds
15278-15288 Citizen's oversight committees
15300-15425 School Facilities Improvement Districts
17150 Public disclosure of non-voter-approved debt
17400-17429 Leasing of district property
17450-17453.1 Leasing of equipment
17456 Sale or lease of district property
17596 Duration of contracts
42130-42134 Financial reports and certifications
ELECTIONS CODE
1000 Established election dates
GOVERNMENT CODE
8855 California Debt and Investment Advisory Commission
53311-53368.3 Mello-Roos Community Facilities Act
53410-53411 Bond reporting
53506-53509.5 General obligation bonds
53550-53569 Refunding bonds of local agencies
53580-53595.55 Bonds
53850-53858 Tax and revenue anticipation notes
53859-53859.08 Grant anticipation notes
CALIFORNIA CONSTITUTION
Article 13A, Section 1 Tax limitation
Article 16, Section 18 Debt limit
UNITED STATES CODE, TITLE 15
78o-4 Registration of municipal securities dealers
UNITED STATES CODE, TITLE 26
54E Qualified Zone Academy Bonds
CODE OF FEDERAL REGULATIONS, TITLE 17
240.10b-5 Prohibition against fraud or deceit
240.15c2-12 Municipal securities disclosure
CODE OF FEDERAL REGULATIONS, TITLE 26
1.6001-1 Records

Management Resources:
CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION PUBLICATIONS
California Debt Issuance Primer
GOVERNMENT FINANCE OFFICERS ASSOCIATION PUBLICATIONS
Understanding Your Continuing Disclosure Responsibilities, Best Practice, September 2015
Investment of Bond Proceeds, Best Practice, September 2014
Selecting and Managing Municipal Advisors, Best Practice, February 2014
Debt Management Policy, Best Practice, October 2012
Analyzing and Issuing Refunding Bonds, Best Practice, February 2011
INTERNAL REVENUE SERVICE PUBLICATIONS
Tax Exempt Bond FAQs Regarding Record Retention Requirements
U.S. GOVERNMENT ACCOUNTABILITY OFFICE PUBLICATIONS
Internal Control System Checklist
WEB SITES
California Debt and Investment Advisory Commission: http://www.treasurer.ca.gov/cdiac
Government Finance Officers Association: http://www.gfoa.org
Internal Revenue Service: http://www.irs.gov
http://www.emma.msrb.org

Policy
Adopted: VENTURA UNIFIED SCHOOL DISTRICT
Ventura, CA
VENTURA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  

RESOLUTION #19-13  

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020,  
IN A PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 AND  
APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, a bond election was duly and regularly held in the Ventura Unified School District (the “District”) on June 3, 1997, for the purpose of submitting a bond measure (the “Bond Measure”) to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of $81,000,000 (the “1997 Authorization”), and more than the requisite votes cast at said election were in favor of the issuance of such bonds; and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (“the Bond Law”), general obligation bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to voters in the Bond Measure; and

WHEREAS, the District previously issued its Ventura Unified School District General Obligation Bonds 1997 Election, Series E on July 11, 2001, in the aggregate principal amount of $12,500,000 (the “Series E Bonds”), pursuant to the 1997 Authorization and the Bond Law; and

WHEREAS, the District previously issued its Ventura Unified School District General Obligation Bonds 1997 Election, Series F on July 11, 2002, in the aggregate principal amount of $10,000,000 (the “Series F Bonds”), pursuant to the 1997 Authorization and the Bond Law; and

WHEREAS, the District is authorized to provide for the issuance of refunding bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the “Refunding Law”); and

WHEREAS, the District previously issued its Ventura Unified School District 2010 General Obligation Refunding Bonds, pursuant to the Refunding Law, in the aggregate principal amount of $14,510,000 (the “2010 Refunding Bonds”) for the purpose of refunding the outstanding Series E Bonds and a portion of the outstanding Series F Bonds; and

WHEREAS, the 2010 Refunding Bonds maturing on and after August 1, 2021 (the “Refunded Bonds”) are subject to redemption, at the option of the District, from any source of available funds, on August 1, 2020, and the District has determined to refund the Refunded Bonds by issuing refunding bonds (the “Refunding Bonds”), on a forward basis, for the purpose of realizing debt service savings to the District and its taxpayers; and
WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed the information set forth in Appendix B hereto; and

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

ARTICLE I
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning. Capitalized terms which are defined in the recitals of this Resolution and not otherwise defined in this Section 1.01 shall have the respective meanings given to such terms in the recitals.

"Board" means the Board of Education of the District.

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

"Bond Law" means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53550 of said Code, as amended from time to time.

"Bond Purchase Agreement" means the Forward Delivery Bond Purchase Agreement between the District and the Underwriter, pursuant to which the Underwriter will agree to purchase the Refunding Bonds and pay the purchase price therefor.

"Closing Date" means the date upon which there is a delivery of the Refunding Bonds in exchange for the amount representing the purchase price of the Refunding Bonds by the Underwriter.

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

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

"County" means the County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.
“County Controller” means the Controller of the County, or any authorized deputy thereof.

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

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

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

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

“District” means the Ventura Unified School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the Superintendent of the District, the Assistant Superintendent, Business Services of the District, the President of the Board, the Secretary to the Board, the Clerk of the Board, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Resolution and the Refunding Bonds.

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

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended hereafter.

“Escrow Agent” means U.S. Bank National Association, its successors and assigns, as escrow agent under the Escrow Agreement.

“Escrow Agreement” means, the Escrow Deposit and Trust Agreement dated as of the Closing Date, between the District and the Escrow Agent, relating to the refunding and discharge of all or a portion of the outstanding Refunded Bonds.

“Federal Securities” means: (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Financial Advisor” means Isom Advisors, a Division of Urban Futures, Inc.

“Interest Payment Date” means February 1 and August 1 in each year during the term of the Refunding Bonds, commencing on the February 1 or August 1 which is identified as the first Interest Payment Date in the Bond Purchase Agreement.
"Outstanding," when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except (a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

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

"Paying Agent" means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Refunding Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

"Refunded Bonds" means the portion of the Ventura Unified School District 2010 General Obligation Refunding Bonds, issued on November 4, 2010, pursuant to the Refunding Law, in the aggregate principal amount of $14,510,000 to be refunded with proceeds of the Refunding Bonds.

"Record Date" means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Refunding Bonds" means the not to exceed $10,000,000 aggregate principal amount of Ventura Unified School District General Obligation Refunding Bonds, Series 2020, issued and at any time Outstanding under this Resolution.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and transfer of the Refunding Bonds under Section 2.08.

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

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

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.
"Underwriter" means RBC Capital Markets, LLC, the initial purchaser of the Refunding Bonds upon the negotiated sale thereof.

"Written Request of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

Section 1.02. Interpretation.
(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

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

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

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Refunding Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Refunding Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board hereby authorizes the issuance of the Refunding Bonds in the aggregate principal amount not to exceed $10,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to refinance the Refunded Bonds and to pay the Costs of Issuance. The Refunding Bonds may be issued in one or more series and on the same or different dates.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and premium,
if any, on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Refunding Bonds shall be designated the "Ventura Unified School District (Ventura County, California) General Obligation Refunding Bonds, Series 2020" with distinctive designations for separate series, if any, and appropriate designation as to year of issuance.

As provided in Section 53552 of the Bond Law, the Refunding Bonds shall not be issued unless the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds. Before issuing the Refunding Bonds, the District shall receive confirmation from the Underwriter or the District's financial advisor that the requirements of Section 53552 of the Bond Law have been satisfied.

Section 2.02. Terms of Refunding Bonds.

(a) Form; Numbering. The Refunding Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of $5,000 each or any integral multiple thereof. The Refunding Bonds shall be lettered and numbered as prescribed by the Paying Agent.

(b) Date of Refunding Bonds. The Refunding Bonds shall be dated as of the Closing Date.

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

(d) Maturities; Basis of Interest Calculation. The Refunding Bonds shall mature on August 1 in the years and in the amounts, and shall bear interest at the rates, as determined upon the sale thereof and as set forth in the Bond Purchase Agreement. The final maturity of the Refunding Bonds shall be not later than the final maturity of the Refunded Bonds. Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Each Refunding Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a Refunding Bond, interest is in default thereon, such Refunding Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.
(e) **Payment.** Interest on the Refunding Bonds (including the final interest payment upon maturity or redemption) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Refunding Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Refunding Bonds shall be paid on the succeeding Interest Payment Date to such account as shall be specified in such written request. Principal of the Refunding Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

**Section 2.03. Redemption.**

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

(b) **Mandatory Sinking Fund Redemption.** If the Bond Purchase Agreement specifies that any one or more maturities of the Refunding Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Refunding Bonds shall be subject to such mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption.

(c) **Selection of Refunding Bonds for Redemption.** Whenever less than all of the Outstanding Refunding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Refunding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond will be deemed to consist of individual bonds of $5,000 denominations each, which may be separately redeemed.

(d) **Redemption Procedure.** The Paying Agent shall cause notice of any redemption to be mailed, by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Refunding Bonds. In addition, the Paying Agent shall give notice of redemption by telecopy or certified, registered or overnight mail to each of the Securities Depositories at least two days prior to such mailing to the Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Refunding Bonds are to be called for redemption, shall designate the serial numbers of the Refunding Bonds to be redeemed by giving the individual number of each Refunding Bond or by stating that all Refunding Bonds between two stated numbers, both inclusive, or by stating that all of the Refunding Bonds of one or
more maturities have been called for redemption, and shall require that such Refunding Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Refunding Bonds will not accrue from and after the redemption date.

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

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

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

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

**Section 2.05. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the facsimile signature of the President of the Board and shall be attested by the facsimile signature of the Secretary or Clerk of the Board. No Refunding Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent.

Only those Refunding Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, are valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Refunding Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.
Section 2.06. Transfer of Refunding Bonds. Any Refunding Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Refunding Bond issued upon any transfer.

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

Section 2.07. Exchange of Refunding Bonds. The Refunding Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Refunding Bonds of authorized denominations and of the same maturity. The District may charge a reasonable sum for each new Refunding Bond issued upon any exchange (except in the case of any exchange of temporary Refunding Bonds for definitive Refunding Bonds). No exchange of Refunding Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Refunding Bonds for redemption or (b) with respect to a Refunding Bond after it has been selected for redemption.

Section 2.08. Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Refunding Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Refunding Bonds on the Registration Books.

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

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Refunding Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Refunding Bonds. In such event, the District shall issue, transfer and exchange Refunding Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

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

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

Section 3.01. Sale of Refunding Bonds; Approval of Sale Documents.

(a) Negotiated Sale of Refunding Bonds. The Board hereby authorizes the negotiated sale of the Refunding Bonds to the Underwriter. The Refunding Bonds shall be sold pursuant to a Bond Purchase Agreement for each series of bonds in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The true interest cost of the Refunding Bonds shall not exceed the legal limit and the Underwriter’s discount shall not exceed 0.800% of the aggregate principal amount of the Refunding Bonds. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement for the Refunding Bonds, in the name and on behalf of the District.

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

(c) Actions to Close Bond Issuance. Each District Representative and any and
all other officers of the District are each authorized and directed in the name and on behalf
of the District to execute and deliver any and all certificates, requisitions, agreements,
notices, consents, warrants and other documents, which they or any of them might deem
necessary or appropriate in order to consummate the lawful issuance, sale and delivery
of the Refunding Bonds. Whenever in this Resolution any officer of the District is
authorized to execute or countersign any document or take any action, such execution,
countersigning or action may be taken on behalf of such officer by any person designated
by such officer to act on his or her behalf if such officer is absent or unavailable.

(d) Provisions of Bond Purchase Agreement to Control. Notwithstanding
anything in this Resolution to the contrary, any of the terms of the Refunding Bonds may
be established or modified under the Bond Purchase Agreement. In the event of a conflict
or inconsistency between this Resolution and the Bond Purchase Agreement relating to
the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall
be controlling.

Section 3.02. Application of Proceeds of Sale of Refunding Bonds. The
proceeds of the Refunding Bonds shall be paid by the Underwriter on the Closing Date in
accordance with a Written Request of the District, as follows:

(a) The Underwriter shall transfer a portion of the proceeds of the
Refunding Bonds to U.S. Bank National Association, as custodian
under the agreement referred to in Section 3.04, to be applied to pay
Costs of Issuance of the Refunding Bonds.

(b) The Underwriter shall transfer the remainder of such proceeds to the
Escrow Agent to be held, invested and applied to refund and
discharge all or a portion of the outstanding Refunded Bonds being
refunded on the Closing Date in accordance with the Escrow
Agreement.

Section 3.03. Refunding of Refunded Bonds; Approval of Escrow
Agreement. The Refunded Bonds shall be refunded and discharged, in whole or in part,
in accordance with the provisions of the Escrow Agreement. The Board hereby approves
the Escrow Agreement in substantially the form on file with the Clerk of the Board, together
with any changes therein or modifications thereof which are approved by a District
Representative, and the execution thereof by a District Representative will be conclusive
evidence of the approval of any such changes or modifications. A District Representative
is directed to execute the final form of the Escrow Agreement on behalf of the District.
Section 3.04. Costs of Issuance Custodian Agreement. The Board hereby authorizes a District Representative to enter into a Costs of Issuance Custodian Agreement with U.S. Bank National Association in substantially the form on file with the Clerk of the Board. As provided in said agreement, amounts held thereunder shall be requisitioned by a District Representative for payment of Costs of Issuance in accordance with said agreement, and any amounts held not required for payment of Costs of Issuance shall be transferred to the County Treasurer and deposited into the Debt Service Fund, to be applied to pay interest next coming due and payable on the Refunding Bonds.

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS;
PAYMENT OF DEBT SERVICE

Section 4.01. Security for the Refunding Bonds. The Refunding Bonds are general obligations of the District, and the Board has the power to direct the County to levy ad valorem taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the Refunding Bonds and the interest and redemption premium (if any) thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on the Refunding Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

Section 4.02. Establishment of Debt Service Fund. The County Controller or other appropriate County officer shall create and maintain while the Refunding Bonds are outstanding an interest and sinking fund for each series of the Refunding Bonds, designated the "Ventura Unified School District 2020 General Obligation Refunding Bond Debt Service Fund" and any other appropriate distinguishing designation for each separate series. The Debt Service Fund shall be maintained by the County Treasurer as a separate account, distinct from all other funds of the District. The County Treasurer shall deposit or cause to be deposited into the Debt Service Fund the proceeds of taxes levied under Section 4.01.

The Debt Service Fund, together with all tax revenues levied for the repayment of the Refunding Bonds, is hereby pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any term Refunding Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and
redemption premium (if any) on the Refunding Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Section 4.03. Disbursements From Debt Service Fund. The County shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. Amounts on deposit in the Debt Service Fund, to the extent needed to pay the principal of and interest on the Refunding Bonds when due, shall be transferred by the County Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer.

Section 4.04. Investments. All moneys held in any of the funds or accounts established with the County hereunder shall be invested in any one or more investments generally permitted to school districts under the laws of the State of California, consistent with the County investment policy. Such investments shall be made under the direction and at the discretion of the County Treasurer. Obligations purchased as an investment of moneys in any fund or account constitute a part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

Section 5.02. Books and Accounts; Financial Statements. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Refunding Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Refunding Bonds then Outstanding, or their representatives authorized in writing.
Section 5.03. Protection of Security and Rights of Owners. The District will preserve and protect the security of the Refunding Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Refunding Bonds by the District, the Refunding Bonds shall be incontestable by the District.

Section 5.04. Tax Covenants.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

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

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

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

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

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

Section 5.06. CDIAC Annual Reporting. The District hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Refunding Bonds.

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

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association shall act as Paying Agent for the Refunding Bonds. In such capacity, the Paying Agent shall also act as registration agent and authentication agent for the Refunding Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of such Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be, if not the County, a bank, national banking association or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the County Treasurer, the District and the Owners of such resignation. Upon receiving notice of such resignation, the County Treasurer shall promptly appoint a successor Paying Agent by an
instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

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

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

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

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

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

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

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

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action
taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

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

ARTICLE VII

REMEDIES OF OWNERS OF THE REFUNDING BONDS

Section 7.01. Remedies. Any Owner of the Refunding Bonds has the right, for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights; or

(c) upon the happening and continuation of any default by the District hereunder or under the Refunding Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

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

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution or in the Refunding Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Refunding Bonds to the respective Owners of the Refunding Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Refunding Bonds.
A waiver of any default by any Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Refunding Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Refunding Bonds.

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) To cure any ambiguity, supply any omission, substitute any party, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Owners in the opinion of Bond Counsel filed with the District; or

(d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Refunding Bonds.

Section 8.02. Amendments Effective With Consent of the Owners. The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Refunding Bonds Outstanding at the time such consent is given.

Any of the following amendments of this Resolution may be made only with the prior written consent of the Owners of all Outstanding Bonds: (a) a change in the terms of
maturity of the principal of any Outstanding Refunding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Refunding Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in the provisions of Section 7.01 relating to Events of Default, or (d) a reduction in the amount of moneys pledged for the repayment of the Refunding Bonds. No amendment may be made to the rights or obligations of any Paying Agent without its written consent.

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Refunding Bonds.

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

(i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Refunding Bonds; or

(iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Refunding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Refunding Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In that event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for
the payment or redemption of Refunding Bonds not theretofore surrendered for such payment or redemption.

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

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

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

(i) lawful money of the United States of America in an amount equal to the principal amount of such Refunding Bonds and all unpaid interest thereon to maturity, except that, in the case of Refunding Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Refunding Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Refunding Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Refunding Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.
(d) Payment of Refunding Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Refunding Bonds and remaining unclaimed for two years after the principal of all of the Refunding Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Refunding Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Refunding Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Refunding Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Refunding Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

Section 9.03. Execution of Documents and Proof of Ownership of the Refunding Bonds. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proven by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

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

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

Section 9.04. Waiver of Personal Liability. No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Refunding Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. No Liability of the County. Notwithstanding anything stated to the contrary in this Resolution, (a) the Refunding Bonds are not a debt of the County, including
its Board of Supervisors, officers, officials, agents and employees, and the County, including its Board of Supervisors, officers, officials, agents and employees, has no obligation to repay the Refunding Bonds; (b) the Board of Supervisors' sole responsibilities hereunder are to levy a tax for the repayment of the Refunding Bonds, as provided in Sections 15140, 15146 and 15250, respectively, of the Education Code, (c) neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Code Sections; (d) the Refunding Bonds, including interest thereon, shall be payable solely from taxes levied by the Board of Supervisors of the County under Section 15250 of the Education Code; and (e) the County, including its Board of Supervisors, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties under this Resolution. The County makes no assurances regarding the use of the proceeds of the Refunding Bonds, and has no responsibility and assumes no liability arising from the expenditure of such proceeds by the District.

Section 9.06. Limited Duties of County; Indemnification. The County, including its Board of Supervisors, officers, officials, agents and employees, shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of the District’s default with respect to the repayment of the Refunding Bonds, including interest thereon, no implied covenants or obligations shall be read into this Resolution against the County, including its Board of Supervisors, officers, officials, agents and employees. The District hereby agrees to indemnify, defend and hold harmless the County, including its Board of Supervisors, officers, officials, agents and employees, against the payment of any and all liabilities, losses, costs and expenses (including attorneys fees and court costs), damages and claims which the County, including its Board of Supervisors, officers, officials, agents and employees, may incur in the exercise and performance of its or their powers and duties hereunder which are not due to its or their negligence or bad faith.

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

Section 9.08. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Refunding Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Owners.
Section 9.09. Execution of Documents. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Refunding Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

Section 9.10. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

*****
I hereby certify that the foregoing Resolution was passed and adopted by the Board of Education of the Ventura Unified School District at a meeting thereof duly held on April 23, 2019, by a majority vote of all of its members.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
President of the Board

______________________________
Clerk of the Board
APPENDIX A

FORM OF BOND

REGISTERED BOND NO. ________ $__________

VENTURA UNIFIED SCHOOL DISTRICT
(Ventura County, California)

GENERAL OBLIGATION REFUNDING BOND, SERIES 2020

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The VENTURA UNIFIED SCHOOL DISTRICT (the “District”), located in Ventura County, California (the “County”), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the Principal Amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _______ 1, 20__ (the “Interest Payment Dates”). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _______ 1, 20__, in which event it will bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the “Registered Owner”) on the Bond registration books maintained by the Paying Agent, initially U.S. Bank National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the “Record Date”); provided, however, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each
succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as specified in such written request.

This Bond is one of a series of $_______ of Bonds issued for the purpose of raising money to refinance outstanding general obligation bond indebtedness of the District, issued under a Resolution of the Board of Education of the District adopted on April 23, 2019 (the “Bond Resolution”). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

This Bond and the interest thereon and on all other Bonds and the interest thereon (to the extent set forth in the Bond Resolution) are general obligations of the District. The Board of Supervisors of the County has the power and is obligate to levy ad valorem taxes for the payment of the Bonds and the interest thereon upon all property within the District which is subject to taxation for payment of the Bonds. The Bonds do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the principal of or interest on the Bonds.

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

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

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.
[if applicable: The Bonds maturing on August 1 in each of the years ____ and ____ are Term Bonds which are subject to mandatory sinking fund redemption on August 1 in each of the years and in the respective principal amounts as set forth in the following tables, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph will be reduced on a pro rata basis in integral multiples of $5,000, as designated in a Written Request of the District filed with the Paying Agent.

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

Notice of redemption will be given by mail to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date. Neither the failure to receive such notice nor any defect in any notice so mailed will affect the sufficiency of the proceedings for the redemption of such Bonds.

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

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

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.
This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

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

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

VENTURA UNIFIED SCHOOL DISTRICT

By ___________________________
    President
    Board of Education

Attest:

______________________________
    Secretary
    Board of Education
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to in this Bond.

Date of Authentication:

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

By __________________________
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: ________________

Signature Guaranteed:

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

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.
APPENDIX B
GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided to the District by the underwriter and financial advisor in good faith:

(A) True interest cost of the Bonds: 2.99%

(B) Finance charge of the Bonds (sum of all costs of issuance and fees/charges paid to third parties): $226,516

(C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): $8,448,606

(D) Total payment amount through maturity: $10,118,947
VENTURA UNIFIED SCHOOL DISTRICT

PARCEL TAX OVERSIGHT COMMITTEE

BYLAWS

Section 1. Committee Established.

On November 6, 2012, the Ventura Unified School District ("District") received approval from voters to implement an annual $59 per parcel tax levy to support educational programs for a period of four years. Pursuant to its desire to assure the greater school community that these parcel tax dollars will be expended in a manner consistent with the ballot language, the District voluntarily establishes a Parcel Tax Oversight Committee (PTOC). The Board of Trustees of the Ventura Unified School District ("Board") hereby adopts the Parcel Tax Oversight Committee Bylaws setting forth the duties and rights of this Committee.

Section 2. Purposes.

The purpose of the PTOC is to provide oversight and accountability on the expenditures funded by the parcel tax to ensure that the said funds are spent for the purposes approved by the voters. The PTOC will meet at least semi-annually to monitor the expenditures of these funds by the District and will report to the Board of Education and the community, on an annual basis, on how these funds have been spent. An annual audit will be a part of the PTOC’s report to the Board.

The PTOC will hold at least two regular meetings a year (one in the fall and one in the spring) at mutually convenient dates and times. **All meetings of the PTOC shall be open to the public. As a standing committee of the Board of Education, meetings of the PTOC are subject to the requirements of the Brown Act.**

The District shall provide necessary administrative support to the PTOC as shall be consistent with the PTOC’s purposes.

Section 3. Duties.

To carry out its stated purposes, the PTOC shall perform the following duties:

3.1 Review Expenditures. The PTOC shall review expenditure reports produced by the District to ensure that parcel tax proceeds are expended only for the purposes set forth in the ballot measure.
3.2 Present an Annual Report. The PTOC shall present to the Board, in public session, an annual written report which shall include the following: (a) A statement indicating whether District use of parcel tax revenue is consistent with the intended use of such monies and (b) a summary of the PTOC’s proceedings and activities for the preceding year.

Section 4. Authorized Activities.

In order to perform the duties set forth in Section 3, the Committee may receive and review copies of the District’s annual independent financial audit and/or make requests for copies or inspection of District records in writing to the District’s Chief Business Official. The Committee may also request to meet and confer with members of the District’s Management Team and/or conduct site visits to verify that the parcel tax revenues are being used in an appropriate manner.

Section 5. Membership.

5.1 Number. The PTOC appointed by the Board of Education shall consist of not less than seven five (5) nor more than 11 members, and shall be representative of each of the following:

   A. Business
   B. Senior Organization
   C. (3) Parent/Guardian of currently enrolled District Students
   D. Real Estate/Land Owners Organization
   E. (3) Community at Large

Each member will serve for a term of two years without compensation, and for no more than two consecutive terms.

No employee or official of the district shall be appointed to the committee. Additionally, no vendor, contractor, or consultant of the District shall be appointed to the committee.

5.2 Qualification Standards. To be a qualified person, he or she must be at least 18 years of age and reside within the Ventura Unified School District boundaries.

5.3 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning July 1, 2013. No member may serve more than two (2) consecutive terms. At the PTOC’s first meeting, members will draw lots to select a minimum majority for an initial three (3) year term and the remaining members for an initial two (2) year term. A PTOC member who ceases to belong to one of the designated groups he/she was appointed to represent shall be permitted to complete his/her term so long as he/she continues to reside within the District boundaries.
A) Effective June 30, 2016, the term of PTOC members shall be on a calendar year basis. The term of PTOC members shall begin January 1 and end December 31. This change extends the term of the current PTOC members to December 31, 2016, extending their service by six (6) months.

5.4 Removal: Vacancy. The Board may remove any PTOC member for cause, including failure to attend three consecutive PTOC meetings or for failure to comply with the Parcel Tax Oversight Committee Ethics Policy Statement. Upon a member’s removal, his or her seat shall be declared vacant. The Board shall fill by appointment any vacancies on the PTOC or any additional membership on the PTOC.

5.5 Compensation. The PTOC members shall not be compensated for their services.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The PTOC shall establish a schedule for the date and time of regular meetings to be held at least semi-annually to include an annual organizational meeting to be held no later than March 15th.

6.2 Procedures. All meetings shall be open to the public in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq. Meetings shall be conducted according to such additional procedural rules as the PTOC may adopt. A two-thirds majority of the number of PTOC 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 PTOC necessary technical and administrative assistance as follows:

A. preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board,

B. provision of a meeting room, including any necessary audio/visual equipment,

C. preparation and copies of any documentary meeting materials, such as agendas and reports, and

D. retention of all PTOC records, and providing public access to such records on an internet website maintained by the District Board.

7.2 District staff shall attend PTOC proceedings whenever invited in order to report on the status of projects and the expenditures of parcel tax proceeds.
Staff to the PTOC shall include:

- Board Liaison
- Superintendent
- Deputy Superintendent, Business Services
- Assistant Superintendent, Educational Services
- Director of Budget and Finance
- Executive Assistant, Business Services

7.3 In the event of a vacancy on the PTOC for any reason—resignation, removal, or end of term—District staff shall post said vacancy and application process in a timely manner at all District offices, on the District website. Staff shall also publicize the vacancy via news releases prepared and delivered to local news media outlets.

Section 8. Reports.

In addition to the Annual Report required in Section 3.2, the PTOC may choose to report to the Board following any meeting in order to advise the Board on the activities of the PTOC. Such report shall be in writing and shall summarize the proceedings and activities conducted by the PTOC.

Section 9. Officers.

The PTOC shall elect a Chair and a Vice-Chair who shall act as Chair only when the chair is absent, which positions shall continue for two (2) year terms. No person shall serve as chair for more than two consecutive terms.

Section 10. Amendment of Bylaws.

Any amendment to these Bylaws shall be approved by a majority vote of the Ventura Unified School District Board.

Section 11. Termination.

The Committee shall automatically terminate and disband at the earlier of the date when, (a) all parcel tax proceeds are spent, or (b) one year after the parcel tax expires.
ATTACHMENT A

PARCEL TAX OVERSIGHT COMMITTEE
ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for PTOC members to follow while carrying out their roles. Not all ethical issues that PTOC members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for PTOC members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. PTOC members are expected to strictly adhere to the provisions of this Ethics Policy.

CONFLICT OF INTEREST. A PTOC member shall not make or influence a District decision regarding the expenditure of any parcel tax monies in a manner which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

COMMITMENT TO UPHOLD LAW. A PTOC member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Ventura Unified School District.

COMMITMENT TO DISTRICT. A PTOC member shall place the interests of the District above any personal or business interest of the member.

I have read the above Ethics Policy Statement and agree to abide by all of the conditions contained therein.

______________________________       _______________________
Signature of Committee Member                      Date

Printed Name of Committee Member:

(rev. 10/11/16—BOE approved)
(revised: ___________—BOE approved)
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# Board Report with Fund/Object

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<th>PO Number</th>
<th>Vendor Name</th>
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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.
<table>
<thead>
<tr>
<th>PO Number</th>
<th>Vendor Name</th>
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## Board Report with Fund/Object

Includes Purchase Orders dated 03/27/2019 - 04/09/2019

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**Total Number of POs**: 151  
**Total**: $293,663.85

### Fund Recap

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</table>

**Total**: $293,663.85

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.
## PO Changes

<table>
<thead>
<tr>
<th>New PO Amount</th>
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<th>Description</th>
<th>Change Amount</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>

Total PO BP19-00308 178,479.28

| BP19-00347 | 50,000.00 | 010-5800 | General Fund/Professnl/Consult Serv & Opera | 19,807.98 |
| BP19-00429 | 6,600.00  | 010-4300 | General Fund/Materials and Supplies | 127.49   |
| BP19-00514 | 10,000.00 | 010-5800 | General Fund/Professnl/Consult Serv & Opera | 5,000.00 |
| BP19-00564 | 2,110.00  | 010-5600 | General Fund/Rentals and Repairs | 595.00   |
| VP19-00580 | 1,761.53  | 120-4300 | Child Development Fund/Materials and Supplies | 154.30-  |
| VP19-00864 | 13,950.00 | 210-6210 | Building Fund/Architect/Engineering Fees | 1,550.00 |
| VP19-01386 | 1,287.20  | 010-4300 | General Fund/Materials and Supplies | .00      |
|               |           | 010-4400 | General Fund/Equipment Not Capitalized | .00      |

Total PO VP19-01386 .00

| VP19-02458 | 1,802.55  | 010-4300 | General Fund/Materials and Supplies | 2.90     |
|            |           | 010-4400 | General Fund/Equipment Not Capitalized | 2.49     |

Total PO VP19-02458 5.39

| VP19-02595 | 3,258.54  | 010-4400 | General Fund/Equipment Not Capitalized | 29.27    |
| VP19-02598 | 154.24    | 010-4300 | General Fund/Materials and Supplies | 79.92    |
| VT19-00254 | 948.00    | 010-5806 | General Fund/Internet Publications/Software | 7.60-    |

Total PO Changes 231,955.89

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.
The Governing Board recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students and contributes to school safety while strengthen the schools’ relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

(cf. 1000 - Concepts and Roles)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)

The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.

Volunteer work shall be limited to those projects that do not replace the normal duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school and comply with employee negotiated
agreements.

(cf. 4141/4241 - Collective Bargaining Agreement)

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 3515.2 - Disruptions)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

(cf. 1150 - Commendations and Awards)

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

(cf. 0500 - Accountability)

Workers' Compensation Insurance

The Board desires to provide a safe environment for volunteers and minimize the district's exposure to liability.

Upon the adoption of a resolution by the Board, volunteers shall be entitled to workers' compensation benefits for any injury sustained while engaged in the performance of service for the district. (Labor Code 3364.5)

Workers' Compensation

Unsalaried volunteers shall be considered employees of the district for workers' compensation insurance purposes. If injured while serving as volunteers in the district, they should file workers' compensation insurance forms provided by the district office.

(cf. 3530 - Risk Management/Insurance)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

Legal Reference:
EDUCATION CODE
After School Education and Safety program
21st Century Community Learning Center program
Volunteer aides
Automated records check
Registry of volunteers for before/after school programs
Sex offense; definition
Supervision of students during lunch and other nutrition periods
Fingerprinting requirements
Interagency agreements for criminal record information
Instructional aides
Teacher aides
Parental notifications
Activity Supervisor Clearance Certificate
Examination for tuberculosis
Prohibited discrimination and harassment
Prohibited interference with employees' rights
Fingerprints of individuals in contact with child day care facility clients
Public works; exclusion of volunteers from prevailing wage law
Workers' compensation; definitions
Persons performing voluntary services for school districts
Registration of sex offenders
Information re sex offenders
Disclosure by person required to register as sex offender
Sex offender; permission to volunteer at school
Criminal record clearance
Health screening, volunteers in child care centers
Qualifications and duties of paraprofessionals, Title I programs
Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Parents/Family and Community:
http://www.cde.ca.gov/ls/pf
California Department of Justice, Megan's Law mapping:
http://www.meganslaw.ca.gov
California Parent Teacher Association: http://www.capta.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Ventura USD
Administrative Regulation
Volunteer Assistance

AR 1240
Community Relations

Duties of Volunteers

The Superintendent or designee may assign volunteers to:

1. Assist certificated personnel in the performance of their duties, including in the supervision of students and in the performance of instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher (Education Code 35021, 45343, 45344, 45349)

   (cf. 4222 - Teacher Aides/Paraprofessionals)
   (cf. 5148 - Child Care and Development)
   (cf. 5148.2 - Before/After School Programs)

2. Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities (Education Code 35021)

3. Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)

4. Work on short-term facilities projects pursuant to the section below entitled "Volunteer Facilities Projects"

5. Perform other duties in support of district or school operations as approved by the Superintendent or designee

   (cf. 6163.1 - Library Media Centers)

Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)

   (cf. 4217.3 - Layoff/Rehire)

Basic Skills Proficiency Requirement

Volunteers who supervise or provide instruction to students pursuant to Education Code 45349
shall submit evidence of basic skills proficiency to the Superintendent or designee.  (Education Code 45344.5, 45349)

(cf. 4212 - Appointment and Conditions of Employment)

Criminal Background Check

Prior to assuming a volunteer position working with students in a district-sponsored student activity program, a volunteer shall obtain fingerprint clearance through the Department of Justice and Federal Bureau of Investigation. At his/her discretion, the volunteer may choose to meet this requirement by obtaining an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing. Student activity programs include, but are not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by the district or a school booster club, such as cheer team, drill team, dance team, and marching band. (Education Code 49024)

(cf. 4112.5/4212.5/4312.5 - Criminal Background Check)  
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)  
(cf. 6145 - Extracurricular and Cocurricular Activities)

The Superintendent or designee shall determine which volunteer positions in the district are subject to the above requirement.

The criminal background check requirement shall not apply to volunteer supervisors for breakfast, lunch, or other nutritional periods or to volunteer nonteaching aides under the immediate supervision and direction of certificated personnel pursuant to Education Code 35021, including parents/guardians volunteering in a classroom or on a field trip or community members providing noninstructional services.  (Education Code 49024)

Registered Sex Offenders

The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the Department of Justice's Megan's Law web site.

The principal may grant a registered sex offender, who is not the parent/guardian of a student at the school, permission to come into a school building or upon school grounds to volunteer at the school. At least 14 days prior to the first date for which permission has been granted, the principal or designee shall notify the parent/guardian of each student at the school, using one of the methods specified in Education Code 48981, that a person who is required to register as a sex offender pursuant to Penal Code 290 has been granted permission to come into a school building or upon school grounds, the date(s) and times for which permission has been granted, and the parent/guardian's right to obtain information regarding the person from a designated law enforcement agency.  (Penal Code 626.81)

(cf. 5145.6 - Parental Notifications)
However, no person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer to assist certificated personnel in the performance of their duties; supervise students during lunch, breakfast, or other nutritional period; or serve as a nonteaching aide to perform noninstructional tasks. In addition, a person who is required to register as a sex offender because of a conviction for a crime where the victim was a minor under age 16 shall not serve as a volunteer in any capacity in which he/she would be working directly and in an unaccompanied setting with minors on more than an incidental and occasional basis or have supervision or disciplinary power over minors. (Education Code 35021, 45349; Penal Code 290.95)

(c.f. 3515.5 - Sex Offender Notification)

Tuberculosis Assessment/Examination

Upon initial volunteer assignment, a volunteer shall have on file with the school a certificate showing that he/she has submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406)

(c.f. 4112.4/4212.4/4312.4 - Health Examinations)

The Superintendent or designee may exempt from the tuberculosis risk assessment and/or examination those volunteers whose functions do not require frequent or prolonged contact with students. (Education Code 49406)

Note: See AR 5148.2 - Before/After School Programs for information about health screening and fingerprint clearance requirements for volunteers in the After School Education and Safety program and 21st Century Community Learning Center program pursuant to Education Code 8483.4 and 35021.3.

Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and shall be approved by the Director of Facilities, Maintenance and Operations in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting

6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs

Paving
Tree planting, pruning or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary. Projects shall be inspected upon completion to ensure that the work was done satisfactorily. Electrical, electronic, heating, ventilation, air conditioning, plumbing, welding and structural work must be done by a licensed contractor or performed under the supervision of a skilled district maintenance employee with knowledge of the trade involved.

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 7140 - Architectural and Engineering Services)
Administrative Regulation
School-Sponsored Trips

AR 6153
Instruction

Supervision

Students on school-sponsored trips are under the jurisdiction of the district and shall be subject to district and school rules and regulations.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent or designee shall ensure that adequate supervision is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip. If the trip involves water activities, this ratio shall be revised as necessary.

1. Students on approved trips are under the jurisdiction of the Governing Board and subject to school rules and regulations.

2. Teachers or other certificated personnel shall accompany students on all trips and shall assume responsibility for their proper conduct.

3. Before the trip, teachers shall provide any adult chaperones who may accompany the students with clear information regarding their responsibilities.

4. Chaperones shall be 21 years of age or older.

5. Chaperones shall be assigned a prescribed group of students (not to exceed 10 students) and shall be responsible for the continuous monitoring of these students' activities.

6. Teachers and chaperones shall not consume alcoholic beverages, use tobacco, or use controlled substances while accompanying and supervising students on a trip.

7. When a trip is made to a place of business or industry, the teacher shall arrange for an employee of the host company to serve as conductor.

8. Temporary, non-Certificated Athletic Coaches may supervise teams on day trips. If the athletic trip requires an overnight stay, the Principal will ensure that a Certificated staff member is present for student supervision.
Parent/Guardian Permission

Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. A separate permission slip is required for each trip, regardless of duration and distance from the campus. Field Trip/Excursion Authorization and Medical Treatment Authorization" (Form: VCSS SFA-1055/10/92) shall be used exclusively for this purpose. A "Blanket" permission slip is acceptable only for athletic trips that are included in the high school's Fall, Winter or Spring sports schedules, and only when a copy of the schedule is attached to the permission slip. Athletic trips that do not appear on the schedule must require a separate parent/guardian permission slip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities. The district shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims. (Education Code 35330)

Safety Issues

1. While conducting a trip, the teacher, employee, or agent of the school shall have the school's first aid kit in his/her possession or immediately available. (Education Code 32041)

   Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip. (Education Code 32043)

2. The district shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion or field trip. (Education Code 35331)

   (cf. 3541.1 - Transportation for School-Related Trips)
   (cf. 5143 - Insurance)

3. If the Superintendent or designee receives threat level warnings from the Homeland Security Advisory System pertaining to the destination of a school-sponsored trip, he/she shall implement precautions necessary to protect the safety of students and staff.

4. Before trips of more than one day, the principal or designee may hold a meeting for staff, chaperones, parents/guardians, and students to discuss safety and the importance of safety-related rules for the trip.

   (cf. 5142 - Safety)
Funding

No student shall be prevented from making a trip because of a lack of sufficient funds. No trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. (Education Code 35330)

Trip Approval

1. Teachers planning a trip shall make a request in writing to the principal at least 3 weeks prior to the date desired. Whenever practical, an alternate date should also be listed. The purpose of the trip and its relation to the course of study shall be stated in the request.

2. The principal shall approve or disapprove the request and notify the teacher. If the trip is disapproved, the principal should state the reasons.

3. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

4. Principals shall disapprove activities which they consider to be inherently dangerous to students or to pose unacceptable, unmitigated risks.

Trips Which Include Swimming or Wading

1. No swimming or wading shall be allowed on trips unless planned and approved in advance. Parents must be notified of the plan.

2. When wading in the ocean, bay, river or other body of water as part of a planned, supervised outdoor education activity, teachers shall provide for a number of chaperones to exceed the normal ratio of 1-10 (see 3e) and shall instruct both chaperones and students of the real and potential risks inherent in such activities and the precautions necessary for their safety.

3. Swimming Activities/Activities Involving Water

   a. Parents/guardians must provide written permission for the student to swim or to travel over water and must indicate the student's swimming ability.

   b. Swimming facilities, including backyard pools, must be inspected by the principal and teacher before the trip is scheduled.

   c. Lifeguards are required for all swimming activities. If the activity is at a private pool, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than $500,000 in liability coverage. Staff shall determine supervisory responsibilities for all chaperones.

(cf. 3530 - Risk Management/Insurance)
d. The ratio of adult chaperones who are at least 21 years of age, to students shall be at least one to ten in grades 7 to 12. In grades 4 through 6 this ratio shall be one to eight and in grades K through 3, this ratio shall be one to four.

e. Specific supervisory responsibilities shall be determined in advance to accommodate the varying swimming abilities of students. These responsibilities shall be clarified in writing and reviewed verbally before the trip.

f. Emergency procedures shall be included with written instructions to adult chaperones and staff.

g. Staff and chaperones assigned to supervise students must wear swim suits and know how to swim.

h. The principal may require students to wear flotation devices, depending upon their age and swimming ability.

i. A buddy-system or other means of surveillance shall be arranged in advance and strictly enforced during swimming activities.

All Trips Involving Water Crafts

1. Use of private and/or non-commercial vessels is prohibited.

2. The teacher requesting the trip must verify the following:

   a. The vessel has a current coast Guard Certificate.

   b. The Captain has a current valid license for the type and size of the vessel.

   c. The vessel has adequate life jackets for the group.

3. The teacher must obtain a Certificate of Insurance naming the district as an additional insured. Under unique circumstances, a letter of coverage may be submitted in lieu of the Certificate of Insurance, provided that the letter of coverage is acceptable to the Assistant Superintendent of Business Services.

4. The teacher will insist that emergency procedures and drills are reviewed by the boat personnel with the field trip adults and participants.

5. Review weather/sea conditions and information prior to the trip and be aware of any warnings out (or call in the Ventura County Harbor Masters at 805-642-8538 or Harbor Patrol [24 hours] at 805-642-8618 for information); evaluate the warning and the trip.
* One Red Pendant = Small Craft Advisory
* Two Red Pendants = Gale
* One Square Red Flag w/Black Square in Middle = Storm Warning
* Two Square Red Flags w/Black Squares in Middle = Hurricane

Note: If any of the above warnings are in effect or if the Harbor Master or Harbor Patrol are against going out to sea, CANCEL OR POSTPONE THE TRIP.

6. The teacher will assign adult chaperones to specific children (not to exceed 10 students). Adequate supervision is to be provided on all school sponsored trips and there is to be an appropriate ratio of adult chaperones, who are at least 21 years of age, to students present on the trip.

   a. Supervise children

   b. Be responsible for the children assigned to them

Whenever a water craft trip is going to take place, a pre-trip meeting must be held at the school with all adult staff members and volunteers at least one week prior to the trip. During this meeting, the above guidelines can be discussed and the adults reminded that they are chaperones, not participants. Any questions regarding their responsibilities can be addressed at that time. Any adult not participating in this meeting, will not be permitted on the trip. Attendance records will be kept on file.

Travel to a Foreign Country

The U.S. Department of State maintains travel alerts and warnings for foreign destinations. The Superintendent or designee shall review all travel alerts and warnings to ensure that travel is only undertaken when determined that no imminent or apparent threat exists.

The teacher-in-charge shall provide the Superintendent or designee the following:

1. Roster of students and chaperones to include their names and emergency contact information.
2. Name of airline, flight information, to include times of departures and arrivals.
3. Complete itinerary of daily travel.
4. Name, address and phone number of lodging facilities.
5. Overseas cellular phone number of teacher-in-charge or chaperone.
Elmhurst Elementary School
Where Kindness Matters

An AVID Elementary School incorporating Social Emotional Learning into everything we do, while challenging students to work at the highest level possible.
Current Challenges and Actions

1. **Math/English Language Arts**
   a. Intervention Classes/Teachers (3)
   b. Grade Level Data Meetings
   c. Professional Development/Parent Nights
   d. Exploring Ways to Restructure Interventions

2. **Chronic Absenteeism/Student Turnover**
   a. Engaging Saturday Schools
   b. Parent Education/Communication
   c. Assisting Parents with Transportation Solutions and Community Resources

3. **Facilities/Grounds**
   a. Working with district staff to repair/maintain aging facilities/grounds to stay safe
   b. Planning Beautification Projects - Parent Staff Friends Organization Volunteers
   c. Ordering Trash Cans and an Additional Coat Rack for Community Use during evenings and weekends
Thank you!
VUSD DELAC – 2017-2018
English Learner Programs
Programas para aprendices de inglés

ADVISORY REPORT TO BOARD OF EDUCATION

INFORME ASESOR A LA MESA DIRECTIVA DE EDUCACIÓN

APRIL 23, 2019
VUSD Goals for English Learners

1. English proficiency
2. Success in Academic Areas
3. Preparation for a Career in two languages
4. Participation in Community Service
5. Participation in Extra-curricular Activities

Las metas para los aprendices de inglés de VUSD

1. La competencia en inglés
2. El éxito en las áreas académicas
3. La preparación para una carrera en los dos idiomas
4. La participación en trabajos comunitarios
5. La participación en las actividades extra-curriculares
How We Gathered Responses

DELAC members representing schools throughout Ventura have worked together to conduct a needs assessment and summarize the recommendations we will present tonight.

Cómo recopilamos las respuestas

Los miembros de DELAC que representan nuestras escuelas en Ventura han trabajado juntos para conducir una evaluación de necesidades y resumir las recomendaciones en esta presentación.
The Results from the Needs Assessments are used to Inform:

- Single Plans
- Local Control Accountability Plan (LCAP) Goals or Actions and Services
- Multilingual & Multicultural Goals and Services

Los resultados de las evaluaciones de necesidades se utilizan para informar:

- Planes singulares
- Plan de Control local y rendimiento de cuentas (LCAP) Metas o acciones y servicios
- Metas y servicios Multilingüe y Multicultural
K-5 DELAC Representatives

Representantes del DELAC K-5

ATLAS: Yesme Ayala, Lourdes Cardona
Elmhurst: Jorge and Maria Cervantes
E.P. Foster: Jaime and Maria Honorato, Angelica Robles, Martin Salazar
Junipero Serra: Silvia Cabeza
Lincoln: Jorge and Maria Cervantes
Sheridan Way: Evangelina Patricio
Will Rogers: Salvador and Irma Robles
6-12 DELAC Representatives

Representantes del DELAC 6-12

- **Anacapa**: Rebeca Castro
- **Cabrillo**: Maria del Carmen Salinas
- **DATA**: Silvia Cabeza, Marco Estrada, Elizabeth Hernández, Haide Lopez, Evangelina Patricio, Efigenia Renteria
- **Buena HS**: Rebeca Castro
- **Ventura HS**: Paloma Cuevas, Marco Estrada, Efigenia Renteria, Salvador and Irma Robles, Martin Salazar
## Highlights

1. Achieving Proficiency in English / Lograr el dominio en inglés

<table>
<thead>
<tr>
<th>Evidence of Progress / Evidencia del progreso</th>
<th>Important Issues to Address / Temas importantes que abordar</th>
</tr>
</thead>
<tbody>
<tr>
<td>English Classes / Clases de inglés</td>
<td>● Continue offering tutoring</td>
</tr>
<tr>
<td>Reclassification / Reclasificación</td>
<td>● More information about the reclassification process</td>
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<tr>
<td>ELPAC / ELPAC</td>
<td>● Continue offering professional development opportunities for teachers</td>
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<tr>
<td>ADEPT / ADEPT</td>
<td>● We want ELD classes for parents and also continue offering professional development for paraeducators</td>
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<tr>
<td>School and District tests / Exámenes de la escuela y del distrito</td>
<td>● Continue with English intervention teachers</td>
</tr>
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<td></td>
<td>● Seguir ofreciendo tutoría</td>
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<td>● Más información sobre el proceso de reclasificación</td>
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<td>● Continuar brindando a los maestros oportunidades de desarrollo profesional</td>
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<td>● Queremos clases ELD para padres y también continuar desarrollo profesional para paraeducadores</td>
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<td>● Seguir con maestras de intervención en inglés</td>
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For the future of every student
### Evidence of Progress / Evidencia del progreso

- The Administration collaborates with ELA teachers each quarter to discuss student progress in core classes, core +1 and intervention to assure that students are correctly placed.
- Students placed in classes appropriate to their Reading and Math levels
- All 1st through 5th grade ELL students are receiving universal access time of at least one hour per day of instruction at their level. Students are also receiving ELD (SDAIE strategies) daily in their classrooms, throughout the entire curriculum.

### Important Issues to Address / Temas importantes que abordar

- Continue focusing on Math: Strategy nights and Math intervention
- Increase ELL student enrollment in AVID classes, provide more information to the parents about AVID
- Offer an evening for parents to discuss ELPAC and explain the impact that the assessment has towards the student’s academic progress.
- Focus on Science: vocabulary, new standards, support for EL students
- An opportunity for 6th grade students to participate in AVID

- Continuar enfocar en matemáticas: noches de estrategias, intervención de matemáticas
- Aumentar más estudiantes ELL que se inscriban en clases AVID, dar más información a los padres sobre AVID
- Ofrecer una noche de padres para discutir ELPAC y explicar el impacto que la evaluación tiene hacia el progreso académico de los estudiantes
- Enfocar en la materia de ciencia: vocabulario, nuevos estándares, apoyo para un aprendiz de inglés
- Oportunidad para los estudiantes de sexto grado de participar en AVID
3. **Students continue their education toward a career in both languages/**

*Los estudiantes continúan su educación hacia una carrera en ambos idiomas*

<table>
<thead>
<tr>
<th>Evidence of Progress/<em>Evidencia del progreso</em></th>
<th>Important Issues to Address/<em>Temas importantes que abordar</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>● Bilingual Seal</td>
<td>● Continue maintaining and celebrating student’s culture, create more clubs to encourage and value the different cultures and customs of the students in school</td>
</tr>
<tr>
<td>● Dual immersion program and “Spanish Pathway” classes</td>
<td>● Continue celebrating diversity and bilingualism at our school.</td>
</tr>
<tr>
<td>● Field trips to Universities for all 6th grade students</td>
<td>● <em>Continuar manteniendo y celebrando la cultura de los estudiantes, crear más clubes para animar y valorar las diferentes culturas y costumbres de los estudiantes en la escuela</em></td>
</tr>
<tr>
<td>● <strong>Sello bilingue</strong></td>
<td>● <em>Continuar de celebrar la diversidad y el bilingüismo en nuestra escuela</em></td>
</tr>
<tr>
<td>● <strong>Programa de doble inmersión y clases del “Spanish Pathway”</strong></td>
<td></td>
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</tbody>
</table>
## 4. Participation in Community Service/ Participación en trabajos comunitarios

<table>
<thead>
<tr>
<th>Evidence of Progress/ Evidencia del progreso</th>
<th>Important Issues to Address/ Temas importantes que abordar</th>
</tr>
</thead>
</table>
| ● Community Service events  
● Service clubs, Program and class requirements | ● Continue increasing participation at clubs  
● Explore the idea of offering community service opportunities, present to parents school requirements, work with community organizations.  
● **Seguir aumentando la participación en clubs**  
● **Explorar la idea de ofrecer oportunidades para servicio comunitario, presentar a los padres sobre los requisitos de la escuela, trabajar con organizaciones en la comunidad** |
| ● **Eventos de servicio comunitario**  
● **Clubes de servicio, requisitos de programas y clases** | |

*VUSD*  
*For the future of every student*
## 5. Student participation in extracurricular activities/

*La participación de los estudiantes en las actividades extra-curriculares*

<table>
<thead>
<tr>
<th>Evidence of Progress/<em>Evidencia del progreso</em></th>
<th>Important Issues to Address/<em>Temas importantes que abordar</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>● After School teams and activities</td>
<td>● Pay teachers or volunteers for sports and accept more beginner students to the activity</td>
</tr>
<tr>
<td>● After School tutoring</td>
<td>● Inform parents regarding community opportunities</td>
</tr>
<tr>
<td>● Equipos y actividades después de la escuela</td>
<td>● More intramural opportunities for the students</td>
</tr>
<tr>
<td>● Tutoría después de la escuela</td>
<td>● Pagar a maestros o voluntarios para deportes y aceptar más estudiantes que son principiantes en la actividad</td>
</tr>
<tr>
<td></td>
<td>● Informar a los padres sobre las oportunidades en la comunidad</td>
</tr>
<tr>
<td></td>
<td>● Más oportunidades de intramurals para los estudiantes</td>
</tr>
</tbody>
</table>
6. How is our school meeting your needs as parents? /

Además, ¿Cómo está la escuela cumpliendo con sus necesidades como padres?

<table>
<thead>
<tr>
<th>Evidence of Progress/ Evidencia del progreso</th>
<th>Important Issues to Address/ Temas importantes que abordar</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Spanish communication and translation</td>
<td>• Offer parents opportunities to visit colleges and Universities</td>
</tr>
<tr>
<td>• There are various events in the school community that include and support all the families.</td>
<td>• Offer parent workshops: Technology, Math</td>
</tr>
<tr>
<td>• EL Coordinator at VHS and BHS</td>
<td>• Community event to join all families and celebrate culture</td>
</tr>
</tbody>
</table>

- Comunicación y traducción en español
- Hay varios eventos en la comunidad escolar que incluyen y apoyan a todas las familias.
- Coordinador EL en VHS y BHS

- Ofrecer a los padres oportunidades de visitar colegios y universidades
- Ofrecer talleres para los padres: tecnología, matemáticas,
- Un evento comunitario para unir a las familias y celebrar la cultura.
- Necesitamos más consejeros para los estudiantes
- Más maestros bilingües, especialmente en las áreas de ciencias
Reclassification/Reclasificación

Reclassification of students as Proficient in English

**K-5:** 77  
**6-8:** 59  
**9-12:** 58  
**VUSD total:** 194

English Learners reclassified in Spring, 2019

Reclasificación de alumnos como competentes en inglés

**K-5:** 5 %  
**6-8:** 10%  
**9-12:** 10%  
**Total de VUSD:** 7%

Aprendices de inglés reclasificados en la primavera del 2019
Let’s hear from two student speakers

Escuchemos de dos estudiantes oradores

Johann Honorato, 5th grade at EP Foster

Daisy Cardona, University Graduate
Thank you for the VUSD Board Resolution in Support of English Learner Advisory Committees

Gracias por la resolución de la Mesa Directiva VUSD en apoyo a los comités consejeros de aprendices de inglés
High School History-Social Science Textbook Adoption Recommendations

Ventura Unified School District
April 23, 2019
## Curriculum Adoption in California for Language Arts, Math and Science

<table>
<thead>
<tr>
<th><strong>State</strong></th>
<th><strong>Districts</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>State Standards</td>
<td>Training and Transition Materials</td>
</tr>
<tr>
<td>Delivery Model Options</td>
<td>Courses- Guidance from COE for UC a-g</td>
</tr>
<tr>
<td>State Framework</td>
<td>Professional Development</td>
</tr>
<tr>
<td>State Assessments</td>
<td>Assessments</td>
</tr>
<tr>
<td>State Adopted Materials</td>
<td>Curriculum Adoption</td>
</tr>
<tr>
<td></td>
<td>Professional Development</td>
</tr>
</tbody>
</table>
Pilot/Adoption Recommendation Timeline

October 2017  H-SS Teacher CA Framework & FAIR Act Training
Fall of 2017  VCOE H-SS Publisher Fair & Training
Fall of 2017  HS H-SS Departments Review All Available Materials
January 2018  All VUSD H-SS Teachers Select Pilot Materials
Summer 2018  Pilot Teachers Trained by Pilot Publishers
Quarter 1, Fall 2018  Pilot Teachers Pilot 1st Set of Materials in H-SS Classes
Quarter 2, Fall 2018  Pilot Teachers Pilot 2nd Set of Materials in H-SS Classes
January 2019  H-SS Teacher FAIR Act Training on January Inservice Day
March 2019  Adoption Recommendation Committee Meeting
April 2019  Committee’s Recommendations Go to VUSD Board
Spring  Newly Adopted Materials Ordered (pending board adoption)
Summer 2019  Obsolete H-SS Materials Removed (pending board approval)
Spring/Summer 2019  HS H-SS Teachers Trained on Newly Adopted Materials
Fall 2019  Newly Adopted HS H-SS Materials in Classes
CA Ed Code, Fair, Accurate, Inclusive, and Respectful (FAIR) Education Act Compliance

CA Department of Education Guidelines - *No State Adopted Curriculum For HS*

CA State H-SS Standards, 1998……………… CA H-SS Standards have not changed

CA State H-SS Framework, 2016……………… Updated from 1998 Framework

FAIR Act (Senate Bill 48); Passed 2011, Implemented 2016

**Prohibits** board adoption of materials that reflects adversely… *also now includes:* race/ethnicity, religion, disability, nationality and sexual orientation and occupation

**Prohibits** classroom instruction that promotes bias… *also now to include:* race/ethnicity, religion, disability, nationality and sexual orientation

**Requires** board adoption of materials…contributions… *also now include:* Native Americans, African Americans, Mexican Americans, Asian Americans, European Americans

**Requires** Classroom Instruction…contributions… *also now to include:* lesbian, gay, bisexual, transgender, persons w/disabilities, members of other cultural groups
Pilot and Adoption Selection Criteria

Must Be Within Budget

Alignment to CA Standards and Framework - Focus on *Inquiry*

Fair, Accurate, Inclusive, and Respectful (FAIR) Education Act Compliance

Ethnic and Social Justice Studies Support

Universal Access for English Learners and Students with Disabilities
Piloted Texts/Materials

World History, Culture and Geography
  McGraw Hill
  Pearson

United States History and Geography
  McGraw Hill
  Houghton Mifflin Harcourt

Government/Civics
  McGraw Hill
  Pearson

Economics
  Pearson
  Houghton Mifflin Harcourt
# Adoption Recommendation Committee

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Bayless</td>
<td>VUSD Director of Secondary C&amp;I</td>
</tr>
<tr>
<td>Bobbi Powers</td>
<td>BHS Principal</td>
</tr>
<tr>
<td>Carlos Cohen</td>
<td>VHS Principal</td>
</tr>
<tr>
<td>Lisa Harvill</td>
<td>FTHS Assistant Principal</td>
</tr>
<tr>
<td>Deidre Monarres</td>
<td>PHS Principal</td>
</tr>
<tr>
<td>Kevin Downey</td>
<td>BHS History-Social Science (H-SS) Teacher</td>
</tr>
<tr>
<td>Barbara Harvey</td>
<td>BHS H-SS Teacher</td>
</tr>
<tr>
<td>Jean Christ</td>
<td>ECHS H-SS Teacher</td>
</tr>
<tr>
<td>Marsh Peters</td>
<td>ECHS H-SS Teacher</td>
</tr>
<tr>
<td>Christian Gallo</td>
<td>VHS H-SS Teacher</td>
</tr>
<tr>
<td>Justin Weber</td>
<td>VHS H-SS Teacher</td>
</tr>
<tr>
<td>Gerhardt Hubner</td>
<td>Parent</td>
</tr>
<tr>
<td>Calvin Peterson</td>
<td>Parent</td>
</tr>
<tr>
<td>David Johnson</td>
<td>Parent</td>
</tr>
<tr>
<td>Coco Fernandez</td>
<td>Parent</td>
</tr>
<tr>
<td>Natalie Mueller</td>
<td>Parent</td>
</tr>
<tr>
<td>Talia Gomez</td>
<td>Parent</td>
</tr>
<tr>
<td>Jerrod Wilson</td>
<td>Parent</td>
</tr>
<tr>
<td>Amy Solomon</td>
<td>Parent</td>
</tr>
<tr>
<td>Maria Godine</td>
<td>Parent</td>
</tr>
<tr>
<td>Dr. Gaye Johnson</td>
<td>Parent/Ethnic &amp; Social Justice Studies Steering Committee Member</td>
</tr>
</tbody>
</table>

**Adoption Committee Meeting Date:**
March 7th, 2019

**Two Week Parent Materials Review:**
March 7th - March 22nd
VUSD High School H-SS Pilot Teachers

World History, Culture and Geography
  Kevin Downey - BHS
  Cherie Eualau - FTHS
  Claire Adams - FTHS
  Tyree Cruz - VHS

United States History
  Barbara Harvey - BHS
  Rebeckah Rithner - BHS
  Marsh Peters - ECHS
  Jean Krist - ECHS

Government/Civics
  Aaron Torres - BHS
  Jean Krist - ECHS
  Justin Weber - VHS

Economics
  Claire Rowley - BHS
  Christian Gallo - VHS

For the future of every student
High School H-SS Adoption Budget/Costs

*Rough student counts predicted for 2019-20 with small cushion:*

- 10th Graders All-VUSD = 1,400
- 11th Graders All-VUSD = 1,400
- 12th Graders All-VUSD = 1,400 (700 per senior H-SS course)

$699,656.00

includes…

- Shipping
- Tax
- Professional development/training
- 7 years of consumables
- 7 years of digital e-text licenses
- Textbooks
Why These Texts/Materials Were Selected

“McGraw Hill World History is where we want to go as teachers. It had more useful primary sources…”

“McGraw Hill World History and Government had adaptive technology to help students identify what material they needed to review from the text with practice quizzes, and lots more primary sources in the Inquiry Journal…”

“McGraw Hill World History introduced history from other perspectives and narratives much better, for example in the imperialism section, voices from the colonized.”

“HMH US History embedded videos from History Channel - interactive components were more student friendly.”

“HMH History Channel sparked student interest and showed connections between current & historical events.”

“McGraw Hill Government text included recent court cases that highlight gender/sexual orientation issues (Obergefell v Hodges), better highlights civil rights struggles and demographic changes that are current…”

“McGraw Hill US History and Government better met the FAIR Act, and better promoted taking Civic Action…”

“HMH’s US History and Econ has better activities, supports and quizzes for EL students…”

“McGraw Hill World History & Government inquiry projects were more embedded & engaging…”

“McGraw Hill's Spanish resources for US History and Government are more extensive…”
Thank You
## High School ISPE Sub-Committee

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Greg Bayless</td>
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<tr>
<td>Deidre Monarres</td>
<td>PHS Principal</td>
</tr>
<tr>
<td>Frank Davis</td>
<td>BHS Assistant Principal</td>
</tr>
<tr>
<td>Desmond Webster</td>
<td>VHS Assistant Principal</td>
</tr>
<tr>
<td>Dave Hess</td>
<td>VHS Athletics Director</td>
</tr>
<tr>
<td>Anthony Unchango</td>
<td>FTHS Athletics Director</td>
</tr>
<tr>
<td>Ann Larsen</td>
<td>VHS PE Teacher, Coach &amp; ISPE Coordinator</td>
</tr>
</tbody>
</table>
High School Sub-Committee’s Proposals

ISPE is permissible for off-season CIF student-athletes for the same sport

ISPE gym membership is permissible...
... for 10th - 12th grade students who have passed 9th grade PE
... if 280 of 400 minutes every 10 days are fitness classes in the gym
... but not as one of the four (BHS, VHS) or five (FTHS) minimum courses for student enrollment
Previous ISPE Committee Recommendations

ISPE for 7th - 12th Grade Students

- Spring application period (August application period for new-to-VUSD students)
- No sports/activities exclusions other than those identified by VUSD Risk Management

7th - 8th Grade ISPE; No additional elective access (transportation hardships considered)

9th - 12th Grade ISPE; Additional elective access
Summary of VUSD’s ISPE Committee’s Work

**Expanded** Access to ISPE

**Consistency and Agreement** Across VUSD Middle Schools

**Consistency and Agreement** Across VUSD’s Comprehensive High Schools

**Improved** Eligibility and Procedural Clarity for Parents, Students and Staff

**Support** of Principals, PE Teachers, High School AD’s and ISPE Coordinators
Thank You
Review of Board Policy and Administrative Regulation BP/AR 5123.1 Acceleration

April 23, 2019
Our Promise

When it comes to delivering an education that prepares students for a future in the world today, a one-size-fits-all approach no longer suffices. Students must be able to think critically, approach problem-solving with agility and creativity, be open to exploration, and adapt to new ideas and pathways they will invariably encounter throughout their lives.
Our Promise

At Ventura Unified School District, we cultivate a wealth of diverse academic programs so every student in our community has the chance to explore and engage with a learning environment that not only challenges them academically, but also promotes their growth as people, scholars, and citizens of the world, in an open and positive environment.
Our Promise

Our passion is to help the children in our schools find their passion—academically and personally—believing that each and every student has a brilliant future ahead of them.
History

-Fall 2016 Concerns from parents and staff around access to acceleration and lack of clarity for procedures were brought to the attention of the Board and staff

-2016-2017 and 2017-2018 Acceleration Committee met to develop guidelines and procedures

-May 2018 Dr. Roundy-Harter presented to the Board the work of the Acceleration Committee

-August 2018 continued parent concerns were brought to the attention of the Board and staff

-Fall/winter 2018-2019 staff researched policies and practices in other districts

-Spring 2019 Acceleration Committee reconvenes to finalize work
Outstanding needs from prior committee work:

- *Meet* diverse needs of students, including exceptional learners, in a multi-tiered system of support
- *Develop* a coherent, consistent manner in which children are accelerated and placed in accelerated courses in tandem with the Student Success Team process guidelines
- *Educate* all parents in the acceleration process to increase equity and access
- *Update* Board Policy and Administrative Regulations to reflect changes
Acceleration Flowchart based on Board Policy and Administrative Regulation 5123.1

**Step 1:** Conversation with parent, teacher, and counselor regarding concerns about child not being appropriately challenged and plans for differentiation. Plan for in-class differentiation is created. Teacher monitors progress, about 4-6 weeks.

**Reconvene SST to review data and make a decision about the need for subject/whole-grade acceleration.**

**Written decision** from SST team, including parents (and student, if age-appropriate). All sign & date on SST Follow-up Form.

- If yes, then Board Policy/AR 5123.1
- If no, then continue with grade-level differentiation as written on SST Follow-Up Form or follow appeals process.

**Data Gathering, Evaluation**

- Academic: Use a variety of data (e.g., unit, trimester/quarterly district, &/or annual state assessments)
- Socioemotional: Use the Iowa Acceleration Scale or a similar assessment for whole grade acceleration.

If the SST determines that evaluation is appropriate, data evaluation will happen within 30 school days. All sign & date the SST Form.

**Acceleration Flowchart based on Board Policy and Administrative Regulation 5123.1**

**VUSD Whole-Grade Acceleration Process DRAFT**

**Step 2:** If the student still needs more challenge, a written request for an Acceleration SST is given by the parent to the school (counselor).

**Step 3:** Initial Student Study Team Meeting within 30 days of written referral/request. Recommended members: site administrator, current teacher, receiving grade level rep if available, parent/guardian, GATE Coordinator &/or designee (counselor, school psychologist).

**Acceleration plan** is developed and implemented with a specified appropriate transition plan. Submit VUSD Retention/Acceleration Form to Curriculum & Instruction.

Acceleration placement becomes permanent. VUSD Acceleration Form is approved by C & I and become part of the student’s permanent record.
The Ventura Unified School District recognizes that all students are individuals who learn at different rates. For some exceptional students, acceleration may be an appropriate way of serving their needs. The typical student who accelerates successfully demonstrates the following attributes: self-motivated, working two or more grade levels above peers, socially mature, and completes homework and other assignments consistently. In all cases, please begin by discussing your child’s needs for advanced work with his/her teacher.

Please read through the information below before deciding whether or not to request acceleration for your child.

*Note:* All students to be considered for Acceleration must follow the approved Student Success Team (SST) process as outlined in the Board Policy/Administrative Regulations 5123 and 5123.1

**Glossary of Terms:**

**Academic Differentiation:** The instructional strategy of customizing the level of rigor in an instructional delivery with students of differing academic performance levels according to each student’s individual learning needs. Enrichment, pull-out, and compacting are examples of additional methods of differentiation.

*Per the California Association for the Gifted (CAG), differentiation is the modification of the curriculum to meet the unique needs of learners. It may include modifications in complexity, depth, pacing, and selecting among, rather than covering all, of the curriculum areas. The modification is dependent on the individual needs of the students.*

**Acceleration:** The academic advancement of students at a rate that places them ahead of where they would be in a regular school curriculum with typical-age peers.

**Whole-Grade Acceleration:** Typically refers to whole-grade skipping that occurs in elementary and middle schools. In high school, whole-grade acceleration requires required-for-graduation courses to be completed early resulting in an early graduation.

**Subject-Specific Acceleration:** The advancement of students in a particular academic subject at a rate that places them ahead in a subject where they would be placed with typical-age peers on a regular curricular path. In middle school,
high school instruction.

- Visual and performing arts ("f") – One year chosen from dance, music, theater or the visual arts.
- College-preparatory elective ("g") – One year chosen from the "a-f" courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area

*Information cited from http://www.ucop.edu/agguide/a-g-requirements/ (February 2018)

**SST**: Student Success Team. An SST is usually comprised of the appropriate counselor(s), teachers, student, parent, administrator. In the case of acceleration, the SST may also include the GATE Coordinator and/or an appropriate curricular expert from the ESC. Please refer to the VUSD Acceleration Process Flowchart (at the end of this Handbook) for more detailed information.

**Role of Differentiation**: To address the role of differentiation, the National Association for Gifted Children states that “curriculum and instruction promote learning and growth when they are linked to the specific, assessed needs and capabilities of the learners involved.” In addition, “effective differentiation for gifted students consists of carefully planned, coordinated learning experiences that extend the core curriculum, combine the curricular strategies of enrichment and acceleration, and integrate instructional strategies that engage learners at appropriate levels of challenge.” (NAGC, 2014)

**Waiver**

A waiver is a form that a parent/guardian may request to put his/her child into a higher-level course than was originally placed. The waiver process for high school within a grade level is viewed as another example of *differentiation*. This can be seen with a student that waives into Math 1HP from Math 1, for example. Because students remain within the same grade level, and continue to learn grade-level appropriate curriculum, it is viewed as differentiation and not viewed as acceleration. GATE, Honors, and Advanced Placement (A.P.) classes are appropriate ways for students to have increased academic rigor within their grade level.
<table>
<thead>
<tr>
<th>Grade(s)</th>
<th>Class(es) to Accelerate</th>
<th>Assessment(s) to be used</th>
<th>Potential Benefits</th>
<th>Potential Drawbacks</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 - 12</td>
<td>Math - Middle school</td>
<td>District-designed assessment of grade-level content standards.</td>
<td>Meets the academic needs of students who are truly ready to accelerate/skip a grade level's worth of content without gaps in their learning. Validates students' positive self-image with regard to mathematics achievement. Can prevent off-task behaviors for students who are not engaged because the work is not sufficiently challenging.</td>
<td>Accelerated students could matriculate out of mathematics after junior year based on current offerings in HS. Continued coursework in mathematics via the college may or may not be available or easily scheduled. Research shows that a gap year in mathematics can negatively impact student achievement in college. Transportation is not be available between schools (elem-ms, ms-hs) Master schedule impacts on receiving school; room in existing class, class available at the appropriate time. Master schedule at receiving school may not accommodate student's schedule. Consider A-G completion and NCAA eligibility</td>
</tr>
</tbody>
</table>
Changes Specific to 6-12 Math Acceleration

- Testing during late spring window after Student Success Team meetings
- In classroom group setting rather than at Educational Services Center whenever possible
- Tiered system of acceleration based on test score
- Staff-based appeal process
- Parent handout explaining 6-12 Math Acceleration in addition to Accerations Pathways Parent Handbook
Recommended Revisions to Board Policy and Administrative Regulation BP/AR 5123.1

- Defines whole-grade skip acceleration and subject-specific acceleration
- Moves the process from Board Policy to Administrative Regulation
- Outlines process recommended by Acceleration Committee
- Extends timeline for response that more accurately reflects staff’s ability to hold thoughtful Student Study Team meetings
- Creates staff-based appeal process
Recommended Revisions to Board Policy and Administrative Regulation BP/AR 5123.1

- If acceleration is denied, allows parents to submit a letter of objection to be incorporated into the cumulative record
- References evidence-based practices from research-based sources:

Next Steps

*If recommendation is approved May 14, staff will:*

- Review procedures with administrators and counselors
- Finalize and translate parent education materials
- Publicize parent education materials through a variety of channels
We deeply appreciate all that you do for our students