

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Mr. Albert "Al" Duff Sr., Clerk
Mrs. Debra M. Cordes, Member
Mr. Ernest "Mo" Morrison, Member
Mr. Denis O'Leary, Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services

Interim Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #15 REGULAR BOARD MEETING

Wednesday, May 6, 2015

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
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Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

Asegurar una educación culturalmente diversa para cada alumno en un ambiente seguro, saludable y propicio que fomente la autodisciplina, motivación y la excelencia en el aprendizaje.

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Ms. Sally Wennes, Principal of Sierra Linda School, will introduce Noa Lopez, 5th grader in Ms. Derr’s class, and Pamela Fregoso, 5th grader in Ms. Bakody’s class; who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read by a Sierra Linda Student.

A.4 Presentation by Sierra Linda Staff

Ms. Sally Wennes will provide a short presentation to the Board regarding Sierra Linda School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Recognition of Students – Fremont MESA Students (Dr. Morales)

The Board will recognize Fremont MESA (Math, Engineering, Science Achievement) for their accomplishments at the Regional Finals at UCSB.

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.7 Study Session – Facilities Implementation Program, Doris-Patterson Site (Dr. Morales/CFW, Inc.)

The Board of Trustees will receive a presentation on the Facilities Implementation Program – Doris-Patterson School Site.

A.8 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

A.9 Closed Session

The Board of Trustees will convene to closed session for the following items:

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1-case Tort Claim filed by past employee against Oxnard School District
 - Conference with Legal Counsel – Existing Litigation

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

**Section A
PRELIMINARY**
(continued)

A.9 Closed Session (continued)

2. Pursuant to Sections 48916 of the Education Code the Board will consider student matters including:
 - Consideration of Expelling Student(s) from the Oxnard School District

3. Pursuant to Section 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP
Association(s): OEA, OSSA, CSEA;
and All Unrepresented Personnel - Administrators, Classified Management, Confidential

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

A.10 Reconvene to Open Session

7:00 PM

A.11 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session.

A.12 Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- March 18, 2015, regular meeting

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.13 Resolution for “Day of the Teacher 2015” (Dr. Morales)

The Board of Trustees will adopt and present Resolution #14-37 “Day of the Teacher 2015” recognizing May 5, 2015, as *Day of the Teacher 2015*, to representatives of the Oxnard Educators Association.

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section A
PRELIMINARY
(continued)

A.14 Resolution for National School Nurse Day (Carroll/Phipps)

The Board of Trustees will adopt Resolution #14-28 for “National School Nurse Day”, recognizing May 6, 2015, as National School Nurse Day. The Board will recognize and present the Resolution to School Nurses in attendance.

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.15 Resolution for Better Hearing & Speech Month (Carroll/Phipps)

The Board of Trustees will adopt Resolution #14-29 for the Speech/Language and Hearing Specialists of the Oxnard School District, and recognize the month of May 2015, as Better Hearing and Speech Month. The Board will recognize and present the Resolution to Speech/Language and Hearing Specialists in attendance.

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.16 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Ms. Robin I. Freeman, Assistant Superintendent, Educational Services/ Chief Academic Officer

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

Section B HEARINGS/PUBLIC COMMENT

B.1 Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. The President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. This meeting is being video-recorded and televised.

Persons addressing the board during the consideration of an agenda item will be called to address the board prior to any presentation or consideration of the item by the Board. At the conclusion of the public comment on the item, the Board will hear the District's presentation on the matter. Board deliberation and action, if any, will follow the District's presentation. Once the public comments are presented, the board will only take comments from the public at the discretion of the Board President.

The Board particularly invites comments from parents of students in the District.

We will now read the names of the individuals who have submitted Speaker Request Forms to address the Board.

B.1 Comentarios Públicos/Oportunidad para que los Miembros de la Audiencia, los Padres, el PTA/PTO se dirija a la Mesa Directiva (3 minutos para cada ponente)

Los miembros del público pueden dirigirse a la Mesa Directiva sobre cualquier asunto dentro de la jurisdicción de la Mesa Directiva y cada uno limitar sus comentarios a tres (3) minutos. El tiempo total de cada asunto será de quince (15) minutos, a menos que, un miembro de la Mesa Directiva determine extender el tiempo y que éste sea aprobado por la Mesa Directiva. La Mesa Directiva no podrá deliberar o tomar alguna acción sobre los asuntos que no aparezcan en la agenda. El presidente dirige la junta y mantendrá el orden, establece el tiempo límite para los presentadores, el tema del asunto y tendrá la facultad de retirar a cualquier persona que cause un desorden en la sesión de la junta. Esta junta está siendo grabada y televisada.

Las personas que quieran dirigirse a la Mesa Directiva durante la consideración de un asunto de la agenda serán llamadas para dirigirse a la Mesa Directiva antes de cualquier presentación o consideración de un asunto por la Mesa Directiva. Al concluir el período de los comentarios públicos sobre un asunto, la Mesa Directiva escuchará la presentación del Distrito con respecto al tema. La deliberación y la resolución determinada por la Mesa Directiva, si se presenta alguna, procederá después de la presentación del Distrito. Una vez que los comentarios públicos hayan sido presentados, la Mesa Directiva únicamente aceptará los comentarios por parte del público a discreción del presidente de la Mesa Directiva.

La Mesa Directiva invita en particular a los padres de los alumnos del Distrito para que expresen sus comentarios.

A continuación leeremos los nombres de las personas quienes han entregado las Formas de Petición para Dirigirse a la Mesa Directiva.

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

Section B
HEARINGS/PUBLIC COMMENT
(Continued)

B.2 Public Hearing – Adoption of Resolution #14-26 Approval To Seek A Waiver of Election From State Board of Education For The Change To By-Trustee Area Elections (Dr. Morales)

This being the date noticed, the Board of Trustees will hold a public hearing to consider Resolution #14-26 to seek a waiver from the State Board of Education for the change to By-Trustee Area Election in Time for the 2016 governing board election.

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

Following this public hearing, it is the recommendation of the District Superintendent that the Board of Trustees approve Resolution #14-26 By The Governing Board To Seek A Waiver of Election From The State Board of Education For The Change To By-Trustee Area Elections In Time For The 2016 Governing Board Election.

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

B.3 Public Hearing – To Receive and Consider Input Regarding The Transition To By-Trustee Area Elections and The Three Proposed Trustee Area Maps (Dr. Morales)

This being the date noticed, the Board of Trustees will hold a public hearing in accordance with Election Code Section 10010, to receive and consider input regarding the transition to by-trustee area elections and the three proposed trustee area maps to be used in the event the Board approves a transition to by-trustee area election pursuant to Education Code Section 5019 and 5020.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

B.4 Public Hearing Concerning A Request For Waiver Of The Bonding Capacity Limitation Of The Oxnard School District Followed By Consideration Of A Resolution Authorizing Submission To The State Board Of Education Of A Request For Waiver (Dr. Morales)

This being the date noticed, the Board of Trustees will conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver to request a second waiver from the State Board of Education to increase its bonding capacity limit to 1.7%.

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

Following this public hearing, it is the recommendation of the District Superintendent that the Board of Trustees adopt Resolution #14-38 authorizing submission of a General Waiver Request to the State Board of Education.

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section B
HEARINGS/PUBLIC COMMENT
(Continued)

B.5 Public Hearing – Regarding Sunshine of Oxnard School District and The Oxnard Supportive Services Association (OSSA) Initial Proposals for 2015-2016 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

This being the date noticed, the Board of Trustees will hold a public hearing to sunshine the Oxnard School District and the Oxnard Supportive Services Association (OSSA) Initial Proposals for 2015-2016 Negotiations. The parties plan to negotiate the following articles:

- Article 6: Duty Hours
- Article 7: Assignment of Unit Members
- Article 16: Salaries
- Article 17: Professional Growth
- Article 18: Fringe Benefits
- Article 22: Term

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties.

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

C.1 Acceptance of Gifts

- | | |
|--|--------|
| <ul style="list-style-type: none"> ▪ From Ms. Caroline Merker with Gran Inc., to Brekke School, a donation of a large white board and office supplies valued at \$300.00, to be used by teachers and staff. | Nocero |
|--|--------|

C.2 Agreements

- | | |
|---|--|
| It is recommended that the Board approve the following agreements: | Dept/School |
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #13-68 with American Fidelity Administrative Services, LLC, to provide additional services through the use of WorxTime Software to begin monitoring and tracking eligible reporting hours worked by employees as prescribed by the Health Care Reform Act; amount not to exceed \$15,095.00 to support 12 months of tracking and monitoring, plus initial set up fee of \$695.00, to be paid with Unrestricted General Fund; ▪ Amendment #1 to Agreement #13-191 with The Bodine Group to provide additional facilitation services for collective bargaining for OSSA and CSEA for the period of May 8, 2014 through May 7, 2015; amount not to exceed \$2,500.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds; ▪ Revision to Agreement #14-52 with !!1 A 1 Tutoria Tablet Computer !!, to provide Supplemental Educational Services (SES), the revision is to change the hourly rate from \$70.00 to not to exceed \$100.00, to be paid with Title I, Part A for School of Choice and Supplemental Education Services; ▪ #14-211 with Twining Inc., to provide professional services for the Driffill School Kindergarten Project; amount not to exceed \$4,360.00, to be paid with Measure R – Project 2 Bond Funds; ▪ #14-212 with Western Foundation of Vertebrate Zoology, to provide Newcomer Students at Frank Academy of Marine Science and Engineering, an exceptional learning experience and opportunity to connect with scientists; amount not to exceed \$1,800.00, to be paid with MSAP Grant Funds; ▪ #14-213 with Buck Institute for Education, to provide training in Project Based Learning for up to 35 educators at OSD's three middle school academies on June 29, 30, and July 1, 2015; amount not to exceed \$10,000.00, to be paid with MSAP Grant Funds; ▪ #14-214 with Parents of Murdered Children Inc., to provide support and outreach to school sites in the area of gang prevention and intervention, and resources to parents on support groups available in the community for families affected by violence; May 7, 2015 through May 6, 2016; no cost to the district; | Cline/
Penanhoat

Vaca

Thomas

Gutierrez

West

West

Phipps |

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

Section C
CONSENT AGENDA
(continued)

C.2 Agreements (con't)

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #14-215 with The Bodine Group, to provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA and OSSA bargaining team members; May 7, 2015 through May 6, 2016; amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds; 	Vaca
<ul style="list-style-type: none"> ▪ #14-216 with Ventura County Arts Council, to provide Artist in the Classroom at McAuliffe School; amount not to exceed \$1,200.00, to be paid from Donation Funds; 	Duran
<ul style="list-style-type: none"> ▪ #14-217 with Gaspar River-Salgado PHD, consultant, to provide one four-hour Cultural Sensitivity Workshop to Oxnard School District staff on May 16, 2015; amount not to exceed \$1,500.00, to be paid with Unrestricted General Fund. 	Vaca/ Arellano

C.3 Ratification of Agreements

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ Amendment #4 to Agreement #14-48 with Assistance League, Non-Public School/ NPS, to provide non-public school services for (1) one additional preschool student during the 2014-15 school year, including Extended School Year; amount not to exceed \$2,940.00; original contract amount was \$61,740.00; amendment #1 was for \$8,820.00, amendment #2 was for \$11,760.00, amendment #3 was for \$15,435.00; total contract amount is \$100,695.00; to be paid with Special Education Funds; 	Phipps
<ul style="list-style-type: none"> ▪ Amendment #7 to Agreement #14-50 with Ventura County Office of Education, Paraeducator Services – SCP, for exceptional services to Special Education Students due to an annual IEP meeting held to review the current Paraeducator service agreement for (1) one student during the 2014-2015 school year in the amount of \$2,500.00; original contract amount was \$380,894.23; amendment #1 was for \$12,255.99; amendment #2 was for \$6,142.50; amendment #3 was for \$32,960.95; amendment #4 was for \$18,780.28; amendment #5 was for \$39,394.39; amendment #6 was for \$55,986.77, total contract amount is \$511,354.55; to be paid with Special Education Funds. 	Phipps

C.4 Approval of 2014-2015 3rd Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the 2014-2015 Third Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca
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C.5 Rejection of Liability Claim

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06943A2.	Dept/School Vaca/ Magaña
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

- C.6 *Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District (District) Initial Proposals for 2015-16 Negotiations, Pursuant to Government Code Section 3547***
-
- It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees set the date of May 20, 2015 for the Public Hearing for OEA's and the District's proposals. Dept/School
Vaca
- C.7 *Request For Approval of Overnight Field Trip to California Migrant Education Program 5th Annual State Speech & Debate Tournament***
-
- It is the recommendation of the District Superintendent and the Executive Director of English Language Services that the Board of Trustees approve the request for approximately (5) five students and (1) one teacher from the Migrant Debate Team, to attend a (3) three day field trip to the Speech & Debate Tournament in Monterey, California, held on May 15 – 17, 2015; cost of meals, travel and lodging will be covered by the Ventura County Office of Education. Dept/School
Morales/
Arellano
- C.8 *Setting of Date for Public Hearing – Consideration of Conceptual Trustee Area Maps for Transition to By-Trustee Area Election System***
-
- It is the recommendation of the Superintendent that the Board of Trustees set the date of May 20, 2015 for a Public Hearing to discuss and consider the conceptual trustee area maps that have been prepared and presented for public consideration. Dept/School
Morales
- C.9 *Approval of Resolution #14-41 To Close Measure L Bond Construction Fund (Fund 211)***
-
- It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #14-41 to close the Oxnard School District Measure L Bond Construction Fund (Fund 211). Dept/School
Cline/
Penanhoat
- C.10 *Approval of Resolution #14-42 To Close Measure M Bond Construction Fund (Fund 212)***
-
- It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #14-42 to close the Oxnard School District Measure M Bond Construction Fund (Fund 212). Dept/School
Cline/
Penanhoat
- C.11 *Reimbursement for Teacher Substitute at Rio School District***
-
- It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3. Dept/School
Cline
- C.12 *Approval of Contract with Assistant Superintendent, Educational Services/Chief Academic Officer (Dr. Morales)***
-
- It is recommended that the Board of Trustees approve the employment contract between the Board of Trustees and Ms. Robin I. Freeman for the position of Assistant Superintendent, Educational Services/Chief Academic Officer and execute said contract. Dept/School
Dr. Morales

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

Section C
CONSENT AGENDA
 (continued)

C.13 Disclosure of Collective Bargaining Agreement with Oxnard Educators Association

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees accept the “Disclosure of Collection Bargaining Agreement” form for OEA, as presented.	Dept/School Cline
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C.14 Enrollment Report

Attached for the Board’s information is the district’s enrollment report for the month of March 2015.	Dept/School Cline
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C.15 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/ Koch
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

**Section D
ACTION ITEMS**

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

D.1 Approval of the Oxnard School District and the Oxnard Educators Association 2014-2015 and 2015-2016 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees adopt the 2014-2015 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association, as presented.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.2 Consideration and Approval of Resolution #14-32 Oxnard School District Acknowledging the Submission Of a Use Of Grants Application to The Office Of Public School Construction for Project No. 3: Lemonwood School Reconstruction and Acknowledging That Said Submission Will Request the Diversion of Eligible Pupil Grants From Other Projects to the Project No. 3 Lemonwood School Reconstruction by the Board of Trustees of the Oxnard School District. (Morales/Cline/CFW, Inc.)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve and adopt Resolution #14-32 acknowledging the submission of a use of grants application to the Office of Public School Construction for the Project No. 3 Lemonwood School Reconstruction and acknowledging that said submission will request the diversion of eligible pupil grants from other projects to the Project No. 3 Lemonwood School Reconstruction by the Board of Trustees of the Oxnard School District.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.3 Consideration and Approval of Resolution #14-33 Acknowledging The Submission Of a Use Of Grants Application To the Office of Public School Construction for Project No. 5: Elm School Reconstruction and Acknowledging That Said Submission Will Request the Diversion of Eligible Pupil Grants From Other Projects to the Project No. 5 Elm School Reconstruction by the Board of Trustees of the Oxnard School District (Morales/Cline/CFW, Inc.)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve and adopt Resolution #14-33 acknowledging the submission of a use of grants application to the Office of Public School Construction for Project No. 5 Elm School Reconstruction and acknowledging that said submission will request the diversion of eligible pupil grants from other projects to the project No. 5 Elm School Reconstruction by the Board of Trustees of the Oxnard School District.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section D
ACTION ITEMS

(continued)

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

D.4 Consideration and Approval of Resolution #14-34 of the Board of Trustees of the Oxnard School District Making Certain Environmental Findings Of Fact And Determinations in Connection With the Reconstruction of The Elm Elementary School Campus Located At 450 East Elm Street, Oxnard, CA 93033 (Morales/Cline/CFW, Inc.)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve and adopt Resolution #14-34 making certain environmental findings of fact and determinations in connection with the reconstruction of the Elm Elementary School campus located at 450 East Elm Street, Oxnard, CA 93033.

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

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.5 Consideration and Approval of Resolution #14-43 of the Board of Trustees of the Oxnard School District Approving The Final Architectural Drawings For Project No. 5: Elm Elementary School Reconstruction (Morales/CFW, Inc.)

It is the recommendation of the Superintendent, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Architectural Drawings for Project No. 5 – Elm Elementary School Reconstruction and further direct the plans be submitted to the Division of the State Architect for approval.

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

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.6 Award of Field Contract #FC-P15-03637 – ESC HVAC Project (Cline/Cross)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director of Facilities, that the Board of Trustees award Field Contract #FC-P15-03637, ESC HVAC Project, to West Coast Air Conditioning; amount not to exceed \$13,900.00, to be paid with Williams Reimbursement Funds.

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

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

**Section D
ACTION ITEMS**

(continued)

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

D.7 Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. – Financial Consulting and Advisory Services (Morales/CFW, Inc.)

It is the recommendation of the Superintendent that the Board of Trustees accepts and adopts Amendment #5 to Agreement #07-100, Caldwell Flores Winters, Inc. to provide financial advisory services, to extend the contract effective May 7, 2015 through February 15, 2020 (five years); all other terms of the contract will remain unchanged. CFW’s fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District’s construction fund. As a result, the extension of the contract does not impact the District’s General Fund.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

E.1 Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-2016 fiscal year.

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

Section F
BOARD POLICIES

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

No Board Policies will be discussed or studied at this meeting.

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

Section G
CONCLUSION

G.1 Superintendent's Announcements *(3 minutes)*

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

Notes:

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

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

Regular Board Meeting
March 18, 2015

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, March 18, 2015, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Albert Duff Sr., Debra M. Cordes and Denis O’Leary. Trustee Ernest Morrison was absent due to family emergency. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Dr. Jesus Vaca, and Interim Assistant Superintendent Dr. Nancy J. Carroll, and executive assistant Sylvia Carabajal.

ROLL CALL

Brianna Chavez 5th grader in Ms. Drucker’s class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Dayrin Villanueva, 5th grader in Mr. Ramirez’ class, read the District’s Vision and Mission Statements in English and Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Gabriel Ortiz, 5th grader in Mr. Ramirez’ class introduced himself as the fourth place winner of the 33rd Annual African American Speech Contest and quoted Rosa Parks “If I can sit down for freedom, you can stand up for children”.

Dr. Shannon Coletti, Principal of Rose Avenue School provided a Power Point presentation on the Rose Avenue Strands “The School of Science and Wellness”, as student distributed a brochure to each Board Member. President Robles-Solis thanked Dr. Coletti for the information.

ROSE AVENUE SCHOOL

A.5 Changes to the agenda were noted:

- Section D Action Items, Pulled Item D.5 Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. – Financial Consulting and Advisory Services

ADOPTION OF THE AGENDA

On motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 3-1-1, Trustee O’Leary was the nay vote, Trustee Morrison was absent; the Board adopted the agenda, as amended.

A.6 Dr. Nancy Carroll, Interim Assistant Superintendent, Educational Services introduced the students who presented their winning speech to the Board and audience, following the Board of Trustees recognized and provided a plaque to each of the students. First place: Diana Rejon, 5th grader at McAuliffe School; Second place: Darien Martinez, 6th grader at Kamala School; and Third place: Sophia Landeros, 6th grader at Chavez School.

RECOGNITION OF AFRICAN AMERICAN SPEECH EXPO WINNERS

Dr. Nancy Carroll, Interim Assistant Superintendent, Educational Services thanked the 106 teachers that participated in the process in the selection of a Math adoption. She presented the findings from the pilot committee and the selection committee’s recommended pilot mathematics material adoption for

STUDY SESSION MATH ADOPTION

2015-2016.

She summarized the process followed which included selection of committees, piloting the material, reviewed reports from pilot groups to determine the best material for Oxnard School District students. Publishers piloted were Transitional Kindergarten through fifth grade were EnVisions (Pearson), Everyday Math 4 – (McGraw Hill) and My Math – (McGraw Hill). Sixth through eighth grade were Math In Context (Britannica), Connect Math 3 (Pearson) and MathLinks (Math and Teaching).

The recommendation from the selection committee was for Transitional Kindergarten through fifth grade My Math (McGraw Hill) and sixth through eighth grade Connected Math 3 (Pearson). Next steps will include material available for review by staff and community members through April 15, 2015. The item will be brought to the Board of Trustees for consideration and approval at the April 15, 2015 board meeting.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 18, 2015:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – two cases
- EXISTING LITIGATION

Secondly, for EXPULSION OF STUDENTS and readmit under *Education Code*, Section 48916.

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

Trustees convened to closed session at 5:36 p.m. until approximately 6:57 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board would be returning to closed session after the regular meeting to complete the items on the closed session agenda.

REPORT ON CLOSED
SESSION

A.12 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0, the Board of Trustees approved the following minutes:

APPROVAL OF
MINUTES
(Motion #14-115)

- February 18, 2015, regular meeting

B.1 Clerk Duff read the Rules For Individual Presentations in English and President Robles-Solis read them in Spanish.

RULES FOR PRESENTATIONS

The following individuals address the Board of Trustees:

PUBLIC COMMENT

- Guido Gollner, concerns with disrespect of property and neighborhood from the parents and families that utilize Eastwood Park and Curren School for Pony League.
- Linda Fussell, concerns with the disrespect of property and neighborhood from the parents and families that utilize Curren School, questioned the formal agreement or contract between the District and the Pony League.
- Jabbar Wofford, CSEA President, concerned with the increase of cost for health benefits for classified employees and requested the Board assistance to alleviate the cost burden to employees.
- Bernarda Marruffo, parent of 2nd grader at Curren, in support of Mrs. Kelly Castillo and in opposition of the false accusations that were made by Mrs. Claudia Mercado against Mrs. Kelly Castillo.
- Andrea Bleecher, Speech & Language Specialists and President of OSSA thanked the administration for participating in the IBB Training which assists in sorting through most of the bargaining topics; acknowledged the Board and administration on the District's LCAP plan which has assisted students to do better, and the hiring 17 new counselors to assist the schools and acknowledged the 9 counselors that were present at the meeting.

The following items on the consent agenda were approved on motion by Trustee O'Leary, seconded by Trustee Duff, and carried on a roll call vote of 4-0, as presented.

CONSENT AGENDA
(Motion #14-116)

C.1 Accepted the following donations:

(Accepted Gifts)

- From Teachers of the Oxnard Educators Association, a donation of two or three hardcover books to each school library in the district, in addition to 15 individual books donated to classrooms across the district, at a value of \$800.00, in honor of Read Across America 2015;
- From Teachers of the Oxnard Educators Association, to Brekke School Library, a donation of books in honor of Dr. Seuss's Birthday and Read Across America 2015.

C.2 Approved the following agreements:

(Approval of Agreements)

- #14-200 with UC Santa Barbara, to provide the MESA Program at Haydock, Frank and Fremont Middle Schools for 2014-2015 school year; amount not to exceed \$1,400.00 per school, or a total of \$4,200.00, to be paid with Title I Funds;
- #14-201 with Ventura County Office of Education, to provide professional coaching services to the Executive Director of English Learner Services, March 19, 2015 through June 30, 2015; amount not to exceed \$3,600.00, to be paid with LCFF;
- #14-202 with Oxnard Union High School District, Pacifica High School for the purpose of hosting TECA student tutors at the elementary and middle school level during the 2014-2015 and 2015-2016 school years; at no cost to the District;

- #14-203 with BTC Labs-Vertical Five, to provide project inspection services for the Chavez School Modernization project; amount not to exceed \$2,720.00, to be paid with Developer Fees;
- #14-204 with N2Y Inc., to provide training to Special Day Class Moderate to Severe Teachers on the Unique Learning System, March 19, 2015 through April 30, 2015; amount not to exceed \$3,000.00, to be paid with Special Education Funds;
- #14-205 with NatureBridge, to provide professional development training for the staff at Marina West; at no cost to the District.

- C.3 Awarded RFP #14-02 Network Switches Project – E-Rate, to CDW Government LLC for a total cost of \$1,098,468.32. E-Rate will fund 85% or \$933,692.98 and the remaining 15% or \$164,775.34; will be paid from Measure “R” Funds. (Award of RFP #14-02, Network Switches Project – E-Rate)
- C.4 Awarded RFP #14-03 Uninterruptable Power Supply Project – E-Rate, to MJP Technologies Inc., for a total cost of \$320,629.23. E-Rate will fund 85% or \$272,534.85 and the remaining 15% or \$48,094.38; will be paid from Measure “R” Funds. (Award of RFP #14-03, Uninterruptable Power Supply Project – E-Rate)
- C.5 Ratified Amendment #5 to Agreement #14-50 with Ventura County Office of Education, for additional exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-2015 school year; original contract was for \$380,894.23, Amendment #1 was for \$12,255.99, Amendment #2 was for \$6,142.50, Amendment #3 was for \$32,960.95, Amendment #4 was for (-\$18,780.28) decrease, and Amendment #5 is for \$39,394.39, for a total contact amount of \$452,867.78, to be paid with Special Education Funds. (Ratification of Amendment #5 to Agreement #14-50 VCOE, Paraeducator Services - SCP)
- C.6 Set the date of Wednesday, April 15, 2015, for a public hearing on the Oxnard School District 2015 School Facilities Needs Analysis Report. (Setting of Date for Public Hearing – School Facilities Needs Analysis)
- C.7 Accepted the district’s enrollment reports for the month of February 2015. (Enrollment Report)
- C.8 Approved the Purchase Order/Draft Payment Report #14-07, as submitted. (Purchase Order/Draft Payment Report #14-07)
- C.9 Accepted the “Disclosure of Collective Bargaining Agreement” form for CSEA, as presented. (Disclosure of Collective Bargaining Agreement with CSEA)
- C.10 Accepted the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential employees, as presented. (Disclosure of Collective Bargaining Agreement with Management & Confidential)

C.11 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Established:

- A five hour and forty five minute, 192 day Site Technology Technician, position number 6815, to be established at Soria School. This position will be established to provide additional technology support for students and staff.

Increased:

- A five and a half hour, 183 day Paraeducator II, position number 1626, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Site Technology Tech - \$25,248 LCFE

Cost for Paraeducator II - \$1,013 Special Ed

C.9 Personnel Action: (Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. (CERTIFICATED)

Name	Position	Effective Date
<u>NEW HIRES</u>		
Jacqueline DeArcos	Substitute Teacher	2014/2015 School Year
Elizabeth Mahurin	Substitute Teacher	2014/2015 School Year
Kalley Medina	Substitute Teacher	2014/2015 School Year
Ruben Napoles	Substitute Teacher	2014/2015 School Year

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

Ignacio Mendoza	Lemonwood	February 23, 2015
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RESIGNATION

Pamela Berkel	Teacher, Mathematics, Kamala	June 19, 2015
Nadia Gutierrez	School Counselor, Elm	June 19, 2015

SELF DEMOTION

Maybellyne Frazer	Assistant Principal, San Miguel to Classroom	June 30, 2015
Dan Kubilos	Chief Information Officer to Classroom	June 30, 2015

RETIREMENT

Mary K. Phipps	Director of Pupil Services	June 30, 2015
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

Name	Position	Effective Date
<u>New Hire</u>		
Magana, Everardo	Intermediate School Secretary (B), Position #6708 Kamala 8.0 hrs./192 days	03/16/2015
Snyder, Jonathan	Site Technology Technician, Position #6738 Curren 5.0 hrs./192 days	03/02/2015
<u>Limited Term</u>		
Chino, Elizabeth	Paraeducator	03/02/2015
Guzman Becerra, Maria G	Paraeducator	02/27/2015
Herrera, Patrick	Custodian	02/11/2015
Lober, Asher	Paraeducator	02/25/2015
Lopez, Estevan	Custodian	02/11/2015
Pulido, Raul	Clerical	02/09/2015
Roque, Ernest	Paraeducator	02/25/2015
Silva, Franceen	Child Nutrition	02/24/2015
<u>Exempt</u>		
Cruz, Jose Elias	Campus Assistant	02/27/2015
Rivera, Elise	Campus Assistant	02/19/2015
Vargas, Eduardo	Campus Assistant	01/12/2015
<u>Promotion</u>		
Sanchez, Analuisa	Intermediate School Secretary (B), Position #6709 Driffill 8.0 hrs./192 days Office Assistant II (B), Position #5424 Driffill 4.0 hrs./203 days	02/04/2015
<u>Transfer</u>		
Alvarado, Jorge	Site Technology Technician, Position #6802 Haydock 8.0 hrs./192 days Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	03/02/2015
Cortez, Claudia	Intermediate School Secretary (B), Position #933 Frank 8.0 hrs./192 days Attendance Accounting Technician, Position #2212 Fremont 8.0 hrs./210 days	03/09/2015
Medina, Maria	Paraeducator II (B), Position #6580 Pupil Services 5.75 hrs./183 days Instructional Assistant SDC, Position #2194 McKinna 5.75 hrs./183 days	03/16/2015
Ramirez, Eusebia	Paraeducator II (B), Position #6799 Pupil Services 5.75 hrs./183 days Instructional Assistant RSP, Position #1270 Ramona 5.0 hrs./183 days	03/02/2015

Leave of Absence

Benavides, Leticia

Preschool Assistant (B), Position #1234
San Miguel 3.0 hrs./183 days

03/02/2015-
3/16/2015

Resignation

Carreon, Henry

Custodian, Position #6449
Lemonwood 4.0 hrs./246 days

03/07/2015

D.1 Ms. Marikaye Phipps, Director of Pupil Services presented the Comprehensive Safe School Plans for 20 School sites, per California Education Code Section 32280.

APPROVAL OF
COMPREHENSIVE
SAFE SCHOOL
PLANS 20 SITES

Following discussion, on motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees approved the Comprehensive Safe School Plans for all 20 elementary and middle schools.

(Motion #14-117)

D.2 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services presented the District’s 2014-2015 Second Interim Report.

2014-2015 SECOND
INTERIM REPORT

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees accepted the 2014-2015 Second Interim Report as presented, and authorized the filing of a Positive Certification with the Ventura County Office of Education.

(Motion #14-118)

D.3 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees adopted Resolution No. 14-31 to authorize and provide for the issuance, sale and delivery of the District’s 2015 General Obligation Refunding Bonds and authorized district representatives to execute and deliver related documents and take related actions.

APPROVAL OF
RESOLUTION NO.
14-31 AUTHORIZING
THE ISSUANCE OF
2015 GENERAL
OBLIGATION
REFUNDING BONDS
IN AN AGGREGATE
AMOUNT NOT TO
EXCEED
\$15,000,000.00
(Motion #14-119)

D.4 Mr. Gutierrez, Executive Director of Facilities Planning, Engineering & Operations introduced Mr. Tom Brown and Mr. Francisco Lopez with EUR Consulting & Development Inc. Mr. Brown provided a brief summary of Multi-Prime method of construction.

APPROVAL OF
AGREEMENT #14-
199, EUR
CONSULTING &
DEVELOPMENT
INC.

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved Agreement #14-199 with EUR Consulting & Development Inc., in regards to the Driffill School Kindergarten Building Project; in the amount of \$376,460.00, to be paid with Measure “R” Funds.

(Motion #14-120)

D.5 *Item pulled*

*APPROVAL OF AMENDMENT #5 TO
AGREEMENT #07-100 WITH CALDWELL FLORES
WINTERS, INC. – FINANCIAL CONSULTING AND
ADVISORY SERVICES*

D.6 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services reported the Oxnard School District and the California School Employees Association (CSEA) had reached a tentative agreement for the 2014-2015 and the 2015-2016 Collective Bargaining Agreement which was also ratified on March 13, 2015. He acknowledged the IBB facilitators Bridgette and Joanne Bodine for keeping everyone on task; Jonathan Koch, Director of Classified Human Resources for serving as an advisor during negotiations. As a result there is a salary agreement for 2014-2015 a total compensation increase of 3% retroactive to July 1, 2014. For the 2015-2016 school year a total compensation increase of 5% effective July 1, 2015. Dr. Vaca acknowledged all team members by name for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process.

CONSIDERATION OF APPROVAL OF THE OSD AND CSEA TENTATIVE AGREEMENT FOR THE 2014-2015 AND THE 2015-2016 COLLECTIVE BARGAINING AGREEMENT

(Motion #14-121)

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board adopted the 2014-2015 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association, as presented.

D.7 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services reported based on the Oxnard School District and California School Employees Association tentative agreement and in accordance with District’s practice for treating each employee group similarly, the following compensation increase to Confidential and Management employee groups: 3% ongoing on-schedule salary increase effective July 1, 2014 and 5% ongoing on-schedule salary increase effective July 1, 2015.

CONSIDERATION OF APPROVAL OF REVISED 2014-2015 AND 2015-2016 COMPENSATION FOR CONFIDENTIAL AND MANAGEMENT EMPLOYEES

(Motion #14-122)

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved the 2014-2015 and 2015-2016 compensation revisions, as indicated above.

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Crittenden Ward, 2015 Measure R Bond Oversight Committee Chair who presented the Bond Oversight Committee’s second annual report.

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT

E.2 Dr. Nancy Carroll, Interim Assistant Superintendent, Educational Services introduced Mrs. Bertha Anguiano the principal at Ritchen School. Mrs. Anguiano reported that Ritchen is “The School of Science and Technology” where the students are prepared to attend any of the three middle academies and are prepared with a solid foundation in science for higher education and a well-paying job in the future. She presented the first year of implementation, the grade integrated unit committing to generation state standards, and the LCAP enrichment programs being provided to students.

REPORT ON K-5 STRAND SCHOOLS RITCHEN

Further development by enrichment of integrated units per grade level, branding of the school and continued parent and community involvement. She closed with a quote from President Obama: “In a global economy where the most valuable skill you can sell is your knowledge, a good education is no longer just a pathway to opportunity – it is a pre-requisite.” Mrs. Anguiano invited the Board Members to come visit Ritchen School.

Dr. Nancy Carroll introduced Dr. Andres Duran the principal of McAuliffe

MCAULIFFE

School. Dr. Duran thanked the Board for the opportunity to present Christa McAuliffe “The STEAM Education School”. He expressed his excitement of coming in as a new principal this year and staff had chosen to be the “Ocean Defenders”. Being where we live we have the natural resources but there are many students that have never experienced the ocean.

SCHOOL

Their goal is to bring the ocean to the students with presentation platforms on-campus, exploring seal life through Aquarium of the Pacific, distance learning and virtual fieldtrips. He shared that through Project Based Learning and 21st Century inquiry based learning the student inquire focus at grade level specific which drives inquiry, questions and learning.

Next steps include continue developing partnerships with parents and the community, common core state standards alignment to better support STEAM, and next unit rockets and/or robotics. Dr. Duran invited the Board Members to visit the McAuliffe campus anytime.

Dr. Cesar Morales:

- Thanked the school staff at Ritchen, McAuliffe and Rose Avenue for presenting their Academy Strand Focuses tonight and expressed a special thanks to the teachers for providing amazing experiences for the students.
- Reported the CUE Conference was being held this week in Palm Spring, the conference highlights technology in education.
- Gave special recognition to Anne Jenks, Principal at McKinna School who was selected as the recipient of the 2015 Site Leader of the Year Award from the Gold Coast CUE. He reported McKinna School had paved the way for district’s technology becoming “An Apple Distinguished School” for the past three years. He reported he will invite Ms. Jenks to the April 15, 2015 board meeting for recognition.
- Reported Oxnard Mayor Flynn had contacted with him regarding putting together a joint meeting between the entities. The Mayor would like to have an exploratory meeting with the district committee which consists of me, Trustee O’Leary and Trustee Morrison and their small committee. He stated he would continue correspondence with the Mayor and would advocate for city wide Wi-Fi.
- Reported he would be bringing a resolution for Board consideration supporting the UFW in efforts to bring specific labor rights and thanked Trustee O’Leary for bringing the item for consideration.
- Reported that Sunday, April 12, 2015 had been identified as the community celebration event for Cesar Chavez Celebration beginning with a march in south Oxnard and ending at the Oxnard Community College where Dr. Duran, College President is arranging a community forum with a fair atmosphere. He will provide more information as it becomes available.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Thanked Dr. Morales for mentioning the possibility of considering the resolution for UFW and stated “we talk about the heroes”, but should be honoring them in continuing the struggle.

- Requested for future agenda items and stated he is aware that the President or two

TRUSTEES
ANNOUNCEMENTS

Board Members could request an item be placed on a future agenda: 1) Discuss, consider and vote on class size reduction; 2) Discuss, consider and vote on a Public Labor Agreement not only one school but the two remaining schools that are under construction Elm and Lemonwood; 3) Plazas Communitaries Project that may help the community; 4) A report on district elections; 5) An update on the formation of an anti-bullying committee regarding the Resolution for Respect of Indigenous People; and 6) A report on Living Wages was there an increase with the contract of classified employees and what was the living wage.

Mrs. Debra M. Cordes:

- Thanked cabinet for their assistance and making themselves available for her questions.
- Reported she attended the CAFE Conference in San Diego and really appreciated the opportunity, she attended many session including in the classrooms, Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) different plans we have in place and how they are developed.
- Reported she attended the English Learner Master Plan meeting where a lot of work is being done and reported the survey that was sent out to parents came back with a general positive feeling, they are supportive of what is going on with the students and feel good about what is happening at the schools.
- Stated she drove by Harrington School and the project is coming along, they are working on the inside of the building.
- Reported she was approached by Maryann Mooney with Link Learning who is working with the high school district and would like to make a presentation to our Board and community on how the districts could assist and work with each other.
- Requested for future agenda items: 1) Class size reduction or grade span reduction, not sure if a study session but would like to discuss it; 2) Per Trustee O’Leary she would also like to discuss Public Labor Agreement; 3) A report on student assessment how are they doing academically in reading and mathematics; and 4) A report on iPad utilization by the students, teachers, administrators, is there consistence throughout the district or is it by school, what programs are being utilized.

Mr. Albert “Al” Duff Sr.:

- Reported that he and Mrs. Duff recently visited Marshall School and participating in Read Across America, his wife read to second grader and he read to fourth graders, there were lots of questions and he visited many classrooms, it was a wonderful experience.

Mrs. Veronica Robles-Solis:

- Reported she enjoyed reading during Read Across America week and took her baby Sasha with her to the classrooms, reported it was lots of fun.
- Stated she has received positive feedback from parents and the community on the construction going on at Harrington School, everyone is very excited.
- Wished everyone a Happy Spring Break and to be safe.

Trustees reconvened to closed session at 8:40 p.m. until approximately 10:03 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board took the following action

REPORT ON CLOSED

in closed session:

SESSION

- On motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees approved the stipulated suspended expulsion in matter #14-10. (Motion #14-123)

There being no further business, on motion by Trustee O'Leary, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 10:08 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 18, 2015; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees



OXNARD SCHOOL DISTRICT

Resolution #14-37

Day of the Teacher 2015

May 5, 2015

WHEREAS, the Board of Trustees have the utmost respect and admiration for our teachers who are dedicating their lives and talents to the education of our children, who are Oxnard's most precious and valuable resource; and

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community.

THEREFORE BE IT RESOLVED, that the Oxnard School District hereby recognizes and honors the contributions of teachers in the Oxnard School District to quality education and declares that May 5, 2015 be observed as "*DAY OF THE TEACHER 2015*" in the Oxnard School District.

BE IT FURTHER RESOLVED that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 6th day of May, 2015.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy J. Carroll

Date of Meeting: 5/6/15

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Resolution #14-28 "National School Nurse Day." May 6, 2015 (Carroll/Phipps)

DESCRIPTION:

Recognition of May 6, 2015 as "National School Nurses Day" as proclaimed by the National Association of School Nurses.

School Nurses are a critical member of our support staff; they are responsible for providing vital links, public and private resources and programs. Our nurses collaborate with Special Education staff, teachers, administrators and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education; providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Resolution #14-28 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Resolution (1 page)



OXNARD SCHOOL DISTRICT

RESOLUTION NO. 14-28

National School Nurse Day May 6, 2015

WHEREAS, the National Association of School Nurses has proclaimed May 6, 2015, as National School Nurse Day; and

WHEREAS, our children are our most valuable resource, and educational achievement is directly affected by their health and well-being; and

WHEREAS, every child must be ready to learn, having their basic needs first met so that they may achieve optimal physical, emotional, social and educational development and be prepared for full participation in society; and

WHEREAS, school nurses are charged with the responsibility of addressing these critical issues and providing diligent care for the health, development and disease control of all students through implementation of our health services program; and

WHEREAS, school nurses provide vital links between public and private resources and programs; collaboration between schools and health and human service agencies and actively collaborate with school staff to build student capacity for self-management, self-advocacy, and learning to bring school and community services to schools; and

WHEREAS, school nurses create and maintain safe school environments; provide mandatory health education, health screenings, and immunization, deliver early intervention services, design wellness-driven programs; and assist pupils with chronic and acute illness and special needs as they transition from home to school; and

WHEREAS, through public schools, communities can work together in unprecedented ways to eliminate barriers to learning and to provide access to health care for children and families;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District recognizes School Nurses as important members of the District team, and extends thanks on behalf of all staff and students, for the loving care and dedication to the welfare of children that School Nurses so generously give each day.

BE IT FURTHER RESOLVED that the Board of Trustees encourages the Oxnard community to join all its schools in bringing to the attention of everyone the importance of the work of School Nurses as we celebrate May 7, 2014, as National School Nurse Day.

Adopted this 6th day of May, 2015.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy J. Carroll

Date of Meeting: 5/6/15

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Resolution #14-29 "Better Hearing and Speech Month." May 2015 (Carroll/Phipps)

DESCRIPTION:

Recognition of the month of May 2015 as "Better Hearing and Speech Month"

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as "Better Hearing and Speech Month". Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent Educational Services, that the Board of Trustees approve Resolution #14-29 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Resolution (1 page)



OXNARD SCHOOL DISTRICT

RESOLUTION NO. 14-29

Better Hearing and Speech Month May 2015

WHEREAS, May is “Better Hearing and Speech Month”; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as “Better Hearing and Speech Month”; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 130,000 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 89th anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2015 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

Adopted this 6th day of May in the year 2015.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 05-06-15

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

Notice of Public Hearing and Public Hearing Regarding Consideration Resolution #14-26 by the Governing Board to Seek a Waiver of Election From the State Board of Education for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Election (Morales)

DESCRIPTION:

This being the time and date noticed, the Board of Trustees will hold a public hearing on the approval of a Resolution by the Governing Board to seek an Election From the State Board of Education for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board.

Members of the Board of Trustees of the Oxnard School District (“School District” or “District”) are currently elected in “at-large” elections, i.e., elections in which “each governing board member [is] elected by the registered voters of the entire school district.” (Education Code section 5030(a)). On February 4, 2015, the District passed OSD Resolution #14-26 to “Initiate a Change of Its Election System to By-Trustee Area Elections for the 2016 Governing Board Election.” In doing so, the District wished to undo its “at-large” electoral systems, which is vulnerable to challenge under the California Voting Rights Act (“CVRA”), Elections Code sections 14025-14032.

OSD Resolution #14-26 also contemplated that the District would pursue relief available by Education Code sections 33050-33053 to authorize the State Board of Education to waive a voter approval requirement that could reduce the costs and risks associated with this proposed change in the manner of electing board members. At this time, it is appropriate for the District to seek a waiver of the election requirement in Education Code section 5020, and portions of sections 5019, 5021 and 5030, in time to implement by-trustee area elections for the Board's 2016 election.

FISCAL IMPACT:

The additional step will only require minimal attorney’s fees or District administrative time to submit an application to the California Department of Education.

RECOMMENDATION:

It is recommended that the Board of Trustees consider the Resolution to seek a waiver of election from the State Board of Education for the change to by-trustee area elections in time for the 2016 governing board election.

ADDITIONAL MATERIAL(S):

- Resolution #14-26

DISTRICT GOAL:

- *Goal One – Improve Communication With Community and Staff*

**RESOLUTION REQUESTING THE GOVERNING BOARD TO SEEK A WAIVER OF
ELECTION FROM THE STATE BOARD OF EDUCATION FOR THE CHANGE TO
BY-TRUSTEE AREA ELECTIONS**

**BEFORE THE GOVERNING BOARD OF THE
OXNARD SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA**

In the Matter of Instituting By-Trustee Area Elections	RESOLUTION NO. 14-26 Resolution by the Governing Board to Seek a Waiver of Election From the State Board of Education for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Election.
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RECITALS

1. Members of the Board of Trustees of the Oxnard School District (“School District” or “District”) are currently elected in “at-large” elections, i.e., elections in which “each governing board member [is] elected by the registered voters of the entire school district” [Education Code section 5030(a)]; and
2. On February 4, 2015, the District passed OSD Resolution #14-26 to “Initiate a Change of Its Election System to By-Trustee Area Elections for the 2016 Governing Board Election.” In doing so, the District wished to undo its “at-large” electoral systems, which is vulnerable to challenge under the California Voting Rights Act (“CVRA”), Elections Code sections 14025-14032; and
3. OSD Resolution #14-26 also contemplated that the District would pursue relief available by Education Code sections 33050-33053 to authorize the State Board of Education to waive a voter approval requirement that could reduce the costs and risks associated with this proposed change in the manner of electing board members; and
4. Although Education Code section 5020 requires a County Committee’s resolution approving a change in the method of electing board members must normally be submitted to the electorate for its approval at the District’s next regular election, the Board of Trustees intends to seek a waiver of the voter approval requirement as permitted by law; and
5. Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement that could reduce the costs and risks associated with this proposed change in the manner of electing board members; and

6. The Board of Trustees believes that it is appropriate to seek a waiver of the election requirement in Education Code section 5020, and portions of sections 5019, 5021 and 5030, in time to implement by-trustee area elections for the Board's 2016 election, because an election to approve the change in voting methods will result in a cost to the District and uncertainty as to outcome despite the fact that at-large electoral systems such as the Districts are subject to challenge under the California Voting Rights Act at great financial risk to the District; and

7. The Board, cognizant of its reduced operating revenues and need for fiscal responsibility, desires to implement this change in the manner of electing board members in the most cost effective and efficient manner.

NOW, THEREFORE, BE IT RESOLVED as follows:

- A. The above recitals are true and correct.
- B. District Superintendent is hereby directed to work with legal counsel to seek a waiver from the State Board of Education of the election requirement imposed by the Education Code, and conduct a hearing as required by statute.
- C. The Superintendent shall consult with legal counsel to resolve all legal issues necessary to give effect to this Resolution.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee _____, seconded by Trustee _____, at a regular/special meeting held on _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

DATED: _____, 2015

President, Board of Trustees

CERTIFICATION

I, _____, Clerk to the Board of Trustees of the _____ School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on _____, 2015.

DATED: _____, 2015

Clerk, Board of Trustees
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 05-06-15

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

Notice of Public Hearing to Consideration of Conceptual Trustee Area Maps for Transition to By-Trustee Area Election System (Dr. Morales)

On February 4, 2015, the Oxnard School District Board of Trustees (“Board”) voted to approve the proposal to initiate the process for the District to transition from an “at-large” election system to a “by-trustee area” election system commencing with the 2016 Board elections. In approving the proposal, the Board was concerned about potential exposure to litigation under the California Voting Rights Act (“CVRA”), particularly taking into consideration the broad language of the CVRA and the fact that the CVRA grants a prevailing plaintiff the right to recover reasonable attorneys’ fees and expert witness fees.

As part of the process to transition to a by-trustee area election system, the Board will need to adopt a final trustee area plan for implementing the new voting trustee areas. In advance of adopting a final plan, the District is required to seek public input on the proposed trustee area plans. The presentation and consideration of the proposed trustee area plans during a public hearing is an important part of the transition to a by-trustee area election system so that comments and input can be received from the public.

The Board will conduct a public hearing in accordance with Election Code Section 10010. The purpose of the hearing is to receive and consider input regarding the transition to by-trustee area elections and the three proposed trustee area maps to be used in the event the Board approves a transition to by-trustee area election pursuant to Education Code Sections 5019 and 5020. The Board invites public comment regarding this matter.

FISCAL IMPACT:

There will be no fiscal impact.

ADDITIONAL MATERIAL(S):

- Power Point Presentation – April 15, 2015

DISTRICT GOAL(S):

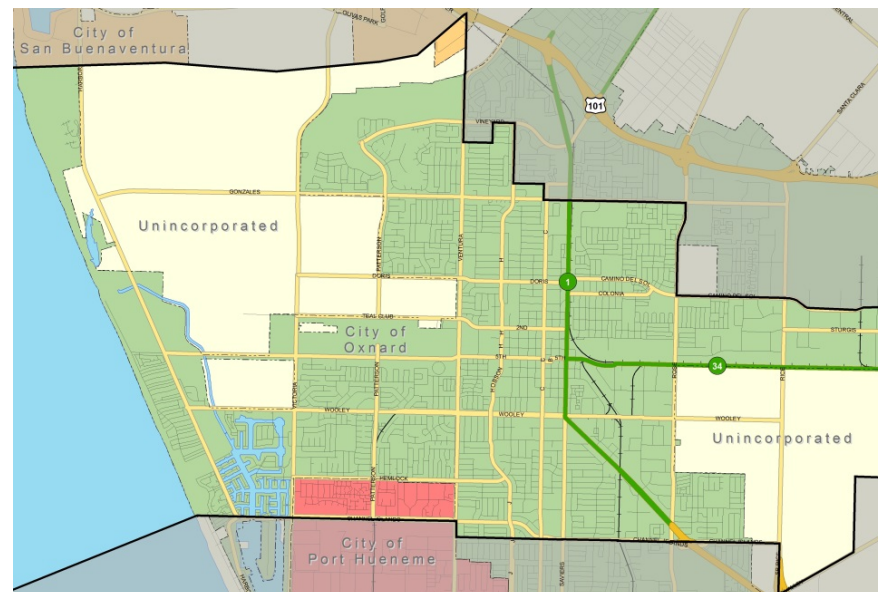
- *Goal One – Improve Communication with Community and Staff*

Oxnard School District

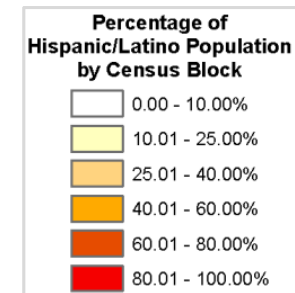
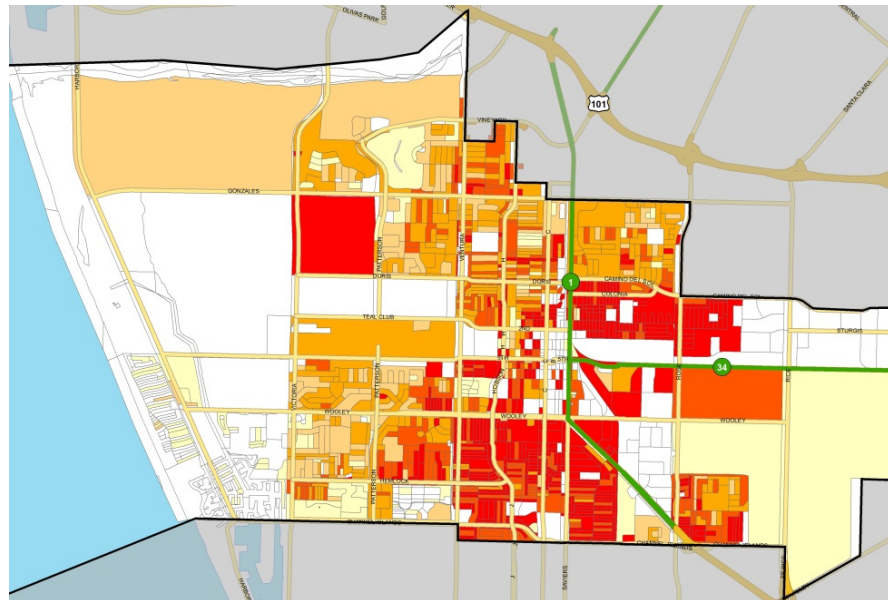
Trustee Areas
April 15, 2015

District Demographics 2010 Census Data

Population	Total Population		Age 18 and over	
	Total	%	Total	%
Hispanic/Latino	91,938	72.81%	60,334	58.63%
White	21,750	17.22%	19,170	23.61%
Black/African American	3,361	2.66%	2,708	2.18%
American Indian/Alaska Native	283	0.22%	234	0.23%
Asian	6,642	5.26%	5,369	13.64%
Native Hawaiian/Pacific Islander	295	0.23%	228	0.36%
Other	148	0.12%	106	0.16%
Two or More Races	1,854	1.47%	1,122	1.19%
Total Population	126,271	100.00%	89,271	100.00%



District Demographics *Citizen Voting Age Population Estimates*



Population	2005-2009 CVAP		2008-2012 CVAP	
	Total	%	Total	%
Hispanic/Latino	30,861	50.17%	36,393	56.88%
White	20,535	33.38%	19,804	30.95%
Black/African American	3,079	5.01%	2,543	3.97%
American Indian/Alaska Native	166	0.27%	89	0.14%
Asian	5,221	8.49%	4,469	6.98%
Native Hawaiian/Pacific Islander	399	0.65%	179	0.28%
Other	N/A	N/A	N/A	N/A
Two or More Races	1,253	2.04%	508	0.79%
Total Population	61,503	100.00%	63,985	100.00%

Trustee Area Process

Date	Activity(ies)
February 4, 2015	Board initiates drawing of Trustee Areas
February 5 – 27, 2015	Develop initial Trustee Area scenarios
March 19, 2015 – April 14, 2015	Request feedback on General Waiver Request from bargaining units, school site committees, and school site councils
April 15, 2015	Board meeting to set public hearing on waiver request; public presentation of scenarios
April 2015	Submit General Waiver Request for approval by the State Board of Education
Week of April 27, 2015	Conduct public input meetings on Trustee Area scenarios
May 6, 2015	Board meeting: Public Hearing on Waiver Request and consider approval of General Waiver Request; Public Hearing on Trustee Area map scenarios
May 20, 2015	Board meeting: Public Hearing on Trustee Area map scenarios
June 3, 2015	Board meeting: Public Hearing on Trustee Area map scenarios, consider approval of Trustee Area map and change in election method
June/July 2015	County Committee on School District Organization holds a public hearing within boundaries of School District and considers approval of change in election method and trustee area map
July 2015	State Board of Education meeting; waiver application consideration if approved by OSD Board of Trustees
August 2015	Send final Trustee Area map to the County Registrar of Voters
November 8, 2016	First election held utilizing Trustee Areas

Considerations in Trustee Areas

» Each area shall contain a nearly equal number of inhabitants



» Drawn to comply with the Federal Voting Rights Act



» Compact and contiguous, as much as possible



» Respect communities of interest, as much as possible



» Follow man-made and natural geographic features, as much as possible



» Respect incumbency as much as possible



» Other local considerations (i.e., attendance boundaries)



Scenario A - Demographics

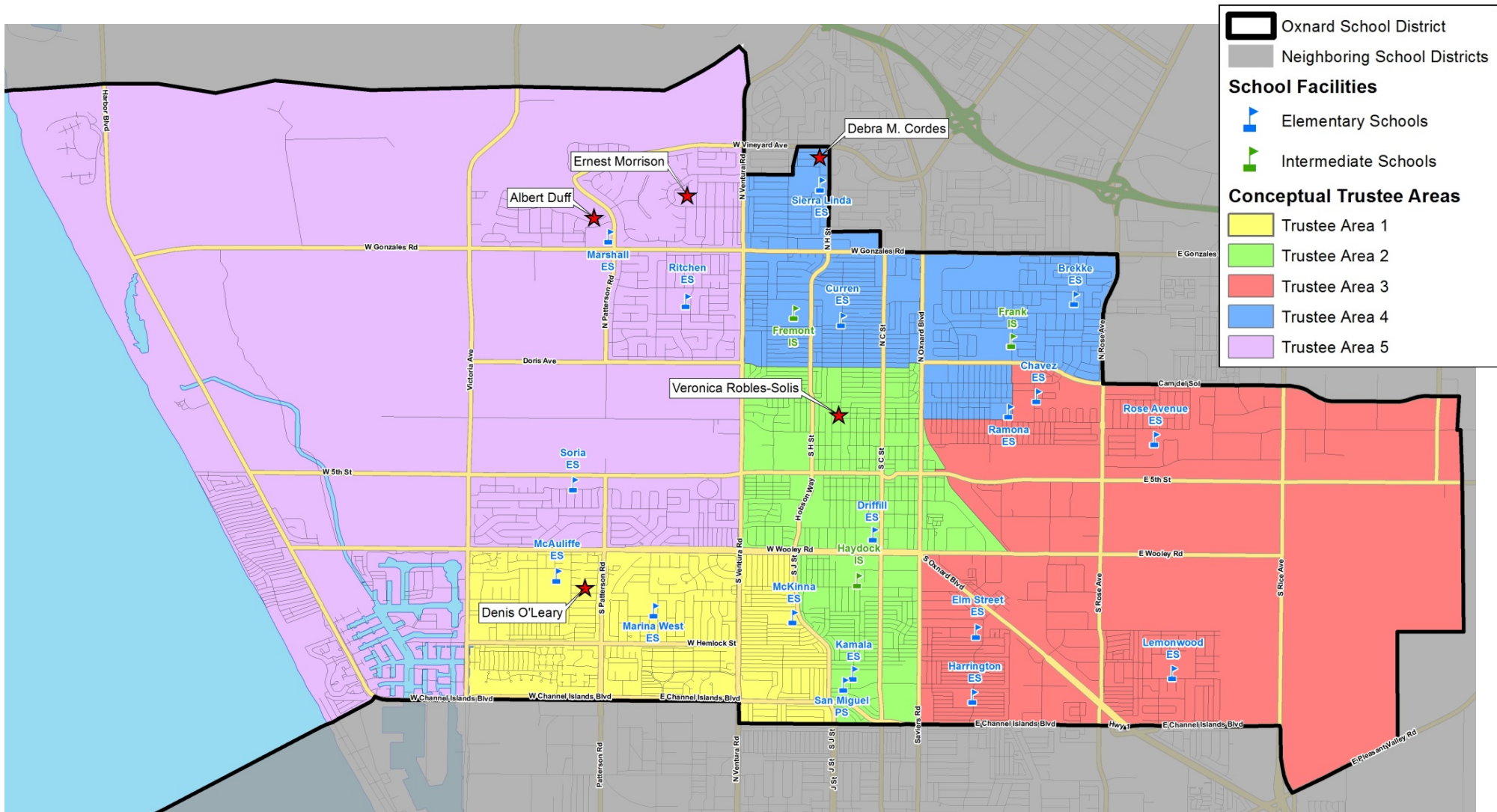
Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	25,424	24,818	25,415	24,851	25,474
Population Variance	228	-378	219	-345	278
	0.90%	-1.50%	0.87%	-1.37%	1.10%
Hispanic/Latino	11,297	21,015	21,849	20,962	16,490
	44.43%	84.68%	85.97%	84.35%	64.73%
White	10,854	2,071	1,766	1,503	5,623
	42.69%	8.34%	6.95%	6.05%	22.07%
Black/African American	939	642	358	402	997
	3.69%	2.59%	1.41%	1.62%	3.91%
American Indian/Alaska Native	65	57	55	37	69
	0.26%	0.23%	0.22%	0.15%	0.27%
Asian	1,507	690	1,113	1,647	1,684
	5.93%	2.78%	4.38%	6.63%	6.61%
Native Hawaiian/Other Pacific Islander	62	53	52	38	86
	0.24%	0.21%	0.20%	0.15%	0.34%
Other	35	15	30	38	30
	0.14%	0.06%	0.12%	0.15%	0.12%
Two or More Races	665	275	192	224	495
	2.62%	1.11%	0.76%	0.90%	1.94%

Citizens by Voting Age Population Estimate (2008-2012)

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	17,425	11,318	9,249	10,524	15,470
Population Variance	4,628	-1,479	-3,548	-2,273	2,673
	36.16%	-11.56%	-27.73%	-17.76%	20.89%
Hispanic/Latino	5,467	8,337	6,984	7,671	7,933
	31.38%	73.66%	75.52%	72.90%	51.28%
White	9,896	1,927	1,473	1,349	5,160
	56.79%	17.03%	15.92%	12.82%	33.35%
Black/African American	719	487	206	331	800
	4.13%	4.30%	2.23%	3.14%	5.17%
American Indian/Alaska Native	50	5	7	2	24
	0.29%	0.05%	0.08%	0.02%	0.15%
Asian	1,002	465	529	1,121	1,351
	5.75%	4.11%	5.72%	10.65%	8.73%
Native Hawaiian/Other Pacific Islander	53	32	21	23	50
	0.30%	0.28%	0.23%	0.22%	0.32%
Other	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A
Two or More Races	237	65	28	27	152
	1.36%	0.57%	0.30%	0.25%	0.98%

Trustee Areas – Scenario B



Scenario B - Demographics

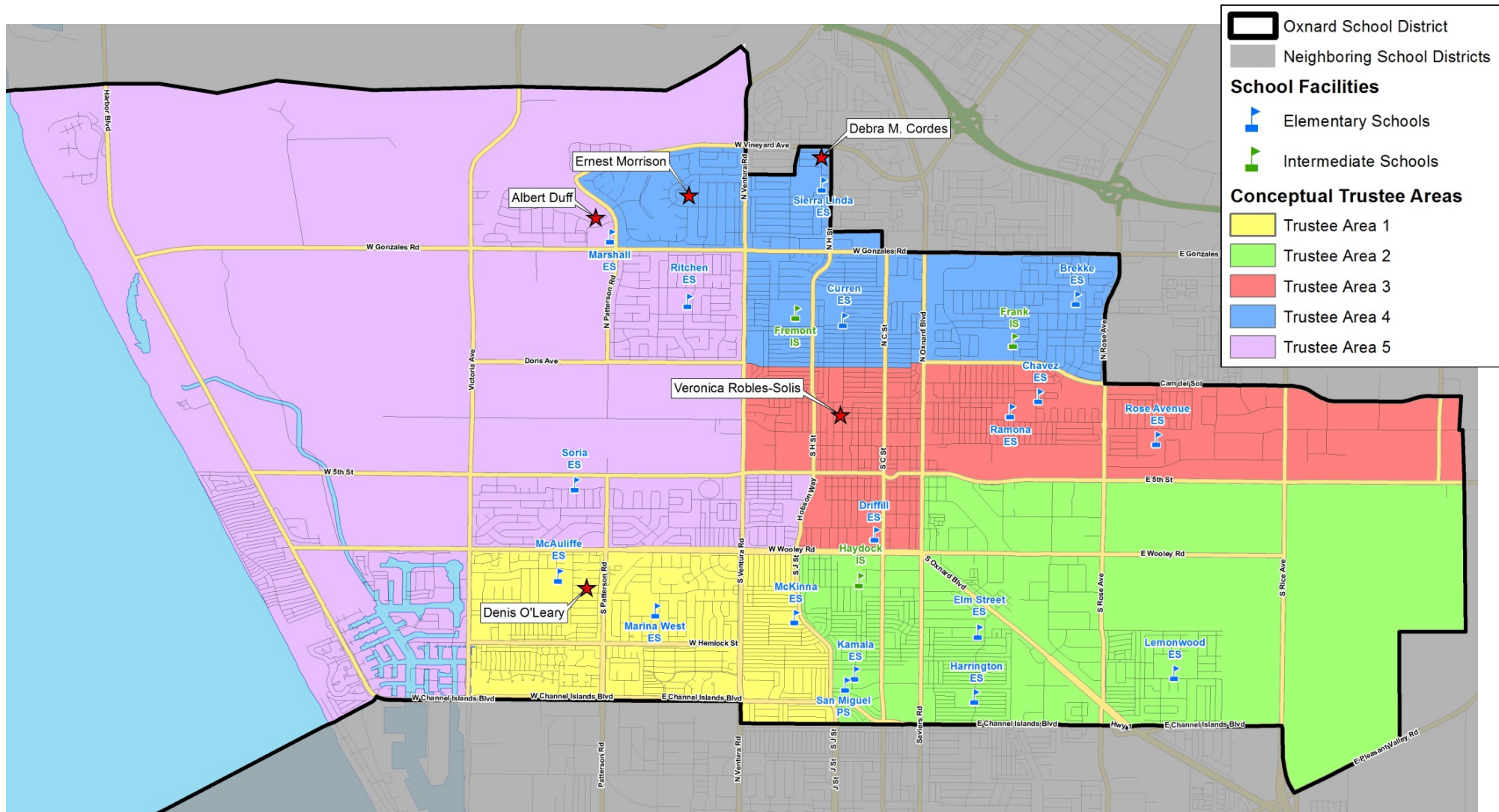
Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	24,968	24,925	25,887	25,622	24,580
Population Variance	-228	-271	691	426	-616
	-0.91%	-1.08%	2.74%	1.69%	-2.45%
Hispanic/Latino	16,696	21,186	23,441	19,287	11,003
	66.87%	85.00%	90.55%	75.28%	44.76%
White	5,656	2,273	970	3,094	9,824
	22.65%	9.12%	3.75%	12.08%	39.97%
Black/African American	955	584	290	667	842
	3.82%	2.34%	1.12%	2.60%	3.43%
American Indian/Alaska Native	74	55	36	62	56
	0.30%	0.22%	0.14%	0.24%	0.23%
Asian	996	472	972	2,019	2,182
	3.99%	1.89%	3.75%	7.88%	8.88%
Native Hawaiian/Other Pacific Islander	60	64	36	61	70
	0.24%	0.26%	0.14%	0.24%	0.28%
Other	33	21	32	34	28
	0.13%	0.08%	0.12%	0.13%	0.11%
Two or More Races	498	270	110	398	575
	1.99%	1.08%	0.42%	1.55%	2.34%

Citizens by Voting Age Population Estimate (2008-2012)

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	14,476	9,943	8,753	12,607	18,206
Population Variance	1,679	-2,854	-4,044	-190	5,409
	13.12%	-22.30%	-31.60%	-1.48%	42.27%
Hispanic/Latino	7,808	7,204	7,339	7,739	6,303
	53.94%	72.45%	83.85%	61.39%	34.62%
White	5,145	1,989	781	2,796	9,093
	35.54%	20.00%	8.92%	22.18%	49.95%
Black/African American	741	384	187	512	719
	5.12%	3.86%	2.14%	4.06%	3.95%
American Indian/Alaska Native	36	12	2	8	31
	0.25%	0.12%	0.02%	0.06%	0.17%
Asian	601	289	418	1,440	1,721
	4.15%	2.90%	4.78%	11.42%	9.45%
Native Hawaiian/Other Pacific Islander	50	24	16	38	52
	0.34%	0.24%	0.18%	0.31%	0.28%
Other	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A
Two or More Races	96	41	11	74	287
	0.66%	0.42%	0.12%	0.58%	1.58%

Trustee Areas – Scenario C



Scenario C - Demographics

Total Population

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	24,968	25,800	25,924	24,723	24,567
Population Variance	-228	604	728	-473	-629
	-0.91%	2.40%	2.89%	-1.88%	-2.50%
Hispanic/Latino	16,696	22,789	23,274	16,811	12,043
	66.87%	88.33%	89.78%	68.00%	49.02%
White	5,656	1,347	1,600	4,209	9,005
	22.65%	5.22%	6.17%	17.02%	36.65%
Black/African American	955	362	447	762	812
	3.82%	1.40%	1.72%	3.08%	3.31%
American Indian/Alaska Native	74	44	53	55	57
	0.30%	0.17%	0.20%	0.22%	0.23%
Asian	996	1,004	305	2,333	2,003
	3.99%	3.89%	1.18%	9.44%	8.15%
Native Hawaiian/Other Pacific Islander	60	51	43	68	69
	0.24%	0.20%	0.17%	0.28%	0.28%
Other	33	20	32	37	26
	0.13%	0.08%	0.12%	0.15%	0.11%
Two or More Races	498	183	170	448	552
	1.99%	0.71%	0.66%	1.81%	2.25%

Citizens by Voting Age Population Estimate (2008-2012)

	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	14,476	8,668	10,168	13,725	16,949
Population Variance	1,679	-4,129	-2,629	928	4,152
	13.12%	-32.27%	-20.55%	7.25%	32.44%
Hispanic/Latino	7,808	6,809	8,228	7,416	6,133
	53.94%	78.55%	80.92%	54.03%	36.18%
White	5,145	1,153	1,372	3,844	8,290
	35.54%	13.30%	13.49%	28.01%	48.91%
Black/African American	741	209	332	589	672
	5.12%	2.41%	3.26%	4.29%	3.96%
American Indian/Alaska Native	36	2	12	8	32
	0.25%	0.02%	0.12%	0.06%	0.19%
Asian	601	456	171	1,714	1,527
	4.15%	5.26%	1.68%	12.49%	9.01%
Native Hawaiian/Other Pacific Islander	50	19	18	43	49
	0.34%	0.22%	0.18%	0.32%	0.29%
Other	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A	N/A
Two or More Races	96	20	35	110	247
	0.66%	0.24%	0.35%	0.80%	1.46%

Questions



BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: May 6, 2015

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS X
SECTION C: CONSENT _____
SECTION D: ACTION X
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

PUBLIC HEARING CONCERNING A REQUEST FOR WAIVER OF THE BONDING CAPACITY LIMITATION OF THE OXNARD SCHOOL DISTRICT FOLLOWED BY CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMISSION TO THE STATE BOARD OF EDUCATION OF A REQUEST FOR WAIVER (Morales)

State law limits the amount of general obligation bonds a non-unified school district, such as the District, may issue to an amount not exceeding 1.25% of the tax base of the district at the time of issuance. That limitation is generally referred to as the bonding capacity limit or the debt limit. On May 8, 2013, the State Board of Education approved a waiver that increased the District's debt limit to 1.50% for a period until December 31, 2018 which enabled the District to sell additional bonds in 2013 and 2014. Today, the District's current outstanding debt is 1.39% percent of the District's total assessed valuation and is projected to fall beneath the statutory debt limit by fiscal year (2016-17) assuming an average annual assessed valuation growth of 4.00%.

The District is currently eligible for approximately \$78 million in state aid funds for modernization and new construction of facilities to address overcrowding and repairs. However, due to the oversubscription of the School Facilities Program, and the lack of a new statewide bond to replenish the Program, the District needs to issue an additional \$30,360,000 million dollars of general obligation bonds to continue to meet its project needs. Under the current waiver, the District could only issue an additional \$12.1 million dollars.

In order the amount of bonds needed to continue funding its facilities program, the District plans to request an increase in its debt limit to 1.7% of the assessed valuation of property within the District. The District's financial advisor estimates that, if the waiver is granted and the District issues an additional series of bonds in the amount of \$30,360,000, the amount of outstanding general obligation bonds at the time of issuance would place the District at approximately 1.67% of its debt limit. Furthermore, it is anticipated that the amount of outstanding general obligation bonds will be below the statutory debt limit within five (5) years or by fiscal year 2019-20.

At this time, the District wishes to request a second waiver from the State Board of Education to increase its bonding capacity limit to 1.7%. Pursuant to Education Code section 33050, a public hearing must be held prior to the approval by the Board of Trustees of the District of a Resolution authorizing the District staff to submit a General Waiver Request to the State Board of Education.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is the further recommendation of the Superintendent that, following the public hearing, the Board adopt Resolution #14-38 authorizing submission of a General Waiver Request to the State Board of Education.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)
 PowerPoint Presentation (5 pages)
 Resolution # 14-38 (3 pages)

DISTRICT GOALS

GOAL FIVE: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501
Office of the Superintendent

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Trustees ("Board") of the Oxnard School District will hold a Public Hearing as follows:

TOPIC OF HEARING: REQUEST FOR A STATE BOARD OF EDUCATION
WAIVER OF THE GENERAL OBLIGATION BOND
DEBT LIMITATION ESTABLISHED BY SECTIONS
15102 AND 15268 OF THE EDUCATION CODE

HEARING DATE: Wednesday, May 6, 2015

HEARING TIME: 7:00 P.M., or as soon thereafter as this matter may be
heard

LOCATION: 1051 South "A" Street, Oxnard, California 93030
(Board Room)

PLEASE TAKE NOTICE that, at the public hearing, the Board will review information pertinent to the recommendation that the Board approve a proposed WAIVER REQUEST to be submitted to the California Department of Education ("CDE") to request a waiver of the statutory bonding capacity limitation described above from the State Board of Education ("SBE").

PLEASE TAKE FURTHER NOTICE that, following the public hearing, the Board will consider a resolution on the matter.

If the District submits the Waiver Request and if the SBE grants the Waiver, the District would thereafter be authorized to issue additional general obligation bonds so long as, at the time of issuance, the outstanding principal amount of such bonds does not exceed the percent of the assessed value of taxable property within the District authorized by the Waiver.

The public is invited to attend the public hearing to comment on this subject. The WAIVER REQUEST will be filed on the CDE's website, as required by the CDE. However, a copy of the proposed form of waiver is on file and available for public review and for copying at the Oxnard School District administrative office located at 1051 South "A" Street, Oxnard, California 93030.

Information concerning this matter is available from the
District Superintendent's Office at (805) 385-1501, ext. 2032

Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning"



Oxnard School District

Bond Debt Limit Waiver

April 2015



Caldwell Flores Winters, Inc.
Facilities Planning, Public Finance, Program Administration



Summary of Measure “R” Bonds

- The District has sold three series of Measure “R” General Obligation Bonds:
 - 2012 Series A \$18.39 Million
 - 2013 Series B \$25.5 Million
 - 2014 Series C \$15.75 Million
- A total of \$59.64 Million has been sold to date
- The District has \$30.36 Million in Remaining Authorization
- All proceeds have been allocated to facilities projects identified in the District Facilities Implementation Plan adopted in January 2012

Debt Capacity

- Section 15102 of the Education Code of the State of California limits the principal amount of General Obligation Bond indebtedness of a non-unified school district (Oxnard School District) to 1.25% of the taxable property located within the District
- On May 8, 2013, the District received a waiver from the California Department of Education (State Board of Education) permitting the District to exceed this debt limit to a maximum of 1.5% of the assessed value of the property within the District in order to issue Series B & C
- Due to accelerated AV growth, the District is currently at 1.39% of the assessed value limit

Oxnard School District Debt Capacity Analysis	
Total Assessed Value (2014-15)	\$11,258,539,314
Current Waiver Debt Limit (% of Assessed Value)	1.50%
Current Waiver Debt Limit (\$)	\$168,878,090
Total Outstanding Debt as of 4.17.15	\$156,768,139
Total Outstanding Debt (% of Assessed Value)	1.39%

- In order to accelerate the construction of the remaining school projects (ELM Elementary and Lemonwood K-8 School, and New 6-8 Classroom Building), the District requires additional flexibility to issue \$30.36 Million in authorization, requiring an increase to approximately 1.70% from the current 1.5% limit

Waiver Process

- The California Department of Education provides a process for receiving a waiver of the bond indebtedness limit pursuant to Education Code Section 33050
- The District must first publish notice of a public hearing in a paper of general circulation
- The Board of Trustees must hold a public hearing on the submission of the waiver request to the State Board of Education
- The waiver submission must be reviewed by each of the following organizations and bargaining units:
 - District Advisory Committee
 - CSEA
 - OEA
 - OSSA
- The Board of Trustees must adopt a resolution approving and authorizing the submission of the waiver request

Projected Debt Levels vs. Assessed Values

- Increasing the bond indebtedness limit to 1.70% does not increase the maximum tax rate for Measure “R” bonds above the \$30.00 tax rate promised to voters.
- Issuing the \$30.36 Million in one series will reduce the overall cost of issuing the bonds in two separate series over time

Oxnard School District Debt Capacity Analysis	
Total Assessed Value (2014-15)	\$11,258,539,314
Current Waiver Debt Limit (% of Assessed Value)	1.50%
Current Waiver Debt Limit (\$)	\$168,878,090
Total Outstanding Debt as of 4.17.15	<u>\$156,768,139</u>
Total Outstanding Debt (% of Assessed Value)	1.39%
Remaining Statutory Net Debt Capacity	\$12,109,951
Planned Debt Issuance in 2015	<u>\$30,360,000</u>
Debt Capacity Shortfall @ 1.50% of Assessed Value	\$18,250,049
Required Increase in Debt Limit (% of Assessed Value)	0.16%
Waiver Request (% of Assessed Value)	1.66%

- The District is requesting a waiver to 1.70% to mitigate any unforeseen decreases in assessed valuation

RESOLUTION NO. 14-38

RESOLUTION APPROVING SUBMISSION TO THE STATE BOARD OF EDUCATION OF A WAIVER REQUEST OF THE BONDING CAPACITY LIMITATION OF THE OXNARD SCHOOL DISTRICT

WHEREAS, Sections 15102 (in connection with all general obligation bonds of school districts) and 15268 (in connection with bonds authorized in) of the Education Code of the State of California (the "Education Code") limits the amount of bonded indebtedness of an elementary school district, including the Oxnard School District (the "District"), to 1.25% of the taxable property of the school district (the "Bonding Capacity Limit"); and

WHEREAS, at a bond election held within the District boundaries on November 6, 2012 pursuant to the Strict Accountability in Local School Construction Bonds Act of 2000 ("Proposition 39"), the voters approved a measure, known as Measure R ("Measure R"), authorizing the District to issue general obligation bonds in the aggregate amount of not to exceed \$90,000,000 to fund certain projects listed on the project list (the "Approved Project List") approved by the Board of Trustees of the District (the "Board"); and

WHEREAS, following the successful Proposition 39 election, the District issued a first series of Measure R general obligation bonds in the aggregate amount of \$18,390,000 on December 27, 2012; and

WHEREAS, Section 33050 of the Education Code allows the State Board of Education ("SBE") to waive, following a public hearing on the matter, most provisions (or portions of statutes) of the Education Code with certain listed exceptions; and

WHEREAS, the Bonding Capacity Limit is subject to waiver by the SBE; and

WHEREAS, in 2013, the District applied for and was granted a waiver of the Bonding Capacity Limit, in effect from May 9, 2013 to December 31, 2018 (the "2013 Waiver"), which allows the District to issue Measure R bonds in an amount not to exceed 1.5% of the taxable property within the District (the "2013 Limit"); and

WHEREAS, pursuant applicable laws and without exceeding the 2013 Limit, the District issued two additional series of bonds to fund projects on the Approved Project List consisting of \$25,500,000, issued on May 30, 2013, and \$15,750,000, issued on November 5, 2014; and

WHEREAS, the District intends to issue an additional \$30,360,000 of general obligation bonds; and

WHEREAS, despite efforts to upgrade and expand its aging facilities, many of which are in dire need of repair, and to construct new schools, there is a severe shortage of facilities within the District, which has led to overcrowding at all existing facilities; and

WHEREAS, although the District is currently eligible for State aid in the amount of approximately \$78 million, the District understands that the State facilities program is oversubscribed and a proposed State bond measure has not been successfully added to the State ballot, which means that it is not likely that the District will be able to access its State aid for at least 3 years, and, at that time, access will be subject to a reauthorization under the State School Facilities Program; and

WHEREAS, even after issuing all of the general obligation bonds authorized under Measure R, several critical District projects identified in the District's approved implementation plan, will remain unfunded; and

WHEREAS, based on the current amount of outstanding bonded indebtedness of the District and the current assessed valuation of property within the District, it has been determined that the issuance of additional general obligation bonds authorized by the voters would require a waiver of the Bonding Capacity Limit; and

WHEREAS, this Board has determined it to be in the best interests of the District to submit a General Waiver Request (the "Waiver Request") to the SBE requesting that the SBE waive the bonding capacity limits specified in Sections 15102 and 15268 of the Education Code; and

WHEREAS, pursuant to SBE requirements for a Waiver, the following has to happen before the District can submit a Waiver Request to the California Department of Education: (i) the Board must hold a duly noticed public hearing on the submission of the Waiver Request to the SBE; (ii) prior to the public hearing, the District must consult with the exclusive representatives of the District employees' unions and representatives of the facilities committees of the District and determine their respective positions on the matter; and

WHEREAS, notice of a public hearing to be held on **May 6, 2015** to consider submission of a Waiver Request to the SBE and inviting public comment on the Waiver was published at least 14 days prior to the duly noticed public hearing, which was held and at which the testimony of all interested parties was heard; and

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the Oxnard School District as follows:

Section 1. Recitals. All of the foregoing recitals are true.

Section 2. Approval of Submission of Waiver Request. The Superintendent, the Assistant Superintendent, Business Services, or a designee (each, an "Authorized Representative"), each acting alone, is hereby authorized and directed to submit the Waiver Request and supportive documentation and information to the California Department of Education ("CDE") and to work with the consultants designated below as well as the CDE staff to complete the Waiver application process.

Section 3. Required Actions. The Authorized Representatives are each hereby authorized and directed to take all necessary actions and gather, prepare, execute and deliver, as applicable, all information and documentation required to comply with Section 33050 of the Education Code and/or the SBE requirements in connection with the Waiver prior to submitting the Waiver Request for consideration by the SBE.

Section 4. Assistance of Consultants. Each Authorized Representative is authorized to work with staff of the District's financial advisory firm of Caldwell Flores Winters, Inc., Financial Advisor to the District, Stifel Nicolaus & Company, as underwriter to the District, and the law firm of Garcia, Hernández, Sawhney & Bermudez, LLP, as Bond Counsel to the District, and such firms are hereby authorized and directed to assist the District in connection with the completion, submission and processing of the Waiver Request.

Section 5. Ratification. All actions heretofore taken by each Authorized Representative, officer, employee, consultant and agent of the Board and the District in connection with the Waiver

Request are hereby approved, ratified and confirmed. Such actions include the publication of notice of the public hearing, consultation with the appropriate bargaining unit representatives, facilities committees and community representatives, and other related matters and actions.

Section 6. Authorization of Further Acts. The members of the Board, the Authorized Representatives, any assistant thereto, and all other staff or officers of the District are hereby authorized and directed, individually and collectively, to do any and all things necessary or advisable in connection with the submission of the Waiver Request and consistent with the purposes of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption by the Board.

PASSED AND ADOPTED this the 6th day of May, 2015, by the Board of Trustees of the Oxnard School District, at Oxnard, California, by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

By: _____
President of the Board of Trustees

Attest:

Clerk of the Board of Trustees

Certification

I, Albert Duff, Sr., Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution is true and correct copy of Resolution No. 14-38 duly adopted by the Board at a meeting thereof held on May 6, 2015, which meeting was duly noticed in accordance with law and that the Resolution was adopted following a public hearing, of which adequate notice was given by publication, held to invite comment on the Waiver Request authorized by the Resolution.

Clerk of the Board of Trustees

Date

BOARD AGENDA ITEM

Name of Contributor(s): **DR. JESUS VACA**

Date of Meeting: **May 6, 2015**

Closed Session: _____

- A. Preliminary _____
- B. Hearing X
- C. Consent Agenda _____
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Title: **Conduct Public Hearing re: Sunshine of the Oxnard School District's and Oxnard Supportive Services Association (OSSA) Initial Proposals for 2015-16 Negotiations, Pursuant to Government Code Section 3547 (Vaca)**

EXECUTIVE SUMMARY (description of item):

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 6: Duty Hours
- Article 7: Assignment of Unit Members
- Article 16: Salaries
- Article 17: Professional Growth
- Article 18: Fringe Benefits
- Article 22: Term

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees conduct the Public Hearing for OSSA and the District's 2015-16 initial proposals.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 4/6/15
- Letter to OSSA President dated 4/6/15
- District's Initial Bargaining Proposals to OSSA for 2015-16
- Letter dated 3/3/15 from OSSA President to the District



OXNARD SCHOOL DISTRICT

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

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

April 6, 2015

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

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

Dear President Veronica Robles-Solis,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Lead Negotiator
Lisa Cline, Assistant Superintendent, Business Services
Marikaye Phipps, Director Pupil Services
Dr. Liam Joyce, Principal
Amelia Sugden, Principal

Pursuant to Article 22, Term, in the current OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 17 (Professional Growth), Article 18 (Fringe Benefits), Article 22 (Term) and any other articles mutually agreeable to both parties.

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

The notice to set the public hearing for OSSA's and the District's initial 2015-16 proposals will be on the April 15, 2015 board meeting agenda with the Public Hearing to be scheduled for the May 6, 2015 board meeting.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure

cc: Lisa Cline, Chief Business Officer
Marikaye Phipps, Director Pupil Services
Amelia Sugden, Principal
Dr. Liam Joyce, Principal



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

April 6, 2015

Ms. Andrea Bleecher
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

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

Dear Ms. Bleecher,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Lead Negotiator
Lisa Cline, Assistant Superintendent, Business Services
Marikaye Phipps, Director Pupil Services
Dr. Liam Joyce, Principal
Amelia Sugden, Principal

The District is requesting to negotiate Article 17 (Professional Growth), Article 18 (Fringe Benefits), Article 22 (Term) and any other issues mutually agreed upon by the parties at the time of negotiations (See Attachment).

Pursuant to Article 22, Term, in the current OSD/OSSA bargaining agreement, the current agreement states, "No sooner than January 1, 2014 or January 1 of any successive year, and no later than March 1, 2014 or March 1 of any successive year, the party wishing to modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement."

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the April 15, 2015 Board Meeting agenda with the Public Hearing to be scheduled for May 6, 2015. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles. Please contact me to schedule bargaining dates for May.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure

cc: Dr. Cesar Morales, Superintendent
Lisa Cline, Chief Business Officer
Dr. Nancy Carroll, Interim Chief Academic Officer
Marikaye Phipps, Director, Pupil Services
Dr. Liam Joyce, Principal
Amelia Sugden, Principal



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Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2015-2016

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 17 Professional Growth

- The District seeks to enter into discussions regarding the OSSA Professional Growth for each job classification.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 22 Term

- The District seeks to enter into discussions regarding Term.



March 3, 2015

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2015-2016 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Joanne Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Andrea Bleecher, Brenda Muth, Jennifer Lasley, Annette Murguia, Monica Garcia and Irene Zavala.

The Association wishes to open the following articles:

Article 6 Duty Hours- The Association seeks to discuss Duty Hours.

Article 7 Assignments- The Association seeks to clarify language regarding Assignment of Unit Members.

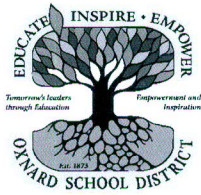
Article 16- The Association seeks to discuss the salary schedule and mileage.

Sincerely,

A handwritten signature in black ink that reads "Andrea C. Blecher". The signature is written in a cursive style with a long, sweeping horizontal line extending to the right.

Andrea C. Blecher, President

Oxnard Supportive Services Association



Norman R. Brekke School

1400 Martin Luther King Jr. Drive

Oxnard, California 93030

Tel 805-385-1521

Fax 805-485-4467



To: Dr. Morales, Superintendent

From: Jodi Nocero 
Principal, Brekke School

Date: April 27, 2015

Re: Donation

Ms. Caroline Merker from Gran Inc., 829 Flynn Road, Camarillo, CA 93012, generously donated a large white board and office supplies worth approximately \$300.00 to Brekke School. The white board and office supplies were much needed and have provided additional supplies for the teachers and office staff. I respectfully request that the Board of Trustees be notified of this donation.

Thank you

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #13-68 – American Fidelity Administrative Services, LLC (Cline/Penanhoat)

At the Board meeting of August 21, 2013, the Board of Trustees approved Agreement #13-68 with American Fidelity Administrative Services, LLC to assist staff with the Health Care Reform Implementation and to strategize Districts needs under the new Health Care Reform mandates. Agreement #13-68 was originally approved in the amount not to exceed \$20,000.00.

The amendment to the agreement adds services through the use of WorxTime Software to begin monitoring and tracking eligible reporting hours worked by employees as prescribed by the Health Care Reform Act. The increase of \$15,095.00 supports 12 months of tracking and monitoring, plus initial set up fee of \$695.00.

FISCAL IMPACT:

\$15,095.00 – Unrestricted General Fund

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Business & Fiscal Services, and the Director, Finance, that the Board of Trustees approve Amendment #1 to Agreement #13-68 with American Fidelity Administrative Services, LLC, in the amount not to exceed \$15,095.00.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, American Fidelity Administrative Services, LLC (1 Page)
Statement of Work No. 2 (7 Pages)
Agreement #13-68, American Fidelity Administrative Services, LLC (10 Pages)

**AMENDMENT #1 TO AGREEMENT #13-68 with
AMERICAN FIDELITY SERVICES, LLC
May 6, 2015**

At the Board meeting of August 21, 2013, the Board of Trustees approved Agreement #13-68 with American Fidelity Administrative Services, LLC to assist staff with the Health Care Reform Implementation and to strategize Districts needs under the new Health Care Reform mandates. Agreement #13-68 was originally approved in the amount not to exceed \$20,000.00.

The amendment to the agreement adds services through the use of WorxTime Software to begin monitoring and tracking eligible reporting hours worked by employees as prescribed by the Health Care Reform Act. The increase of \$15,095.00 supports 12 months of tracking and monitoring, plus initial set up fee of \$695.00.

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC:

By: _____
Susan Relland, Chief Executive Officer

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

STATEMENT OF WORK NO. 2
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN OXNARD SCHOOL DISTRICT (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)

PROJECT: Time and Eligibility Services

A. TERMS AND CONDITIONS: This SOW is subject to the terms and conditions of the Master Agreement identified above.

B. SERVICE DATES: Subject to the Termination provision Article F. below, this SOW will continue for a period of twelve (12) months from the Effective Date (“Initial Term”). At the end of the Initial Term this SOW will renew automatically for additional periods (“Renewal Terms”) of one (1) year each until either party gives written notice to terminate this Agreement, by method provided for by this Agreement. Such notice must be given not more than ninety (90) days or less than fifteen (15) days before the end of the Initial Term or any Renewal Term.

C. SERVICES AND DELIVERABLES

1. WORXTIME SERVICE

- a.** Consultant has made arrangements for Client to access a service (the "WorxTime Service") and related documentation (the "Documentation") provided by a third person (the "Provider") for tracking, monitoring and reporting hours worked by employees. The WorxTime Service utilizes certain computer programming (the "WorxTime Program").
- b.** Consultant hereby permits Client to use the WorxTime Service and Documentation in accordance with the terms, conditions and limitations of this SOW during the Term or Terms, as defined herein. Any use of the WorxTime Service that is inconsistent with the terms, conditions and limitations of this Agreement is prohibited. Client’s permission to use the WorxTime Service is subject to Client’s payment in full of all fees and Client’s compliance with all other terms and conditions of this Agreement. The right to use the WorxTime Service granted to Client by Consultant is a limited, personal, non-exclusive, non-transferable and non-assignable (except as this SOW otherwise provides).

2. CONSULTANT SERVICE

- a.** If prior to the Effective Date of this SOW Client has entered into a Master Agreement which relates to services other than the Services described in this SOW, Client shall be considered to be an existing client (“Existing Client”) under this SOW; and Consultant will provide a one (1) hour discussion with the Client to help Client understand the application of Section 4980H of the Internal Revenue Code of 1986 as amended, which is referred to as the Employer Mandate Penalty rules and then gather the information needed to implement WorxTime Service.
- b.** If Client is not an Existing Client, Consultant shall provide two (2) hours of consultation with Client.

- c. Travel expenses will be billed to the Client following the final consultation if Client requests the consultation described above to be in person.

D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE WORXTIME SERVICE

1. Without implying that Client will have access in the WorxTime Program by accepting the rights granted by Consultant, Client agrees that Client will not, without the prior written consent of Consultant; (a) sell, license, sublicense, grant rights to, distribute, lease or otherwise transfer or allow the transfer of the WorxTime Program, or any backup copy, to third parties; (b) use the WorxTime Program in any manner inconsistent with the rights granted herein; (c) use the WorxTime Program in any manner for the purpose of monitoring or evaluating a greater number of employees than such number of employees anticipated by the agreed to pricing, herein; (d) modify or create derivative works of the WorxTime Program or Documentation or separate the WorxTime Program's component parts; or (e) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the WorxTime Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the WorxTime Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the WorxTime Program, including without limitation any such mechanism used to restrict or control the functionality of the WorxTime Program.
2. Client may not transfer the Documentation, or assign any rights granted hereunder prior to receiving written authorization from Consultant.
3. Client agrees that Client will not use the WorxTime Service in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.
4. Client acknowledges and agrees that Client is solely responsible for the accuracy and completeness of all data required to be input into the WorxTime Service and that Consultant has no responsibility or obligation to determine if such information is accurate or complete.
5. By written notification to Consultant, Client shall identify the person or persons who will be authorized to access the WorxTime Service on Client's behalf. The persons identified by Client are referred to as "Authorized Users". Client shall be responsible for insuring that access codes needed to access the WorxTime Service are only provided to Authorized Users and that access to the WorxTime Service is in accordance with procedures established by Consultant. Client further agrees that Client is solely responsible for access to Client's data in violation of such procedures and Consultant shall have no responsibility, obligations or liability for any unauthorized access to the Client's data resulting from a failure to follow Consultant's procedures.

E. FEES (Identified in Exhibit A attached hereto)

- a. Setup Fee. In order to initiate the WorxTime Service, Client agrees to pay setup fee in the amount of \$995, which is due and payable for the Initial Term as of the Effective Date. This setup fee includes ten (10) hours of client support to set up their group data in the WorxTime system. If Client requires more than ten (10)

hours of support in connection with establishing the WorxTime Service, Client shall pay an additional fee at the rate of \$350 per hour. An Existing Client as defined in Section (2.a.) will receive a \$300 discount on the setup fee if services were rendered in the past twelve (12) months for any service other than a “Bronze” package.

- b.** Per Employee Fees. Client agrees to pay the associated pricing per month for each employee whose hours are monitored through the WorxTime Service. Client also agrees to pay the associated pricing per employee per month of the initial measurement period that has already lapsed, if any, will also apply. See **Exhibit A (Fees)** for complete details about the pricing. Monitoring will begin with the earliest of the start of the client’s Measurement Period or the earliest month of the hours uploaded into the WorxTime system. All per employee fees will be invoiced on or about the 10th day of each month. Payment of per employee fees is due within thirty (30) days of receipt of such invoice. Consultant reserves the right to increase the amount of the Per Employee Fees in future years.
- c.** Out-of-Pocket Expenses. Client will pay out-of-pocket travel expenses incurred by the Consultant for in-person meetings, if any.
- d.** Multi-Service Discount. A 5% multi-service discount for purchasing three (3) or more services will be included on all invoices for service fees. Travel expenses will be reimbursed at cost and excluded from the 5% multi-service discount. The multi-service discount will be reassessed on an annual 12-month basis following the initial contract period. The 5% multi-service discount will be applied for groups with three (3) or more active services within any given 12-month period.

F. TERMINATION OF SOW

If either party materially breaches any provision of this SOW, the other party may terminate this SOW with thirty (30) days’ written notice, provided, however that the party in breach shall have thirty (30) days from receipt of notice of breach to cure the breach (“Cure Period”). In the event the breaching party fails to cure the breach during the Cure Period, the SOW shall be deemed to have been terminated as of date of notice of breach. Either party may terminate all or part of this SOW for any reason effective no earlier than thirty (30) days after written notice is provided to the other party. This SOW will automatically terminate on the earliest of the following dates:

- 1.** If the reason for termination is the failure by Client to pay a fee by the due date (including any grace period), termination of this SOW will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this SOW, except as otherwise provided in writing by Consultant.
- 2.** The date that this SOW or the Client violates applicable law.

Termination of this SOW shall not terminate the rights or obligations of either party arising prior to the effective date of such termination.

In the event the Client terminates this SOW prior to paying one (1) full month of per employee fees, all data entered into the WorxTime Service by or for Client, all databases of information related to the WorxTime Service and reports generated by the WorxTime Service will be the property of Consultant. Consultant shall make reasonable efforts to keep such data

confidential and in the alternative may elect to destroy all such data.

G. COPYRIGHT AND PROPRIETARY INFORMATION

Consultant and its Provider reserve all of the intellectual property rights with respect to the WorxTime Program, the WorxTime Service and Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant and the Provider.

Except as otherwise provided in this SOW, Client shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the WorxTime Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Consultant. This restriction shall continue beyond the termination of this SOW. In the event Client becomes aware of any unauthorized use, copying, reproduction or disclosure of the WorxTime Program or Documentation, Customer shall notify Consultant, in writing, immediately.

H. LIMITED WARRANTY/DISCLAIMER

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the WorxTime Service pursuant to this Agreement. No warranty is made that the WorxTime Service will be uninterrupted or error-free. Client is solely responsible for all data input. Consultant expressly disclaims any and all liability resulting from inadequate data input, incomplete data input or improper input data. This warranty is limited to the duration for the Initial Term and any Renewal Terms.
2. THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE WORXTIME SERVICE, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONSULTANT IS NOT LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, ATTORNEY'S FEES, PUNITIVE OR SPECIAL DAMAGES RELATING TO LOSS OF DATA, PROFIT, REVENUE OR BUSINESS OR THE LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER YOU, CLIENT'S ASSIGNEE OR ANY OTHER TRANSFEREE SUFFER THE LOSS OR DAMAGE AND WHETHER OR NOT CONSULTANT IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
3. If an implied warranty or condition is created by Client's state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to

you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from state/jurisdiction to state/jurisdiction.

4. Consultant is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.
5. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the WorxTime Service using user names or passwords assigned to you; (b) input of data into the WorxTime Service; (c) confirmation of the accuracy of the data input into and received from the WorxTime Service; and, (d) compliance with all applicable laws associated with the use of the data.

I. LIMITATION OF LIABILITIES

SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT, CONSULTANT AND ITS PROVIDER'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR FOR ANY OTHER BREACH OF THIS AGREEMENT OR FOR ANY OTHER LIABILITY RELATING TO THE WORXTIME SYSTEM SHALL BE LIMITED TO (A) CORRECTION OF ERRORS IN THE OPERATION OF THE WORXTIME SYSTEM OR (B) REFUND OF FEES CLIENT WILL RECEIVE ONE OF THE TWO REMEDIES, SELECTED BY CONSULTANT IN ITS SOLE DISCRETION, WITHOUT CHARGE.

IN NO EVENT WILL CONSULTANT, THE PROVIDER OR ANY OF THEIR RESPECTIVE AFFILIATES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE WORXTIME PROGRAM, THE WORXTIME SERVICE OR THE DOCUMENTATION OR, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

This limitation of liability also applies to the Provider. It is the maximum for which the Provider and Consultant are collectively responsible. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Client.

[EXECUTION PAGE FOLLOWS]

DATE: _____, 20__

AGREED BY:

OXNARD SCHOOL DISTRICT

Name: Lisa Cline

Title: Assistant Superintendent, Business & Fiscal Services

Notice Address:

Oxnard School District

1051 South "A" Street

Oxnard, CA 93030

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

Name: Susan Relland

Title: Chief Executive Officer

Notice Address:

American Fidelity Administrative Services, LLC

Attn: Manager

2000 N. Classen Blvd.

Oklahoma City, OK 73106

AND

American Fidelity LAW Department

2000 N. Classen Blvd.

Oklahoma City, OK 73106

EXHIBIT A

FEES

One Time Set-Up Fees *without purchase of implementation package	\$995.00
One Time Set-Up Fees *with purchase of implementation package	\$695.00
Per employee per month fees (pepm) Group size up to 999	\$0.75 (\$0.70 CASBO Member)
Per employee per month fees (pepm) Group size 1000-1999	\$0.65 (\$0.60 CASBO Member)
Per employee per month fees (pepm) Group size 2000-3999	\$0.55 (\$0.50 CASBO Member)
Per employee per month fees (pepm) Group size 4000+	\$0.45 (\$0.40 CASBO Member)

MASTER CONSULTING SERVICES AGREEMENT

This MASTER CONSULTING SERVICES AGREEMENT ("Master Agreement") is entered into effective as of the 22nd day of August, 2013 ("Effective Date") by and among OXNARD SCHOOL DISTRICT (hereinafter "CLIENT") and AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (hereinafter "CONSULTANT").

WHEREAS, the parties desire for CONSULTANT to provide services to CLIENT for the period and under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope. This Master Agreement is comprised of the general terms and conditions set forth herein (the "Terms and Conditions") and each properly executed Scope of Work ("SOW") to be attached hereto and incorporated by reference herein. CONSULTANT shall provide certain services to CLIENT (the "Services") as specified in an SOW. Each time CLIENT engages CONSULTANT to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement.

CONSULTANT shall have the right, at all times, to perform similar services for other person(s) or business entities.

2. Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 of the Agreement. The term of an SOW shall begin on the commencement date stated in that SOW and continue in effect for the agreed term stated in that SOW, unless earlier terminated as herein permitted.

3. Fees and Records. For all Services performed, CLIENT shall pay CONSULTANT in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, CLIENT shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by CONSULTANT in connection with its provision of the Services. CLIENT shall also be responsible for all sales taxes and other similar tax obligations in connection with its receipt services from CONSULTANT. Such expenses, taxes, and other obligations shall be owed above and beyond any professional fees. If the CLIENT is exempt from paying sales tax, a tax exemption shall be provided to the CONSULTANT. Until such certificate is received, CONSULTANT will charge applicable sales tax on the invoices.

4. Invoicing and Payment. CONSULTANT will deliver an invoice to CLIENT for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice. CLIENT shall remit payment of the amounts indicated in the invoice to CONSULTANT within a reasonable

period of time (not to exceed thirty (30) days) of receipt of an invoice ("Due Date"). Interest in the amount of 5%, or the maximum amount allowable under the law, will be charged on all amounts due and owing after the Due Date.

5. CLIENT Resources and Data. CLIENT agrees that CONSULTANT shall have ready access to CLIENT'S staff and resources as necessary to perform Services pursuant to a SOW. In addition, CLIENT will provide to CONSULTANT all data necessary to complete the Services specified in the SOW, in a format agreed to by both parties. Please note that CONSULTANT does not take responsibility for verifying the accuracy or completeness of information supplied by CLIENT'S representatives. If CONSULTANT receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to CLIENT as additional Service.

6. Independent Contractor. CONSULTANT is, and shall at all times remain, an independent contractor. CONSULTANT and each of CONSULTANT'S employees, principals, and subcontractors shall not be deemed for any purpose to be CLIENT'S employees and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of CLIENT or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. CLIENT is not responsible to any governing body or to CONSULTANT for paying or withholding payroll taxes and other employee expenses related to payments made to CONSULTANT. Notwithstanding anything to the contrary, this Master Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Master Agreement, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how or method (1) belonging to and used by the CONSULTANT for the benefit of the CLIENT in connection with this Agreement, or (2) made or developed by the Consultant during the course of providing the Services hereunder, shall remain and be the property of the CONSULTANT. However, the CONSULTANT shall not receive any royalty related to the use of such invention in providing services for the CLIENT

b. All documents produced by the CONSULTANT in any form, including the electronic versions thereof, are instruments of service of the CONSULTANT. The copyright and other intellectual property rights in all documents (including any memoranda, drawings, maps or computer programs) prepared or compiled by the CONSULTANT hereunder shall remain vested in the CONSULTANT; however, the CLIENT shall have a free, non-transferable perpetual license to use such of those documents as are supplied hereunder for those purposes specified in the SOW and for CLIENT'S internal use only. . Any liability arising out of use of said documents by the CLIENT for purposes other than for which they were created or by any third party shall be the responsibility of the CLIENT, who

shall indemnify the CONSULTANT against all claims, costs, damages or losses arising out of such use.

8. Confidential Information.

In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other or the other's clients (collectively, "Confidential Information") and which each party shall protect in the same manner as it protects its own confidential information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this Master Agreement. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto. The parties have executed a Business Associate Agreement of even date, the terms of which are incorporated.

9. Service Limitations. CONSULTANT WILL NOT PROVIDE TAX OR LEGAL ADVICE. As such, it is recommended that all work performed by the CONSULTANT be reviewed by CLIENT'S independent tax or legal counsel. The compliance assistance work performed by the CONSULTANT will primarily focus on compliance with Federal benefit laws and regulations. CONSULTANT will not consider any State laws or regulations unless requested by CLIENT and agreed by CONSULTANT in advance. Finally, any Federal tax information provided in writing pursuant to this engagement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. CONSULTANT shall rely upon information provided by CLIENT and will not have a duty to verify accuracy of such information.

10. Performance of Services.

a. The CONSULTANT shall, subject to the provisions of this Agreement and to timely receipt of all data, information, approvals, site access or other information or assistance to be provided by the CLIENT pursuant to an SOW herein, carry out and complete the Services required under this Agreement. The Consultant's Services are limited only to the Services described in the applicable SOW.

b. CONSULTANT has the full power and authority to enter into and

perform this Master Agreement.

c. CONSULTANT agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

11. Termination.

a. Each Party ("Terminating Party") may terminate this Master Agreement if the other party breaches any material term or condition of the Master Agreement provided that the Terminating Party provided a written notice to the other party of the need to correct a breach of a material obligation under this Master Agreement, which notice provided sufficient detail to allow the other party to identify this Master Agreement and correct the breach, and the other party failed to take reasonable steps to remedy the breach within thirty days of receipt by the other party of the initial written notice from the Terminating Party. Each of the parties hereto may also terminate for convenience by providing sixty days prior written notice of the same to the other party

b. Such termination shall not relieve CLIENT of the payment of any and all amounts owing to CONSULTANT under the Master Agreement through the date of termination and any reasonable de-mobilization cost.

12. Disputes, Limitation of Liability and Indemnification

a. **Dispute Resolution.** In the event of a dispute, CLIENT agrees to make a reasonable good faith effort to inform CONSULTANT of such dispute and the parties agree to negotiate in good faith a mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

b. **Disclaimer.** **OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED. ANY AND ALL CLAIMS SHALL BE MADE WITHIN TWO YEARS FROM THE DATE ANY ALLEGED FAULT OR ERROR WAS MADE OR SHALL BE FOREVER BARRED.**

c. **Limit of Liability.** **TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CONSULTANT'S MAXIMUM LIABILITY FOR ANY CLAIM UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO CONSULTANT BY CLIENT IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO SUCH SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM.**

d. **Indemnification.** CLIENT will indemnify and hold harmless CONSULTANT and its personnel or contractors from all claims, liabilities, and expenses relating to negligent actions or omissions, or breach of contract by CLIENT or its personnel. This section shall survive termination of this Master Agreement.

13. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent

b. Entire Agreement; Amendment. This Master Agreement, incorporated Agreements and each properly executed SOW supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Master Agreement may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this Master Agreement, the terms of this Master Agreement shall control, unless such SOW expressly states that it is amending the terms of the Master Agreement with respect to such SOW. The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

c. Assignment and Sub-Contracting. The CONSULTANT may subcontract services hereunder. The Consultant may also, for the benefit of CLIENT, retain any necessary independent third-party actuarial experts, in connection with performance of services hereunder. CLIENT may not assign the services hereunder without CONSULTANT'S written consent.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor, dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exists.

e. No Waiver. The waiver of any breach or failure of a term or condition of this Master Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma without regard to conflict of laws principles. The parties hereto submit to the exclusive jurisdiction of the appropriate court in Oklahoma City, for the purpose of resolving any dispute relating to the subject matter of this Master Agreement or the relationship between the parties pursuant to this Master Agreement.

g. Counterparts. This Master Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

WHEREFORE, for the purpose of being bound, the parties execute this Master Agreement by their duly authorized representatives as of the date set forth above.

Agreed By:

OXNARD SCHOOL DISTRICT




Name: Lisa Cline

Title: Assistant Superintendent
Business and Fiscal Services

Notice Address:

Oxnard School District
1051 South A Street
Oxnard, California 93030

**AMERICAN FIDELITY
ADMINISTRATIVE SERVICES, LLC**



Name: Susan Relland

Title: Vice President

Notice Address:

American Fidelity Administrative
Services, LLC
Attn: Chief Executive Officer
2000 N. Classen Boulevard
Oklahoma City, Oklahoma 73106

AND

American Fidelity LAW Department
2000 N. Classen Boulevard
Oklahoma City, Oklahoma 73106

**STATEMENT OF WORK NO 1
TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER
AGREEMENT”) BETWEEN OXNARD SCHOOL DISTRICT (“CLIENT” or “you” or
“your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES LLC
 (“CONSULTANT” or “we” or “us” or “our”)**

PROJECT: Platinum Health Care Reform Implementation Package

- A. Terms and Conditions:** This SOW is subject to the terms and conditions of the Master Agreement.
- B. Project Dates:** This SOW is effective beginning on a date to be determined between the Consultant and Client.
- C. Services and Fees:** We will provide the following services and deliverables:
1. Data Request and Kick-off Call – We will have a call to help you understand and gather the information we will need to understand your objectives, analyze your health plans, and prepare to assist you in developing your Health Care Reform strategy.
 2. Gap Analysis – We will identify plan provisions needed to comply with the Health Care Reform plan design mandates.
 3. Health Care Reform Calendar – We will provide a calendar tailored to your health plans which identify the due dates for Health Care Reform obligations required for employers.
 4. Free Rider Penalty Toolkit – We will provide a toolkit which includes summaries of the rules, calculation formulas, step-by-step instructions, and possible strategies for you to consider to help you assess the impact of the Free Rider Penalty on your organization, design your contribution, eligibility, and plan sponsorship strategies going forward, and prepare for collective bargaining discussions.
 5. Basic Free Rider Penalty Impact Analysis – We will perform a calculation to help you identify: (1) the number of employees (including substitute teachers) who would be considered full-time (30+ hours/week) based on hours worked in 2012, who are not currently eligible for coverage; (2) the number of full-time (30+ hours/week) employees for whom coverage would be considered “unaffordable” under your current rate structure; and (3) the maximum potential Free Rider Penalty that would be owed by the employer if no changes are made.
 6. “Strawman” Examples – We will provide examples that illustrate the possible impact to employees of certain employer strategies and the availability of Federal premium tax credits for State Exchange coverage.

7. Two Hour Strategy Discussion – We will conduct a two hour strategy discussion which will help you understand: (1) the plan design mandates that may require you to make health plan changes; (2) possible changes you may want to make to your current contribution structure and allowable enrollment elections (including mandated elections) in order to help mitigate the potential impact of Health Care Reform; (3) how certain provisions could increase your costs; (4) the issues that could impact your strategy in connection with the Free Rider Penalty; and (5) new administrative obligations.
8. Email Updates and Monthly Educational Webinars – We will provide periodic updates to keep you informed about new developments in the rules and waive the \$50 webinar fee for any Health Care Reform webinars scheduled through July 31, 2014.
9. Model Documents – We will provide samples of the notice employers are required to provide to employees.
10. Budget Impact Checklist – We will provide a checklist that highlights the hard and soft cost increases the organization may experience as a result of Health Care Reform for use in connection with preparing your budget for the upcoming year.
11. Enhanced Free Rider Penalty Impact Analysis – We will provide our exclusive tool which calculates the potential cost impact to the employer in six different scenarios with variations in eligibility, required employee contributions, and the value of the plan, which helps paint a picture for an employer to make an informed decision about their strategic options going forward.
12. Minimum Value Calculation – We will provide confirmation you offer one “adequate” plan option as required to avoid a Free Rider Penalty.
13. Cadillac Tax Impact – We will provide estimates of the tax that could be triggered by the group’s current health plans, along with cost management strategies the organization could adopt to help mitigate the impact of the tax.
14. Customized Enrollment Landing Webpage – We will provide an enrollment landing webpage to serve as a resource for employees in connection with your upcoming enrollment.
15. Access to Employee Video – We will provide employee video that explains the interaction between affordable employer coverage and eligibility for premium tax credits for state Exchange coverage.

*All services outlined above will be contingent upon the client providing agreed upon employee information, which could include, but is not limited to:

- Plan summaries and premium structures
- The number of hours worked in the prior year for all employees
- All employees' W-2 wages
- The salary or hourly rate of pay for each employee

D. Fees: Fees for the services and deliverables described above will be \$20,000 inclusive of out-of-pocket expenses. Sales tax may apply. We will send you an invoice following the final meeting. Payment is due within 30 days of receipt of invoice.

E. SOW Assumptions and Limitations

We have assumed for purposes of the Services described in this SOW that you intend to continue offering your current benefits. As such, we do not expect to offer alternative plan design models (such as a possible design that would have an actuarial value of the minimum 60% allowed in order to avoid paying a Free Rider Penalty); some plan sponsors are considering such changes as a way to reduce plan costs. Similarly, we do not expect to provide an analysis of financial considerations involved in you changing plans (such as funding IBNR).

Note that AFAS does not provide tax or legal advice and, given the complexity of the Health Care Reform rules, we always recommend working with your own legal counsel to discuss how your plans could be affected and to review guidance provided by our Consultants. Our consultants provide information for plan sponsors about health and welfare benefit plans but do not provide guidance on specific insurance products; we can provide a referral to an insurance agency if you would like assistance implementing or revising an insurance product. In addition, our work is primarily focused on the requirements of Federal employee benefit laws. We would be happy to entertain requests for assistance with certain state laws or benefit programs, but our analysis will not take state laws into consideration unless specifically requested and agreed upon in advance. Finally, any Federal tax information provided pursuant to this engagement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products.

F. Personnel Rendering the Services: The following Consultants will be assigned to this project: Brian Rossen, Health Care Reform Consultant.

All individuals assigned to this project shall provide the services in a professional manner. It is possible that one or more of the identified Consultants may need to be replaced by other qualified Consultants or that, as the engagement develops, adding additional Consultants or professionals will be necessary. Such determination will be made at our sole discretion but will not change the fees (fixed or hourly) provided in this SOW. We will select these alternative or additional engagement team members with the objective of providing high quality and timely delivery of services. We would be happy to provide biographies of any of our Consultants upon request.

G. Location at Which Services are to be Performed: The Strategy Meeting will be held at your place of business, or such alternative location as you identify. Any other preparatory or follow up work performed by the Consultant(s) (such as reviewing plan information or drafting a

project plan) will be performed at our place of business.

Agreed By:

OXNARD SCHOOL DISTRICT

**AMERICAN FIDELITY ADMINISTRATIVE
SERVICES LLC**

Name: *LISA CLINE*

Name: Susan Relland

Title: *ASSISTANT SUPERINTENDENT
BUSINESS & FISCAL SERVICES*

Title: Vice President

Signature: *Lisa Cline*

Signature: *Susan Relland*

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #13-191 – The Bodine Group (Vaca)

At the Board meeting of May 7, 2014, the Board of Trustees approved Agreement #13-191 with The Bodine Group to provide facilitation services for collective bargaining for the Oxnard Support Services Association and the California School Employees Association for the period of 5/8/14 through 5/7/15.

It is now requested that the Board of Trustees approve Amendment #1 to extend the contract’s “not to exceed amount” from \$20,000.00 to \$22,500.00, in order to finalize negotiations with OSSA and CSEA.

FISCAL IMPACT:

\$2,500.00 plus reimbursement of actual expenses – Certificated Personnel Negotiations Funds.

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Amendment #1 to Agreement #13-191 with The Bodine Group, in the amount not to exceed \$2,500.00, plus reimbursement of actual expenses.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, The Bodine Group (1 Page)
Agreement #13-191, The Bodine Group (15 Pages)

**AMENDMENT #1 TO AGREEMENT #13-191
WITH THE BODINE GROUP**

At the Board meeting of May 7, 2014, the Board of Trustees approved Agreement #13-191 with The Bodine Group to provide facilitation services for collective bargaining for the Oxnard Support Services Association and the California School Employees Association for the period of 5/8/14 through 5/7/15.

It is now requested that the Board of Trustees approve Amendment #1 to extend the contract's "not to exceed amount" from \$20,000.00 to \$22,500.00, in order to finalize negotiations with OSSA and CSEA.

THE BODINE GROUP:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Joanne M. Bodine
Typed Name/Title

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Date

OXNARD SCHOOL DISTRICT

Agreement #13-191

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of May, 2014 by and between the Oxnard School District (“District”) and Joanne Bodine/The Bodine Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from May 8, 2014 through May 7, 2015 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), plus reimbursement for actual expenses, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Jesus Vaca
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: Joanne Bodine/The Bodine Group
10370 Sheldon Road.
Elk Grove, CA 95624
Phone: (916) 801.0471
Fax: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** JESUS VACA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

JOANNE BODINE/THE BODINE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #13-191

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-191

SERVICES

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

Provide facilitation services for collective bargaining for OSSA and CSEA using the Interest-Based Problem Solving approach, and Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #13-191

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-191

COMPENSATION

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

Total compensation Not to Exceed \$20,000.00, plus reimbursement for actual expenses.

II. Consultant may not utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$20,000.00, plus reimbursement for actual expenses, as provided in Section 4 of this Agreement.

Not Project Related

Project #13-191

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-191

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit. Coverage shall include the following in a form acceptable to the District:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(3) Workers' Compensation insurance as required by the laws of the State of California.

(4) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District.

Not Project Related

Project #13-191

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #13-191

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-191

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **JOANNE BODINE/THE BODINE GROUP**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

PROPOSAL

Oxnard Elementary School District
March 21, 2014

Services: Third party neutral facilitation of collective bargaining negotiation sessions between the Oxnard Elementary School District and OSSA AND CSEA Collective Bargaining Teams to assist them with renewal of their individual collective bargaining agreement using the IBB process.

Consultant Fee¹: \$1,000 per day

Federal ID Number: 47-0954484

Expense Reimbursement Levels:

Mileage:	\$.555/mile
Lodging/Meals:	Actual cost ²
Meals:	Actual cost ³
Auto Rental:	Actual Cost ⁴
Air travel:	Actual Cost ⁵

#####

¹ Includes preparation time
² Receipts accompany invoice
³ Receipts accompany invoice
⁴ Receipts accompany invoices
⁵ Receipts accompany invoices

PROPOSAL

Oxnard Elementary School District

March 21, 2014

Services: Provision of two days of Interest-Based Negotiations Training for Oxnard Elementary School District Administrators and the OSSA and CSEA Union Collective Bargaining teams to prepare them for use of that problem solving process during collective bargaining negotiation sessions between May 8th and June 30th of 2015.

Consultant Fee¹: \$1,000 per day

Federal ID Number: 47-0954484

Expense Reimbursement Levels:

Mileage:	\$.555/mile
Lodging/Meals:	Actual cost ²
Meals:	Actual cost ³
Auto Rental:	Actual Cost ⁴
Air travel:	Actual Cost ⁵

Training Supplies and Materials: \$25 per trainee

#####

¹ Includes preparation time

² Receipts accompany invoice

³ Receipts accompany invoice

⁴ Receipts accompany invoices

⁵ Receipts accompany invoices

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Nancy Carroll

DATE OF MEETING: 5/6/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

**Approval of Revision to Agreement #14-52 – !!1 A 1 Tutoria Tablet Computer!!
(Carroll/Thomas)**

!!1 A 1 Tutoria Tablet Computer!! Is requesting a revision to the agreement approved at the August 20, 2014 Board meeting. This revision reflects an hourly rate change from \$70 to \$100.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Interim Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve the Revision to Agreement #14-52 with !!1 A 1 Tutoria Tablet Computer!!.

ADDITIONAL MATERIALS:

Attached: Revision (1 Page)
Agreement #14-52, !!1 A 1 Tutoria Tablet Computer!! (16 Pages)

REVISION TO AGREEMENT #14-52

This Revision to the Supplemental Educational Services (SES) Provider/District Contract (“Revision”) is made and entered into this 6th day of May, 2015, between the Oxnard School District (“District”) and !!1 A 1 Tutoria Tablet Computer!! (“Provider”). This Revision revises Agreement #14-52 entered into between the District and Provider effective August 20, 2014 as follows:

Paragraph 3 Payment

Paragraph 3, shall be amended as follows:

1. UPON PROPER MONTHLY INVOICING, District agrees to pay the Consultant for services performed during the term of this Agreement not to exceed \$100.00/HR (based on parent choice of provider) and not to exceed per pupil amount (established by Title 1 and subject to change). Costs to be paid out of the No Child Left Behind (NCLB) Act of 2001, Section 1116(e), Title 1, Choice and Supplemental Educational Services (SES) funds set aside for Program Improvement, including all revisions for 2014-2015, not to exceed OSD district set-aside grade total across all eligible schools in Program Improvement years 2 and beyond. Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

!!1 A 1 TUTORIA TABLET COMPUTER!!:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name and Title

Lisa A. Franz, Director, Purchasing
Typed Name and Title

Date

Date



OXNARD SCHOOL DISTRICT
NO CHILD LEFT BEHIND – TITLE I
2014-2015



Agreement #14-52

SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and
OXNARD SCHOOL DISTRICT (OSD)

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard Elementary School District (“District”) and !!1 A 1 TUTORIA TABLET COMPUTER!! (“Provider”).

- 1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.
- 2. Term.** The term of this Contract begins on May 1, 2014 and ends on April 30, 2015 (“Term”).
- 3. Payment.** UPON PROPER MONTHLY INVOICING, District agrees to pay the Consultant for services performed during the term of this Agreement not to exceed \$70.00/HR (based on parent choice of provider) and not to exceed per pupil amount (established by Title 1 and subject to change). Costs to be paid out of the No Child Left Behind (NCLB) Act of 2001, Section 1116(e), Title I, Choice and Supplemental Educational Services (SES) funds set aside for Program Improvement, including all amendments for 2014-2015, not to exceed OSD district set-aside grand total across all eligible schools in Program Improvement years 2 and beyond. Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.
- 4. Certification/Approval.** Provider must be certified or otherwise approved by the California Department of Education (“CDE”) as a SES provider. A current copy of Provider’s approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2014.

5. Definitions. For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of item delivered to the district by May 23, 2014.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

6. Provision of SES to District Students.

a. General Program of Instruction. Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within four months of student assignment.

b. Student Learning Plan. Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any

time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student's SLP. The SLP must be executed within 15 days of receipt of a District student's enrollment unless a different time frame is agreed to by the Provider and the District's Educational Services Department. Tutoring will begin immediately after the creation of the SLP.

c. Provision of Services at No Charge to Parents. Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

d. Student Progress Reports. Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or April 30, 2015 (whichever comes first).

e. End of Service Reports. Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score.

f. Student Change of Enrollment. If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

g. Withdrawal of Students from Program. Provider will immediately report, by telephone and in writing, to the Educational Services Department when a District student is withdrawn by a parent from services.

h. Parent Access and Complaints. Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide

documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

i. Services on District Campuses. Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

j. General Requirements. Provider will have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers will abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

k. Equal Distribution of hours per pupil. Tutoring will be completed within four months of the company receiving approval of the SLP. The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the four month period (e.g. all tutoring hours should not be completed in one month's time).

7. Fingerprints/Clearance Requirements. Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and TB clearance for Provider's employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

8. Staff Qualifications. Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing

the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

9. Staff Absence. If Provider's assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of "make-up" services by a qualified service provider.

10. Record Keeping/Confidentiality.

a. Maintenance of Records. All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, "material records" includes, without limitation: pupil records as defined by California Education Code sections 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

b. Pupil Records. Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

c. Delivery of Records to District. At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written

request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

d. Survival. Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

11. Monitoring.

a. Access by District. Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits. When making site visits, District will initially report to Provider's site administrative office.

b. Reports. Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than June 15, 2015.

c. Reviews. Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. Program Audits. Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. Financial Audits. The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

12. Compliance with Laws, Regulations and Policies.

a. General. During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and

agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. Incident/Accident Reporting. Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. Child Abuse Reporting. Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. Discrimination. Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.

a. Compliance with District Procedures. Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

b. Hourly Rate. Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

c. Attendance Records. Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

d. Invoices. Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification

(initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in **Exhibit C**. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. Final Invoice. Final invoices must be received by District no later than June 15, 2015. All tutoring must be completed by **April 30, 2015**.

f. Payments by Other Agencies. Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. Right to Withhold Payment.

a. Bases for Withholding. District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. Notice and Opportunity to Cure. If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the

deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

15. Incentives. The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or \$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

16. Termination.

a. Without Cause. This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

17. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Provider agrees to provide District with copies of required policies upon request.

18. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys’ fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

19. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

20. **Subcontracting.** Provider will provide written notification to District before subcontracting for Supplemental Educational Services pursuant to this Contract. Provider will subcontract only with Supplemental Educational Service providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving District’s prior written consent. Provider will incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when Provider enters into subcontracts for the provision of Supplemental Educational Services for each District student, Provider will ensure that such subcontract will require the subcontractor to keep in effect appropriate policies of liability insurance including, but not limited to, general liability, professional liability, and automobile liability policies acceptable to District with the limits stated in Section 16. Provider will ensure that such subcontract will require the subcontractor’s insurance provider to send written notice of cancellation to District at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.

21. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor

any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E, as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it does does not qualify as a "designated employee".

_____ (Initials)

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

22. Miscellaneous.

a. Press Releases and Marketing. Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District. Providers are further prohibited from door-to-door solicitation of any kind.

b. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

c. Notices. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Ronit Driver, Director
Oxnard School District
Office of Curriculum, Instruction and Accountability
Division of Educational Services
1051 South "A" Street
Oxnard School District
Oxnard, CA 93030

For Provider: !!1 A 1 TUTORIA TABLET COMPUTER!!
Attn: Rozita Fatoorechi
244 North Doheny Drive
Beverly Hills, CA 90211

d. Successors and Assignees. This Contract binds Provider's successors and assignees.

e. Governing Law. The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

f. Arbitration. The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

g. Integration. This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2014, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

!!1 A 1 TUTORIA TABLET COMPUTER!!:

Signature

Typed Name and Title of Authorized Representative

Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name and Title

Date

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-52

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in

coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT B

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Provider under the Contract to which this Exhibit B is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **!!1 A 1 TUTORIA TABLET COMPUTER!!**, who will provide Services under the Contract, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

BOARD AGENDA ITEM

Name of Contributor: Jorge B. Gutierrez

Date of Meeting: 5/6/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-211, Twining Inc. (Gutierrez)

A Storm Water management Plan was developed for the Driffill School Kindergarten project. This plan incorporates control measures to reduce the discharge of sediment and other pollutants that are carried from a construction site into the storm water drainage system.

Twining Inc.'s services will include inspections of the project site during the construction phase to ensure compliance with the Plan and the County of Ventura requirements. Also, when the construction is complete, a Close-Out Report will be prepared and filed.

FISCAL IMPACT

\$4,360.00 - Measure R-Project 2

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees approve Agreement #14-211 with Twining Inc. to provide professional services in the amount not to exceed \$4,360.00.

ADDITIONAL MATERIALS:

Attached: Agreement #14-211, Twining Inc. (13 Pages)
Proposal (2 Pages)

GOALS:

Goal Five:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

OXNARD SCHOOL DISTRICT

Agreement #14-211

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of May, 2015 by and between the Oxnard School District (“District”) and Twining Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 7, 2015 through March 7, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Four Thousand Three Hundred Sixty Dollars (\$4,360.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. **Indemnification for Professional Liability.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Consultant agrees to indemnify and hold the District, and any and all of its officials, elected board members, employees and authorized volunteers (the “Indemnified Parties”) entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, sub-consultants or agents, pursuant to this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent caused by the negligence or willful misconduct of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)
- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
 1055 South C Street
 Oxnard, California, 93030
 Attention: Jorge Gutierrez
 Phone: (805) 385.1514 x2501
 Fax: (805) 486.5848

To Consultant: Twining Inc.
 15950 Bernardo Center Drive, Suite G
 San Diego, CA 92127
 Attention: Kristin Swart
 Phone: (858) 974.3750
 Fax: (858) 974.3752

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
26. **Administration.** JORGE GUTIERREZ shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

TWINING INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-211

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-211

SERVICES

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

PER ATTACHED PROPOSAL #15-0386, DATED 3/26/15

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

PER ATTACHED PROPOSAL #15-0386, DATED 3/26/15

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-211

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-211

COMPENSATION

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

Total Compensation Not to Exceed \$4,360.00

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

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

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

IV. The total compensation for the Services shall not exceed \$4,360.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-211

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-211

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #14-211

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation~~ Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #14-211

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-211

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **TWINING INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

March 26, 2015
Proposal No.: 15-0386

Jorge Gutierrez
Oxnard Unified School District

Project: Drifill Kindergarden Building

Subject: Proposal to Provide Stormwater Management Professional Services

Twining is pleased to present our cost proposal for your consideration for the Drifill Kindergarden Building. The proposal is based on the requirements of the City of Oxnard Municipal Regulations.

Scope of Work:

1. Storm Water Inspection and Management of Stormwater Management Plan
On a as needed basis four (4) inspections will be conducted throughout the project duration, as well as two (2) 24 hour on call inspections which will be conducted at the contractors request. All inspections will be conducted by a Qualified SWPPP Practitioner (CPSWQ, CPESC, CISEC, PE or CESSWI), who will identify BMPs installed and BMPs that need maintenance or failed to operate as intended. The Storm Water Inspection Services will also include documentation of corrective actions taken, maintenance of BMPs, and photographs taken during the inspection. The inspections will also include any requirements of the municipality. The Stormwater Management Plan will be prepared per the City of Oxnard regulations.
2. Close Out Report for Drifill Kindergarden Project
The fourth Storm Water Inspection will be completed by a Qualified SWPPP Practitioner (CPSWQ, CPESC, CISEC, PE or CESSWI) who will document the termination of the project through photographs and a close out report. This project is under one acre, thus not requiring a Notice of Termination for the state. This will be billed as the fourth and final Storm Water Inspection.

Twining is excited to work with you in support of the project. We are confident that our firm will provide quality service at the best possible cost to you as we continue to demonstrate our high level of service and commitment to a successful project. If you have any questions regarding our submittal, feel free to contact Kristin Swart at (562) 305-9985.

Sincerely,



Kristin Swart
Infrastructure Division, Twining, Inc



OFFICE
858.974.3750

FAX
858.974.3752

WEB
twininginc.com

Scope of Work for Stormwater Management Services
Prepared By Twining, Inc. 03-26-15

SCOPE AND COST ESTIMATE - Stormwater Management Services

Assumptions: Twining is pleased to have the opportunity to propose to you our Stormwater Management Services. Individual tasks are itemized and broken down separately as presented in this Pricing Sheet. A summary is provided for each task and subtotals have been estimated.

Item 1: Driffill Kindergarden Building

For the duration of the project a Qualified SWPPP Practitioner (CPSWQ, CPESC, CISEC, PE or CESSWI) will identify BMPs installed and BMPs that need maintenance or failed to operate as intended. The Storm Water Inspection Services will also include documentation of corrective actions taken, maintenance of BMPs, and photographs taken during the inspection. The inspections will include any requirements of the municipality. A copy of the inspection report will be placed in the job trailer Stormwater Management Plan and an electronic copy will be emailed to the project manager.

Proposed Service	Notes and Assumptions	Assumed Quantity			
		Amount	Units	Unit Rate	Unit Total
Certified Field Inspector	Inspections for Duration of Project	3	Duration	\$ 690.00	\$ 2,070.00
Certified Field Inspector	On-call 24 hour Response Inspection	2	Duration	\$ 800.00	\$ 1,600.00
Subtotal					\$ 3,670

Item 2: Close Out Report for Driffill Kindergarden

A Qualified SWPPP Practitioner (CPSWQ, CPESC, CISEC, PE or CESSWI) will provide photographs and documentation of Driffill Kindergarden completion. The proposed time is based on time and materials not to exceed the allocated amount with notification to the owner.

Proposed Service	Notes and Assumptions	Assumed Quantity			
		Amount	Units	Unit Rate	Unit Total
Close Out Report for Driffill Kindergarden	Time and Materials Not to Exceed without Authorization	1	AR	\$ 690.00	\$ 690.00
Total:					\$ 4,360

Limitations:

If notice is delayed for any reason beyond thirty (30) days, it is understood by the parties that the terms and conditions contained herein are subject to revision. If you would like us to proceed on this work as outlined above, we ask that you sign and return this agreement to us as our written authorization. If you have any questions regarding this agreement, please contact Krisrin Swart (562) 305-9985. Thank you for requesting Stormwater Construction Management, LLC. to provide these services.

Best Regards,
TWINING, INC.



Kristin Swart
Infrastructure Division



Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Nancy Carroll

DATE OF MEETING: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____

Approval of Agreement/MOU #14-212 – Western Foundation of Vertebrate Zoology (Carroll/West)

The Western Foundation of Vertebrate Zoology will partner with the Oxnard School District to provide Newcomer students at Frank Academy of Marine Science and Engineering an exceptional learning experience and opportunity to connect with scientists who will also share their story of being “newcomers”. Students will be provided a guided walk in a local park to identify local coastal bird species. They will also be provided/loaned birds from the museum to use in their presentations. Parents will also be invited to share in this educational experience through the book signing and parent/student presentation provided by Rene Corado.

FISCAL IMPACT:

Not to exceed \$1,800.00 - MSAP Funds

RECOMMENDATION:

It is recommended by the Director, MSAP, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-212 with Western Foundation of Vertebrate Zoology.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-212, Western Foundation of Vertebrate Zoology (1 Page)
Certificate of Insurance (1 Page)

AGREEMENT #14-212

BETWEEN

WESTERN FOUNDATION OF VERTEBRATE ZOOLOGY AND OXNARD SCHOOL DISTRICT

OUTDOOR COASTAL BIRD IDENTIFICATION PRESENTATIONS AND IDENTIFICATION WALK

The scope of this document is to define the roles and responsibilities of Western Foundation of Vertebrate Zoology in providing a guided bird identification walk and presentation in the Oxnard School District (OSD).

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Western Foundation of Vertebrate Zoology will work together toward providing a high quality educational experience for students in the area of Marine/Coastal Bird Talks and guided walk. Both the agency and consultant, according to its defined role, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement:

1. **Western Foundation of Vertebrate Zoology:**
 - a. Provide an Outdoor Coastal Bird Identification Walk for \$140.00 at a local park.
 - b. Share in student presentation day delivery by providing presentation materials for student led presentations on birds at \$100.00.
 - c. Two staff/scientists from Western Foundation of Vertebrate Zoology will participate with students on each day.
 - d. Provide 2-3 Parent and Student talks on the science of ornithology and the immigrant experience.
 - e. Provide 100 books authored by Rene Corado for 2-3 book signing events at \$13.95 each (plus tax).

2. **Oxnard School District - Frank Academy of Marine Science and Engineering:**
 - a. Provide coordination of student visit to the park on the day of the bird walk.
 - b. Provide LCD monitor set up and presentation space including set up for the presentation day.
 - c. Coordinate 2-3 Parent and Student events including book signing by Rene Corado.

Mark Urwick will monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented May 7, 2015 through October 30, 2015.

OXNARD SCHOOL DISTRICT:

WESTERN FOUNDATION OF VERTEBRATE ZOOLOGY:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

Signature

Rene Corado
Typed Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

MXC
R001DATE (MM/DD/YYYY)
4/8/2015

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

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

PRODUCER MARSH ADVANTAGE AMERICA/PHS 543148 P:(877) 616-7474 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (877) 616-7474	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD	
INSURED WESTERN FOUNDATION OF VERTEBRATE ZOOLOGY, INC. 439 CALLE SAN PABLO CAMARILLO CA 93012	NAIC# 11000	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			54 SBA TE2483	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	General Liab	X					MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:					\$			
A	AUTOMOBILE LIABILITY			54 SBA TE2483	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	X					PROPERTY DAMAGE (Per accident)	\$
					\$			
A	UMBRELLA LIAB			54 SBA TE2483	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Oxnard School District
 Attn: Lisa Franz, Purchasing Dept.
 1051 S A ST
 OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Yaz Taylor

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B. HEARINGS _____
SECTION C. CONSENT X
SECTION D. ACTION _____
SECTION E. REPORTS/DISCUSSION _____
SECTION F. BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-213 – Buck Institute for Education (Carroll/West)

The Buck Institute for Education will provide training in Project Based Learning for up to 35 educators at OSD’s 3 middle school academies on June 29, 30 & July 1, 2015. The Buck Institute for Education will also provide 35 PBL 101 Workbooks for the training. The three (3) full consecutive days of training will take place at the OSD District Office facilities.

FISCAL IMPACT:

Not to exceed \$10,000.00 – MSAP

RECOMMENDATION:

It is recommended by the Director, MSAP Grant, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-213 with the Buck Institute for Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-213, Buck Institute for Education (2 Pages)
Proposal (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT #14-213 BETWEEN
BUCK INSTITUTE FOR EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAINING
IN MSAP OBJECTIVES PROJECT BASED LEARNING**

The scope of this document is to define the roles and responsibilities of the **Buck Institute for Education (BIE)** and the **Oxnard School District (OSD)**. The purpose of this agreement is to provide MSAP Academy educators with training and support in the implementation of Project Based Learning with the STEAM Academy programs.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Buck Institute for Education** will work together toward training **OSD** STEAM Academy educators in Project Based Learning. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. **Buck Institute for Education agrees to:**
 - a. Provide three (3) consecutive days of training for 35 **Oxnard School District** educators in Project Based Learning as part of the PBL 101 Workshop.
 - b. Provide and ship 35 PBL 101 Workbooks to the **Oxnard School District**.
 - c. Provide **Oxnard School District** with Certificate of Insurance naming the **Oxnard School District** as “additional insured”.
 - d. Total program costs not to exceed \$10,000.00 for professional development consultant travel and accommodations, and other applicable fees along with 35 PBL 101 Workbooks.
 - e. BIE and Client agree that BIE will assign an appropriately trained and experienced primary presenter, a “National Faculty” designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.

2. **Oxnard School District -- MSAP-funded STEAM Academies -- agree(s) to:**
 - a. Pay \$10,000.00 for three (3) days of training for 35 **Oxnard School District** educators. The price of this workshop includes consultant travel and accommodations, along with 35 copies of the PBL 101 Workbook and other applicable fees. This Workshop takes place over the course of three (3) consecutive days.
 - b. Provide the site for training.
 - c. Provide LCD projector/monitor set up.
 - d. If District cancels workshop(s), District will be responsible for non-refundable expenses (minimum \$250 per workshop) already incurred. If District reschedules workshop(s), District will be responsible for any additional costs associated with rescheduling.

Oxnard School District will monitor this agreement to oversee implementation of PBL 101 Workshop training. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented May 7, 2015 through July 31, 2015.

OXNARD SCHOOL DISTRICT:

BUCK INSTITUTE FOR EDUCATION:

Signature

Signature

Lisa A. Franz, Director, Purchasing

John Mergendoller, Executive Director

Typed Name/Title

Typed Name/Title

Date

Date



QUOTED TO:
Oxnard School District
1051 South A Street
Oxnard, CA 93030

QUOTE DATE: 3/16/2015
QUOTE #: Q-1118

Sent via Email: dwest@oxnardsd.org
lfranz@oxnardsd.org

QUOTE	
GOOD THRU 6/29/2015	
DESCRIPTION	PRICE
PBL 101: 6-29-2015 to 7-1-2015	\$10,000.00
TOTAL	
\$10,000.00	
<p>Pricing is all-inclusive of consultant's travel and accommodations, along with other applicable fees. Please note that for international services, any applicable GST/HST will be added when you are invoiced.</p> <p>The price of the PBL 101 Workshop includes 35 copies of the <u>PBL 101 Workbook</u> shipped to your site. All other BIE publications can be purchased on www.bie.org/shop. All orders should be placed at least 15 days in advance of the workshop to ensure timely delivery.</p> <p>If client cancels workshop(s), the client will be responsible for non refundable expenses (minimum \$250 per workshop) already incurred. If client reschedules workshop(s), the client will be responsible for any additional cost associated with rescheduling.</p> <p>This quote reflects pricing only for the workshop(s) listed above. BIE reserves the right to increase workshop prices periodically. The quoted price listed above does not ensure the same pricing for workshop(s) scheduled at a later date.</p> <p>BIE reserves the right to make staffing changes for all workshops and instructional coaching events. Clients will be informed of these changes in a timely manner.</p>	

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
2/13/2015

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

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

PRODUCER Commercial Lines – 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 A N. McDowell Blvd Petaluma, CA 94954	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Buck Institute for Education 18 Commercial Blvd. Novato CA 94949	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: Republic Indemnity Company of California		43753
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 8731193**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1269357	02/05/2015	02/05/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1269357	02/05/2015	02/05/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB483452	02/05/2015	02/05/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A			18771801	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			PHPK1269357	02/05/2015	02/05/2016	\$2,000,000 Aggregate 1,000,000 Each Professional Incident	

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

CG 20 26 07 04 Re: Project Based Learning Professional Development Services

Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.

CERTIFICATE HOLDER

Oxnard School District
 Attn: Lisa Franz, Purchasing Dept.
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s)</p> <p>Re: Project Based Learning Professional Development Services</p> <p>Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Nancy Carroll

DATE OF MEETING: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

**Approval of Agreement/MOU #14-214 – Parents of Murdered Children Inc. (POMC)
(Carroll/Phipps)**

The purpose of the Agreement/MOU is to establish and maintain a provision of service relationship between the two parties. POMC will provide support and outreach to school sites in the area of gang prevention and intervention, specifically in the areas of teacher in-service opportunities and parent presentations on how to identify the signs of gang involvement in children. The local chapter of POMC will also offer resources to parents on support groups available in the community for families affected by violence.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-214 with Parents of Murdered Children Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-214, Parents of Murdered Children Inc. (2 Pages)

MEMORANDUM OF UNDERSTANDING #14-214

Parents of Murdered Children (POMC) and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Parents of Murdered Children Inc. (POMC) and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. POMC will provide support and outreach to school sites in the area of gang prevention and intervention, specifically in the areas of teacher in-service opportunities and parent presentations on how to identify the signs of gang involvement in children. The local chapter of POMC will also offer resources to parents on support groups available in the community for families affected by violence.

TERM: The term of this MOU shall commence May 7, 2015 through May 6, 2016.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by Parents of Murdered Children Inc. for this program.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide space to accommodate the Parents of Murdered Children Inc. members meetings at school sites when available.
 - 3. Administration and staff will coordinate presentations for staff and parents as they are needed.

- B. Parents of Murdered Children Inc. agrees to the following:
 - 1. Provide representation at meetings convened by the Oxnard School District to review the program.
 - 2. Communicate with administration at school sites regarding dates of presentations.
 - 3. Parents of Murdered Children Inc. will provide documentation of liability insurance with Oxnard School District listed as additional insured.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

PARENTS OF MURDERED CHILDREN:

OXNARD SCHOOL DISTRICT:

Signature

Julia Campos, Board Member
Typed Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Date

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-215 – The Bodine Group (Vaca)

Ms. Bodine will provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

Term of Agreement: 5/7/15 – 5/6/16

FISCAL IMPACT:

Not to exceed \$25,000.00 **plus** reimbursement of actual expenses – Certificated Personnel Negotiations Funds.

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #14-215 with The Bodine Group, in the amount not to exceed \$25,000.00, **plus** reimbursement of actual expenses.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-215, The Bodine Group (13 Pages)
Proposals (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-215

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of May, 2015 by and between the Oxnard School District (“District”) and The Bodine Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from May 7, 2015 through May 6, 2016 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), **plus** reimbursement for actual expenses, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Jesus Vaca
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: Joanne Bodine/The Bodine Group
15320 Wolf Ridge Court
Grass Valley, CA 95949
Phone: (916) 801.0471
Fax: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** JESUS VACA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

THE BODINE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-215

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-215

SERVICES

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

Provide facilitation services for collective bargaining for OSSA and CSEA using the Interest-Based Problem Solving approach, and Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-215

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-215

COMPENSATION

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

Total compensation Not to Exceed \$25,000.00, **plus** reimbursement for actual expenses.

II. Consultant may not utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$25,000.00, plus reimbursement for actual expenses, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-215

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-215

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #14-215

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation Coverages.~~

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #14-215

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-215

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **THE BODINE GROUP**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

PROPOSAL

March 13, 2015

SERVICES: Third party neutral facilitation of collective bargaining negotiation sessions between the Oxnard Elementary School District and OSSA and CSEA collective bargaining teams to assist with renewal of their individual collective bargaining agreements using the IBB process.

FEES¹: \$1,100 per day

FEDERAL ID: #: 47-0954484

EXPENSE LEVELS:

Mileage:	\$.555/mile
Lodging	Actual Cost ²
Meals	Actual Cost ³
Car Rental	Actual Cost ⁴
Air Travel	Actual

¹ Preparation time included

² Receipts accompany invoices

³ Receipts accompany invoices

⁴ Receipts accompany invoices

PROPOSAL FOR SERVICES

Oxnard School District

TWO-DAY BASIC INTEREST-BASED TRAINING

Services:

Two day training in an interest-focused process used to solve problems collaboratively in group or individual settings, including collective bargaining negotiations.

Training Outcomes:

- Development of interest-focused problem solving and negotiation skills by collective bargaining negotiation team
- Improvement of Management and Employee teamwork and collaborative behavior
- Beginnings of a relationships based on trust and mutual respect
- Creation of a common set of behavioral norms
- Improvement in the overall effectiveness of a working relationship
- Development of a process for resolving conflict

Attendees:

All trainings are custom designed according to the needs of the District and outcome expectations. The attendees are chosen by the District according to their intended use of the skills derived from the training.

Trainers:

The number of Trainers required for any given training is based on the number of people attending the training and the agreement of the District. Trainers available include Joanne Bodine, Neil Bodine and/or Bridget Bodine from the Bodine Group.

Cost:

Flat rate of \$1,250.00 00 per training day for each Trainer assigned and agreed upon by the District, plus necessary travel and lodging expenses invoiced at cost.

There is an additional charge of \$25 per participant for training workbook and materials.

Site:

Arrangements for training space and cost for same will be assumed by the District. The space chosen must meet minimum training requirements.

Possible dates:

To be negotiated.

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #14-216 – Ventura County Arts Council (Carroll/Duran)

Ventura County Arts Council (VCAC) will provide four (4) K-5 classrooms with art instruction for 1 hour per week of art for a total of 4 weeks. The Artist in the Classroom program brings professional artists to the classroom for hands-on, highly interactive learning sessions. All of the different programs are aligned with California Visual & Performing Arts Standards for Kindergarten through eighth grades. The VCAC supports & strengthens the arts through Ventura County by fostering a healthy environment in which the arts and culture can thrive and be accessible to all. The artists use their expertise, creativity, and passion to provide distinctive learning experiences for all students.

FISCAL IMPACT:

Not to exceed \$1,200.00 – Donation

RECOMMENDATION:

It is the recommendation of the Principal, McAuliffe, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-216 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-216, Ventura County Arts Council (1 Page)



Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 (805) 658-2281

info@venturacountyartscouncil.org www.venturacountyartscouncil.org

MEMORANDUM OF UNDERSTANDING #14-216 BETWEEN
VENTURA COUNTY ARTS COUNCIL
AND
OXNARD SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the VENTURA COUNTY ARTS COUNCIL (VCAC) and OXNARD SCHOOL DISTRICT (OSD) to facilitate the Artists in the Classrooms Program in Oxnard elementary and middle schools. The MOU sets forth the respective roles and responsibilities each bring to the program.

VCAC will:

- 1. Be the fiscal receiver of fees from the OSD for Artist in the Classroom residencies for 4 week sessions in 4 classrooms at \$300 each, not to exceed \$1,200.00 - (4 x \$300.00 = \$1,200.00).
2. Disperse fees received by VCAC from OSD designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a VCAC Invoice signed off by the OSD classroom teacher who requested the residency.
3. Name OSD additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2015

OSD will:

- 1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. OSD Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to VCAC to be paid from the fees received by VCAC from OSD
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming OSD as additional insured.
4. Name VCAC additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2015

This MOU is for Artists in the Classroom Residencies from May 7, 2015 to June 30, 2015, and may be extended by mutual agreement of both parties to the MOU.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Representative of Oxnard School District

Date

Margaret Travers, Executive Director, VCAC

Date

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-217 – Gaspar Rivera-Salgado (Vaca/Arellano)

Gaspar Rivera-Salgado, PHD, will provide one (1) 4-hour Cultural Sensitivity Workshop to Oxnard School District staff on May 16, 2015. The presentation will provide general knowledge about the way of life, traditions, and needs of Indigenous Populations.

FISCAL IMPACT:

Not to exceed \$1,500.00 – Unrestricted General Fund

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Executive Director, English Learner Services, that the Board of Trustees approve Agreement #14-217 with Gaspar Rivera-Salgado, in the amount not to exceed \$1,500.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-217, Gaspar Rivera-Salgado, PHD (13 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-217

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of May, 2015 by and between the Oxnard School District (“District”) and Gaspar Rivera-Salgado, PHD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from May 7, 2015 through May 31, 2015 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Thousand Five Hundred Dollars (\$1,500.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jesus Vaca/Dr. Jairo Arellano
Phone: (805) 385.1501 x2051/x2351
Fax: (805) 486.3408/486-7358

To Consultant: Gaspar Rivera-Salgado, PHD
10945 LeConte Avenue, Suite 1103
Los Angeles, CA 90095
Phone: (310) 206.3910
Fax: (310) 794.6410

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **DR. JESUS VACA/DR. JAIRO ARELLANO** shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

GASPAR RIVERA-SALGADO, PHD:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-217

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-217

SERVICES

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

Provide one (1) 4-hour Cultural Sensitivity Workshop – May 16, 2015

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

Printed handouts for all participants.

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-217

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-217

COMPENSATION

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

Total compensation Not to Exceed \$1,500.00

II. Consultant may not utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$1,500.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-217

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-217

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #14-217

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation~~ Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #14-217

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-217

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **GASPAR RIVERA-SALGADO, PHD**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 5/6/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	1 st Reading _____ 2 nd Reading _____

Ratification of Amendment #4 to Agreement #14-48 - Assistance League, Non-Public School, NPS (Carroll/Phipps)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #2 in the amount of \$11,760.00 to cover an increase in services bringing the total agreement amount to \$82,320.00. The increase was due to the placement of two (2) more preschool students at a cost of \$735 per month from December 2014 through July 2015; including Extended School Year.

At the Board meeting of April 15, 2015, the Board of Trustees ratified Amendment #3 in the amount of \$15,435.00 to cover an increase in services bringing the total agreement amount to \$97,755.00. The increase was due to the placement of four (4) more preschool students at a cost of \$735 each per month through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$2,940.00 for a total cost of \$100,695.00 for 2014-2015. The increase is due to the placement of one (1) more preschool student at a cost of \$735 per month through July 2015; including Extended School Year.

Student: JP121111

FISCAL IMPACT:

Tuition Pre-K Grade: \$735 monthly rate x 4 months = \$ 2,940.00
(including Extended School Year)

Grand Total: **\$2,940.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #4 to Agreement #14-48 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #4, Assistance League (1 Page)
Amendment #3, Assistance League (1 Page)
Amendment #2, Assistance League (1 Page)
Amendment #1, Assistance League (1 Page)
Agreement #14-48, Assistance League (4 pages)

**AMENDMENT #4 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
May 6, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #2 in the amount of \$11,760.00 to cover an increase in services bringing the total agreement amount to \$82,320.00. The increase was due to the placement of two (2) more preschool students at a cost of \$735 per month from December 2014 through July 2015; including Extended School Year.

At the Board meeting of April 15, 2015, the Board of Trustees ratified Amendment #3 in the amount of \$15,435.00 to cover an increase in services bringing the total agreement amount to \$97,755.00. The increase was due to the placement of four (4) more preschool students at a cost of \$735 each per month through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$2,940.00 for a total cost of \$100,695.00 for 2014-2015. The increase is due to the placement of one (1) more preschool student at a cost of \$735 per month through July 2015; including Extended School Year.

Student: JP121111

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**AMENDMENT #3 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
April 15, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #2 in the amount of \$11,760.00 to cover an increase in services bringing the total agreement amount to \$82,320.00. The increase was due to the placement of two (2) more preschool students at a cost of \$735 per month from December 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$15,435.00 for a total cost of \$97,755.00 for 2014-2015. The increase is due to the placement of four (4) more preschool students at a cost of \$735 each per month through July 2015; including Extended School Year.

Students: KB021510
 SP022712
 NL071811
 GH052311

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
 Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
 Lisa A. Franz, Director, Purchasing

Date: _____

**AMENDMENT #2 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
February 18, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$11,760.00 for a total cost of \$82,320.00 for 2014-2015. The increase is due to the placement of two (2) more preschool students at a cost of \$735 each per month from December 2014 through July 2015; including Extended School Year.

Students: MM110311
KM110311

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**AMENDMENT #1 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
October 15, 2014**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-48, by \$8,820.00 for a total agreement amount of \$70,560.00 for 2014-2015. The increase is due to the placement recommendation of one (1) more Preschool student at a cost of \$735 per month, August 2014 through July 2015, including Extended School Year.

Student: MC010711

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

Victoria Elliott, Director

Date

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-48

THIS AGREEMENT, made and entered into this 20th day of August 20, 2014 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (7)

RA062911	NH010910
TA120909	AV040310
IC030810	SW061110
AG100710	

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2014-2015** school year at a cost of \$735 per month for 12 months for each Preschool student (7 students), beginning August 2014, including Extended School Year (ESY) through July 2015; amount not to exceed **\$61,740**.



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

Page 2

AGREEMENT #14-48

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required

reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed approximately \$61,740 for students listed on cover page one of this Agreement #14-48.



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

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AGREEMENT #14-48

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or

contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or

occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or



OXNARD SCHOOL DISTRICT

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Page 4
AGREEMENT #14-48

change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

8-28-14
Date

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

8/20/14
Date

Victoria Elliott
Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 5/6/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____

2nd Reading _____

Ratification of Amendment #7 to Agreement #14-50 - Ventura County Office of Education, Paraeducator Services - SCP (Carroll/Phipps)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-50 with Ventura County Office of Education (VCOE), for exceptional services to special education students that consists of support from Special Circumstances Paraeducators (SCPs) for the 2014-2015 school year, including Extended School Year, in the amount not to exceed \$380,894.23.

At the Board meeting of October 1, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$12,255.99 to cover an increase in services bringing the total contract amount to \$393,150.22 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of December 10, 2014, the Board of Trustees ratified Amendment #2 in the amount of \$6,142.50 to cover an increase in services bringing the total contract amount to \$399,292.72 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #3 in the amount of \$32,960.95 to cover an increase in services bringing the total contract amount to \$432,253.67 for 2014-2015. The increase was due to the placement of two (2) more students with Paraeducator service agreements for 2014-2015.

At the Board meeting of March 4, 2015, the Board of Trustees ratified Amendment #4 in the amount of \$18,780.28 to cover a decrease in services bringing the total contract amount to \$413,473.39 for 2014-2015. The decrease was due to yearly IEP meetings held to review three (3) students with current Paraeducator service agreements for 2014-2015.

At the Board meeting of March 18, 2015, the Board of Trustees ratified Amendment #5 in the amount of \$39,394.39 to cover an increase in services bringing the total contract amount to \$452,867.78 for 2014-2015. The increase was due to the placement of three (3) more students with Paraeducator service agreements for 2014-2015.

At the Board meeting of April 15, 2015, the Board of Trustees ratified Amendment #6 in the amount of \$5,986.77 to cover an increase in services bringing the total contract amount to \$508,854.55 for 2014-2015. The increase was due to annual IEP meetings held to review two (2) students current Paraeducator agreements for 2014-2015.

The actual cost for services has now changed and it is necessary to increase the amount of Agreement #14-50 by \$2,500.00 for a total agreement amount of \$511,354.55 for 2014-2015. The increase is due to an annual IEP meeting held to review the one (1) student's current Paraeducator service agreement for 2014-2015.

Students: AR111501 \$2,500.00

FISCAL IMPACT:

\$2,500.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #7 to Agreement #14-50 with the Ventura County Office of Education for Paraeducator Services (SCP's), in the amount of \$2,500.00.

ADDITIONAL MATERIAL(S):

Attached: Amendment #7, Ventura County Office of Education (1 Page)
Amendment #6, Ventura County Office of Education (2 Pages)
Amendment #5, Ventura County Office of Education (3 Pages)
Amendment #4, Ventura County Office of Education (3 Pages)
Amendment #3, Ventura County Office of Education (2 Pages)
Amendment #2, Ventura County Office of Education (1 Page)
Amendment #1, Ventura County Office of Education (1 Page)
Agreement #14-50, Ventura County Office of Education (12 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective February 19, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

AR111501

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Phoenix School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services; 1655 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/20/15 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> <u>(2/19/15-6/30/15)</u>	UPCOMING: <u>2015-2016</u> <u>()</u>
(including ESY, if applicable)	\$ <u>2,500.00</u>	+
		\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 2,500.00 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 27, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NC092306, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5. hours daily and bus aide 2 hours daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/27/2015 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2014-2015</u> (<u>1/27/15-6/30/15</u>)	UPCOMING: <u>2015-2016</u> ()
	\$ <u>24,715.67</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 24,715.67 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 8, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard [REDACTED] School District, hereinafter referred to as DISTRICT.
JA031802

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/8/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> <u>(10/8/14-6/30/15)</u>	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ <u>31,271.10</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 31,271.10 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 2, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

AR111501

- 1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, [REDACTED] School a special education program operated by SUPERINTENDENT.
Phoenix
- 2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 1655 minutes per month.

- 4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 6. The term of this contract shall begin 12/2/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2014-2015</u> (12/2/4-2/19/15)		UPCOMING: <u>2015-2016</u> ()
	\$ <u>8,165.42</u>	+	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 8,165.42

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 12, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JB031702

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/12/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2014-2015</u> (11/12/14-6/30/15)	UPCOMING: <u>2015-2016</u>
	\$ <u>28,578.97</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 28,578.97 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

FOR PARAEDUCATOR PERFORMING SPECIAL CIRCUMSTANCES SERVICES

This Agreement, effective 1/29/15 is made by and between the Ventura County Superintendent of Schools Office, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JL080602

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of district and currently attends, Foster School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by district or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstance services, bus aide 1 hour per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/29/15 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (<u>1/29/15-6/30/15</u>)	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ <u>2,650.00</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 2,650.00 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

ML062907

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/13/14 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (11/13/14-6/30/15)	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ <u>27,362.23</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 1/14/15

Estimated Cost \$ 27,362.23 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

LC051401

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/13/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (25,792.15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 11/13/15

Estimated Cost \$ 25,792.15 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 10, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

EV031402

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/10/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (12/10/14-6/30/15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ <u>22,753.50</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 1/23/15

Estimated Cost \$ 22,753.50 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 16, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MP121108

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, for 60 days.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/16/14 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> ()	+	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ _____	+	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 7,168.82

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective August 27, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

AD091102

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/27/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: <i>(including ESY, if applicable)</i>	CURRENT: <u>2014-2015</u> <u>(8/27/14-3/18/15)</u>	UPCOMING: <u>2015-2016</u> <u>()</u>
	\$ <u>25,792.13</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 25,792.13

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 8/27/14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT, JS010805

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/18/14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> ()	UPCOMING: <u>2014-2015</u> (8/18/14-5/15/15)
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Oxnard SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: [Signature]
Business Services Authorized Representative

Date: 9/15/14

Estimated Cost \$ 6,142.50

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective August 27, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JA031802

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5 hrs. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/27/14 (IEP date-11/15/2013), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	(8/27/14-10/30/14)
(including ESY, if applicable)	\$ _____	\$ <u>12,255.99</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 7/17/14

Estimated Cost \$ 12,255.99



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 12/18/2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EV, DOB: 03/14/2002 a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP) 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/18/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 10/23/13 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NF . DOB: 7/6/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 390 mins/day throughout school day and bus aide, to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> ()	UPCOMING: <u>2014-2015</u> ()
(including ESY, if applicable)	\$ <u>34,959.69</u>	+ \$ <u>3,884.41</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$38,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 1-14-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for BL, DOB: 9-15-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP paraeducator.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 1-14-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT 2013-2014	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 37,922.53



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective October 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EC - DOB: 9/29/2002, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> () \$ <u>29,272.68</u>	+	UPCOMING: <u>2014-2015</u> () \$ <u>6,571.42</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title:

Approved By: _____
Business Services Authorized Representative

Date:

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 5-8-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for MB DOB: 2-15-04 a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP and bus aide.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 5-8-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR: CURRENT: <u>2013-2014</u> UPCOMING: <u>2014-2015</u> (including ESY, if applicable) \$ _____ + \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$37,922 plus \$6128 (bus aide)**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR, a Special Education pupil who is a resident of Oxnard Elementary School DISTRICT and currently attends Phoenix school, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 6 hrs daily, during school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin April 4, 2014 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNRD ~~UNION HIGH~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title:

Approved By: _____
Business Services Authorized Representative

Date:

Date: _____

Estimated Cost \$ 35,000.00 _____



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective February 7, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, LC - DOB: 5/14/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs per day throughout school day, and bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/04/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> (1/13/14-6/30/14)	UPCOMING: <u>2014-2015</u> (8/21/14-12/4/14)
(including ESY, if applicable)	\$ <u>21,506.46</u>	\$ <u>14,337.64</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective April 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JP DOB: 3/9/2004, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/23/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,818.00/year for bus aide



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective November 7, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for AL 6/2/2009, a Special Education pupil who is a resident of DISTRICT and currently attends, Dos Caminos preschool a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 165 mins daily, throughout the school day.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 11/7/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> (\$14,400.00)	+	UPCOMING: <u>2014-2015</u> (\$3,600.00)
\$ _____			\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
 Special Education Authorized Representative

Title: _____

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost **\$ 18,000.00**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 4-30-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for KS DOB: 12-9-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP Paraeducator services throughout school day.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 4-30-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>6,576.30</u>	+ \$ <u>26,305.16</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$32,881.46**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective March 20, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML .. DOB: 6/29/2007, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/20/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> ()	\$ _____	+	UPCOMING: <u>2014-2015</u> ()	\$ _____
--	----------------------------------	----------	---	-----------------------------------	----------

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,000.00

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 02/27/2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KB Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 02/27/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>14,738.38</u>	\$ <u>22,107.54</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 36,845.92

Please submit **two** original copies Oxnard School District-Purchasing Department

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 6, 2015**

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

2014-2015 3rd Quarter Ventura County Office of Education (VCOE) Williams Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits on a quarterly basis to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 3rd quarter of fiscal year 2014-2015.

FISCAL IMPACT

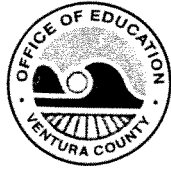
None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2014-2015 3rd Quarter VCOE Williams Activity Report, as presented.

ADDITIONAL MATERIAL

Attached: Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE (2 pages)



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

Date: April 15, 2015

To: District Superintendents

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services *PRD*

Subject: 2014-15 3rd QUARTER WILLIAMS COE ACTIVITY REPORT

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

The attached report reflects our Williams related visits and activities completed during the 3rd quarter of fiscal year 2014-15. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are reviewing the annual audits for fiscal year 2013-14 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2015.

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

cc: Stanley C. Mantooth, County Superintendent
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 3rd Quarter
Fiscal Year 2014-15

California Education Code Section 1240 requires that the County Superintendent annually visit the 57 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index, including Quality Education Investment Act (QEIA) schools subject to "Williams" inspections. The purpose of the visit is to insure that all students have access to sufficient textbooks and/or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2014-15 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1st Quarter Williams Activity Report published in October 2014. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions do not pose an emergency or urgent threat to the health or safety of pupils or staff.

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

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

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

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

The results of these reviews will be published in our annual Williams report in November of 2015.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 6, 2015**

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

LIABILITY CLAIM: VCBA06943A2 (Vaca/Magaña)

On January 20, 2015, the Oxnard School District received a Verified Claim Form from the Claimant. The Claimant states that the District is at fault for damage that occurred to a vehicle on August 21, 2014, due to an accident involving the Claimant's vehicle and a District vehicle that was driven by an Oxnard School District employee.

The Claimant states that the District employee's vehicle collided into the left side of claimant's vehicle causing damage to a fender, hood, and door. The Claimant presented the District with an estimate of charges in the amount of \$2,518.39 for repairs.

The District's liability insurance carrier, York Insurance Services Group, Inc., obtained a Traffic Collision Report for this incident, which states that the Claimant was at-fault, due to making an unsafe left turn.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06943A2.

ADDITIONAL MATERIAL

None.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **May 6, 2015**

Closed Session: _____

- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Educators Association's (OEA) and the Oxnard School District's (District) Initial Proposals for 2015-2016 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the May 20, 2015 Board meeting.

Pursuant to the provisions of Government Code Section 3547, OEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees schedule May 20, 2015 for the Public Hearing for OEA's and the District's initial proposals.

ADDITIONAL MATERIAL(S):

Letter to Board of Trustees President dated 4/15/15

Letter to OEA President dated 4/15/15

District's Initial Bargaining Proposals to OEA for 2015-16

Letter dated 4/15/15 from OEA Bargaining Chair to District, including OEA 2015-16 Proposals



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director
Classified Human Resources

April 15, 2015

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

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

Dear President Veronica Robles-Solis,

In accordance with Article 28, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Lisa Cline, Assistant Superintendent, Business Services
Maria Elena Plaza, Director, Certificated HR & Public Relations
Kelly Castillo, Principal, Elementary School Representative
Greg Brisbine, Principal, Middle School Representative

The District is requesting to negotiate Article 9 (Evaluation), Article 11 (Working Hours), Article 28 (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2014 or March 15 of any successive year, and no later than April 15, 2014 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure

Cc: Lisa Cline, Chief Business Officer
Maria Elena Plaza, Director, Certificated HR & Public Relations
Kelly Castillo, Principal, Curren
Greg Brisbine, Principal, Fremont



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director
Classified Human Resources

April 15, 2015

Robin Lefkovits
Oxnard Educators Association, President
2775 North Ventura Road, # 108
Oxnard, California 93036

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

Dear Ms. Lefkovits,

In accordance with Article 28, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Lisa Cline, Assistant Superintendent, Business Services
Maria Elena Plaza, Director,
Certificated HR & Public Relations
Kelly Castillo, Principal, Intermediate School Representative
Greg Brisbane, Principal, Intermediate School Representative

The District is requesting to negotiate Article 9 (Evaluation), Article 11 (Working Hours), Article 28 (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2014 or March 15 of any successive year, and no later than April 15, 2014 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure

Cc: Dr. Cesar Morales, Superintendent
Oxnard School District Board of Trustees
Mary Jordan, CTA Representative

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE
OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION
FOR A TERM COMMENCING IN THE
2015-2016 SCHOOL YEAR

April 15, 2015

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the “District”) and the Oxnard Educators Association (the “Association”) the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2015 as follows:

ARTICLE IX: EVALUATION

The District seeks to enter into discussions regarding the evaluation process for teachers.

ARTICLE XI: WORKING HOURS

The District seeks to enter into discussion related to working hours.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining agreement.

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

April 15, 2015

Dr. Cesar Morales, Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2015 - 2016 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Suzanne Dempsey, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,
Human Resources and Support Services
Mary Jordan, CTA Uniserv Staff
Robin Lefkovits, OEA President

OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2015-2016

April 15, 2015

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

- 1. Article VI: Leaves**
- 2. Article IX: Evaluation**
- 3. Article X: Peer Assistance and Review**
- 4. Article XIX: Salaries**
- 5. Article XXVIII: Term of Agreement**
- 6. Article XXXI: Specialized Job Classification**
- 7. New Article: Special Education**
- 8. New Article: Curriculum**

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Cesar Morales**

Date of Meeting: 5/6/15

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval for OSD Migrant Debate team students to attend the California Migrant Education Program Fifth Annual State Speech & Debate Tournament in Monterey, California (Morales/Arellano)

The OSD Migrant Debate team has the opportunity to attend the California Migrant Education Program Fifth Annual State Speech & Debate Tournament in Monterey California held on Friday May 15, 2015 through Sunday May 17, 2015. VCOE will organize, financially support and lead this three day fieldtrip to the Speech & Debate Tournament for the five students and one teacher in our Migrant Debate Team.

The Speech & Debate Tournament offers migrant students an opportunity to compete academically in a safe and supportive environment. The tournament requires migrant students to sharpen their critical thinking, research and public speaking skills. In addition students must carefully organize information to develop compelling arguments and clearly express their thoughts and ideas grounding them in credible sources. Finally, the Speech and Debate Tournament fosters team work, self-confidence and teaches students to resolve conflicts using thoughtful and strategic language.

The Speech and Debate Tournament provides a meaningful context for migrant students to strengthen their English Language skills by applying and practicing key syntactic structures and academic vocabulary in all areas of EL development (speaking, listening, reading and writing), directly addressing the English Language Development and Language Arts Common Core State Standards.

FISCAL IMPACT: Cost of meals, travel and lodging will be covered by Ventura County of Education.

RECOMMENDATION:

It is the recommendation of the Executive Director of English Language Services that the Board of Trustees approve the overnight fieldtrip as outlined above.

ADDITIONAL MATERIAL(S):

Program and Lodging information

**CALIFORNIA MIGRANT EDUCATION PROGRAM
FIFTH ANNUAL STATE
SPEECH & DEBATE TOURNAMENT**

Lodging

Lodging assignments will be done separately for boys and girls, 4-6 to a suite, with the goal of keeping the students from each Region together taking into account availability of rooms. We will strive to make room assignments so that boys and girls are housed on different floors of the hotel. **Single occupancy will not be available for adults. Adults will be assigned to double occupancy rooms only.** *Bus Drivers that require a single room by contract will be housed at The Holiday Inn Express (adjacent to Embassy Suites).* We have secured the least expensive rates for food and accommodations possible.

Transportation

Each Region is responsible for the transportation of students to and from the Embassy Suites, 1441 Canyon Del Rey Blvd, Seaside, CA, (855) 901-0002. Region 16 will coordinate transportation to and from tournament site (Monterey High School) on Saturday, May 16, 2015.

Supervision

Students **MUST** be supervised at all times by their respective adult chaperones or coaches at both the hotel and tournament site. Regions are responsible for their own emergency medical forms. First aid kits will be available on site.

Dress Code

The Speech and Debate learning experience for students includes dressing appropriately for the event. While some attire may be appropriate for a student social event, the same attire is not appropriate for formal presentations. Inappropriate attire distracts from the speaker's or debater's message. Professional attire is required and students will lose points if not appropriately dressed. Debate teams are encouraged to coordinate their attire. Please review the differences between "*professional*" versus "*social*" attire with all student participants. All attendees including coaches, judges, facilitators, staff and volunteers are expected to model professional attire.

Expectations for Coaches/Chaperones during competition rounds

Coaches are expected to be in the debate rooms when their students compete. Other adults in the room will be judges, facilitators, timekeepers, and possibly State Speech and Debate Committee members observing the proceedings. No parents should be invited to this competition other than Region 16 volunteers. During breaks, coaches should meet with their students and provide feedback and strategic advice. Coaches will be required to adhere to the *Code of Ethics (Addendum B)* to be signed at registration. A violation of the *Code of Ethics* (e.g. coaches observed guiding or signaling students or arguing with the judges, timekeepers or facilitators during or after a round) will be asked to leave the competition room. Egregious actions on the part of coaches or competitors (e.g. cheating, outbursts, intimidation) may result in expulsion from the competition room **and** the deduction of penalty points from the team's or individual speech competitor's score. Discretion will be left to the individual judge in such cases.

**CALIFORNIA MIGRANT EDUCATION PROGRAM
FIFTH ANNUAL STATE
SPEECH & DEBATE TOURNAMENT**

PROGRAM

**Friday, May 15, 2015
Embassy Suites
1441 Canyon Del Rey Blvd, Seaside, CA (855) 901-0002**

Hotel Arrival and Registration..... 3:00 p.m. – 5:30 p.m.
Dinner in the Laguna Grande Ballroom 6:00 p.m.
Keynote Address 7:00 p.m.
Orientation 7:45 p.m.
Adjournment..... 8:30 p.m.
Regional Cluster Meetings (if needed at designated rooms) 8:30-10:00 p.m.

**Saturday, May 16, 2015
Monterey High School
101 Herrmann Drive, Monterey, CA 93940**

Breakfast at Hotel 6:30 a.m.
Transportation to Monterey High School..... 8:00 a.m.
Morning Competition (3 rounds, 1 hour each)..... 9:00 a.m.
Lunch and Entertainment 12:30 p.m.
Afternoon Competition (3 rounds, 1 hour each)..... 1:45 p.m.
Transportation to Embassy Suites.....5:00 p.m.
Dinner in Laguna Grande Ballroom..... 6:00 p.m.
Awards Ceremony in Laguna Grande Ballroom..... 7:30 p.m.
Adjournment 9:00 p.m.
Swimming/Recreation Room Time at Hotel..... 9:00 p.m. -11:00 p.m.

(Due to the small size of the pool, Regions will be assigned specific swim times for Saturday evening)

**Sunday, May 17, 2015
Embassy Suites
1441 Canyon Del Rey Blvd, Seaside, CA (855) 901-0002**

Competition Scores Posted8:00 a.m.
Breakfast and Evaluation collection..... 8:30 a.m. – 9:30 a.m.
Hotel check-out and Departure..... 9:30 a.m. – 10:00 a.m.

Have a Safe Trip Home!

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 05-06-15

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

Setting of Date for Public Hearing on Trustee Area Map Scenarios for the Change to By-Trustee Area Elections (Dr. Morales)

It is appropriate that the Board of Trustees set the date of Wednesday, May 20, 2015 for a public hearing on “Trustee Area Map Scenarios” for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Elections.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Superintendent that the Board of Trustees set the date of Wednesday, May 20, 2015 for a Public Hearing on Trustee Area Map Scenarios, as outlined above.

ADDITIONAL MATERIAL(S)

Notice of Public Hearing (1 page)



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

PUBLIC NOTICE

Oxnard School District On Trustee Area Map Scenarios for the Change to By-Trustee Area Elections

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on Trustee Area Map Scenarios for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Elections. The public hearing will be conducted at a regular meeting of the Board of Trustees on May 20, 2015 at 7:30 pm in the Board Room of the Educational Service Center located at 1051 South A Street, Oxnard, CA 93030.

The maps are available on the District's website at www.oxnardsd.org – Trustee Area Map Information. The District's administrative office is located at 1051 South A Street, Oxnard, CA 93030.

*Information concerning this matter is available from the Office of the Superintendent
at (805) 385-1501, ext. 2034.*

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 05/06/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #14-41 TO CLOSE MEASURE L BOND CONSTRUCTION FUND (FUND 211) (Cline/Penanhoat)

The Measure L Bond Construction Fund (Fund 211) was established to account separately for Measure L expenditures, specifically for the purpose of managing Measure L Bond proceeds and expenditures on modernization. Those funds have been completely exhausted and the intended modernization projects have been completed.

The Board's approval of Resolution #14-41 is requested to close the Measure L Bond Construction Fund (Fund 211).

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #14-41 to close the Oxnard School District Measure L Bond Construction Fund (Fund 211).

ADDITIONAL MATERIAL

Attached: Resolution #14-41 (2 pages)

RESOLUTION #14-41

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT TO CLOSE MEASURE L BOND CONSTRUCTION
FUND (FUND 211)**

WHEREAS, the Oxnard School District Measure L Bond Construction Fund (Fund 211) was established for the purpose of managing Measure L Bond proceeds and expenditures; and

WHEREAS, those funds have been completely exhausted and the intended modernization projects have been completed; and

WHEREAS, it is therefore appropriate to close the Measure L Bond Construction Fund (Fund 211);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to close the Oxnard School District Measure L Bond Construction Fund (Fund 211).

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 6th day of May, 2015.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Albert Duff, Sr., Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #14-41 adopted at a regular meeting place thereof on the 6th day of May, 2015, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 6, 2015

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 05/06/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #14-42 TO CLOSE MEASURE M BOND CONSTRUCTION FUND (FUND 212) (Cline/Penanhoat)

The Measure M Bond Construction Fund (Fund 212) was established to account separately for Measure M expenditures, specifically for the purpose of managing Measure M Bond proceeds and expenditures on modernization. Those funds have been completely exhausted and the intended modernization projects have been completed.

The Board's approval of Resolution #14-42 is requested to close the Measure M Bond Construction Fund (Fund 212).

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #14-42 to close the Oxnard School District Measure M Bond Construction Fund (Fund 212).

ADDITIONAL MATERIAL

Attached: Resolution #14-42 (2 pages)

RESOLUTION #14-42

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD
SCHOOL DISTRICT TO CLOSE MEASURE M BOND CONSTRUCTION
FUND (FUND 212)**

WHEREAS, the Oxnard School District Measure M Bond Construction Fund (Fund 212) was established for the purpose of managing Measure M Bond proceeds and expenditures; and

WHEREAS, those funds have been completely exhausted and the intended modernization projects have been completed; and

WHEREAS, it is therefore appropriate to close the Measure M Bond Construction Fund (Fund 212);

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to close the Oxnard School District Measure M Bond Construction Fund (Fund 212).

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 6th day of May, 2015.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Albert Duff, Sr., Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #14-42 adopted at a regular meeting place thereof on the 6th day of May, 2015, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 6, 2015

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 05/06/05

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	<u> X </u>
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio School District, attended the CSBA Annual Conference in San Diego December 12-16, 2014.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on those dates, and Rio School District has requested reimbursement for the substitute costs of \$407.88.

Education Code Section 44987.3 (d) stipulates “*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

FISCAL IMPACT

Reimbursement is requested in the amount of \$407.88 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

ADDITIONAL MATERIAL

Attached: None.

EMPLOYMENT AGREEMENT
FOR ASSISTANT SUPERINTENDENT,
EDUCATION SERVICES/CHIEF ACADEMIC OFFICER
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 6th day of May 2015, by and between the Board of Trustees (“Board”) of, and on behalf of, the Oxnard School District (“District”), and Ms. Robin I. Freeman (“Assistant Superintendent”), and constitutes a bilateral and binding agreement between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. **TERM OF AGREEMENT:** The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District’s Assistant Superintendent/Chief Academic Officer for a term commencing July 1, 2015 and ending June 30, 2018, subject to the terms and conditions set forth herein.

2. **DUTIES AND RESPONSIBILITIES**
 - 2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent/Chief Academic Officer as imposed by the laws of the state of California and as further described in the District’s job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.

 - 2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

 - 2.3 The Assistant Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

 - 2.4 The Assistant Superintendent shall have a work year consisting of 246 work days inclusive of 25 vacation days plus 15 legal and school holidays.

- 2.5 The Assistant Superintendent shall also perform such other duties that are consistent with her qualifications as may be assigned to her from time to time by the District Superintendent.
3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent's performance of her duties under this Agreement.
4. **SALARY:**
 - 4.1 The salary of the Assistant Superintendent shall be one hundred sixty-seven thousand one hundred sixty-two dollars and no cents (\$167,132) per year for the term of this Agreement, payable on the last working day of each calendar month at a rate not to exceed \$13,927.67 per calendar month, commencing July 1, 2015.
 - 4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by July 1st, of each year of this Agreement. The Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.
5. **HEALTH BENEFITS:**
 - 5.1 In addition to the compensation and benefits described in Articles 4 and 7, the Assistant Superintendent shall be provided with group health and welfare benefits currently available to certificated management. Group health and welfare benefit may be amended, changed, or modified by approval or resolution of the Board.

6. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be paid for all unused and accrued sick leave at the current per diem rate.
7. **VACATION:**
 - 7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid by June 30th of each year of this Agreement.
 - 7.2 In addition, the Assistant Superintendent is entitled to the same holidays granted management employees.
 - 7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.
8. **EXPENSES:** In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.
9. **TRANSPORTATION:** The Assistant Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

10. PROFESSIONAL GROWTH

- 10.1 The District encourages the Assistant Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the Superintendent her appraisal of the meetings. All out-of-state travel must be approved by the Board of Trustees.
- 10.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
- 10.3 The Assistant Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.
- 10.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.
- 10.5 The District shall pay the Assistant Superintendent's annual dues to two (2) professional organization of the Assistant Superintendent's choice.

11. PROFESSIONAL LIABILITY

- 11.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.
- 11.2 The provisions of Article 11 shall not apply to any action brought against the Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any

willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. **GOALS AND OBJECTIVES:** Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 13 below.

13. **REPORTING AND EVALUATION**

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such

14. **REPRESENTATION AND WARRANTIES**

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

14.2 The Assistant Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.

14.3 The Assistant Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against herself and/or the District to any persons or entity not a party to this Agreement.

15. **TERMINATION OF EMPLOYMENT**

15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

15.2 Termination for Cause

- 15.2.1.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:
- 15.2.1.2 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.
- 15.2.1.3 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
- 15.2.1.4 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.
- 15.2.1.5 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible “for cause” termination under federal or California law.
- 15.2.1.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent’s right to challenge said decision in Superior Court pursuant to a breach of contract theory.

15.3 Termination At Will

- 15.3.1.1 The District reserves the right to terminate this Agreement “at will,” without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination

shall be in writing and shall specify the effective date of the termination.

- 15.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.
- 15.3.3 The Assistant Superintendent agrees that the liquidated damages described in Article 15.3.2 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.
- 15.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.2, the Assistant Superintendent shall:
- 15.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.
 - 15.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.
 - 15.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if

known by him must have materially affected her settlement with the debtor.”

15.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent, but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.

15.3.6 The District shall not be required to pay the liquidated damages described in Article 15.3.2 in the event that the Assistant Superintendent exercises her right to unilaterally terminate this Agreement.

15.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, he shall indicate to the Superintendent in writing, her intention to do so.

16. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Assistant Superintendent with notification of its intent not to renew the Agreement in writing and delivered not later than sixty (60) days prior to the termination date of this Agreement including any and all amendments.

This agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Assistant Superintendent at least sixty (60) days prior to its expiration.

17. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.

18. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.

19. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.

- 20. VENUE. If a dispute is arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
- 21. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.
- 22. COUNTERPARTS. The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of Educational Services/Chief Academic Officer of the Oxnard School District.

Date of Acceptance: _____, 2015

ROBIN I. FREEMAN

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: May 6, 2015

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OEA (Cline)

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board’s information. On April 15, 2015, the Ventura County Office of Education provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT

\$1,931,997.00 for the 2014-15 fiscal year and \$2,779,617.00 for the 2015-16 fiscal year, to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OEA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Educators Association

The proposed agreement covers the period: Employee Type:
 Beginning: 7/1/2014 Certificated: X
 Ending: 6/30/2016 Classified: _____

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 6, 2015

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1.	Salary Schedule - Increase/(Decrease)	\$ 36,179,672	\$ 1,085,390 3.00%	\$ 1,500,720 4.15%	\$ 0 0.00%
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ 0 0.00%
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 497,869 1.38%	\$ 0 0.00%	\$ 0 0.00%
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 7,819,568	\$ 348,738 4.46%	\$ 424,574 5.43%	\$ 0 0.00%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 11,549,072	\$ 0 0.00%	\$ 854,323 7.40%	\$ 0 0.00%
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 55,548,312	\$ 1,931,997 3.48%	\$ 2,779,617 5.00%	\$ 0 0.00%
7.	Total Number (FTE) of Represented Employees	# 774	# 774	# 774	# 774
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 71,768	\$ 2,496 3.48%	\$ 3,591 5.00%	\$ 0 0.00%
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 238	\$ 245 2.94%	\$ 254 6.72%	\$ 254 6.72%
	-Maximum Daily Rate	\$ 475	\$ 510 7.37%	\$ 528 11.16%	\$ 528 11.16%
	-Substitute Daily Rate	\$ 116	\$ 116 0.00%	\$ 116 0.00%	\$ 116 0.00%
9b.	- Annual Health/Welfare Benefit amount per FTE	\$ 10,000	\$ 0 -100.00%	\$ 10,105 1.05%	\$ 0 -100.00%
	<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

Class size in TK through 1 will be reduced to 24:1. An Elementary Support Teacher will be added at each site to support grades 2-5.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

Support lower class size and support other grade levels with a support teacher to help provide small group instruction. No program eliminations planned.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

if enrollment drastically reduces or grows will revisit the reduced class size language to space limitations.

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

none of the above. Funds are available to cover all costs without deficit spending.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

ending balaance allocated funds for increase, using onoging general fund dollars to cover costs.

2. How will the ongoing cost of the proposed agreement be funded in future years?

on going general fund revenues.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

general fund revenues. Increase in LCFF funds and enrolment growth.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 176,528,948
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$64,000 for a district with less than 1,001 ADA)	\$ 5,295,868

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 5,237,912
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 675,603
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted Unrestricted Reserves	\$ 5,913,515

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

4-7-15

 Date



 District Chief Business Official
 (Signature)

4-7-15

 Date

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 3-18-15)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	125,832,922			125,832,922
Remaining Revenues (8100-8799)	40,287,687			40,287,687
TOTAL REVENUES	166,120,609	0	0	166,120,609
EXPENDITURES				
1000 Certificated Salaries	73,997,830	1,583,259		75,581,089
2000 Classified Salaries	23,917,721			23,917,721
3000 Employees' Benefits	31,198,239	348,738		31,546,977
4000 Books and Supplies	18,595,444			18,595,444
5000 Services and Operating Expenses	21,951,004			21,951,004
6000 Capital Outlay	1,731,995			1,731,995
7100-7499 Other	2,163,942			2,163,942
TOTAL EXPENDITURES	173,556,175	1,931,997	0	175,488,172
OPERATING SURPLUS (DEFICIT)	(7,435,566)	(1,931,997)	0	(9,367,563)
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	1,040,776			1,040,776
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(8,476,342)	(1,931,997)	0	(10,408,339)
BEGINNING BALANCE	21,680,426			21,680,426
CURRENT YEAR ENDING BALANCE	13,204,084	(1,931,997)	0	11,272,087
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	1,017,289			1,017,289
Committed (9750 / 9760)	0			0
Assigned (9780)	6,758,883	(2,607,600)		4,151,283
Reserve for Economic Uncertainties (9789)	5,237,912			5,237,912
Unappropriated Amounts (9790)	0	675,603	0	675,603

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

The 2014-15 budget contains \$2.1 million in one time costs that were budgeted and expended for reconfiguration.

\$6.8 million of the deficit soendinf in from restricted fund carry-over. Taking this into account, the District has is not deficit spending, but has a balance at the end of this year of \$400,000.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 5/6/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

ENROLLMENT REPORT (Cline)

District enrollment for the month of March 2015 was 16,997. This is 127 more than this time last year.

FISCAL IMPACT

None.

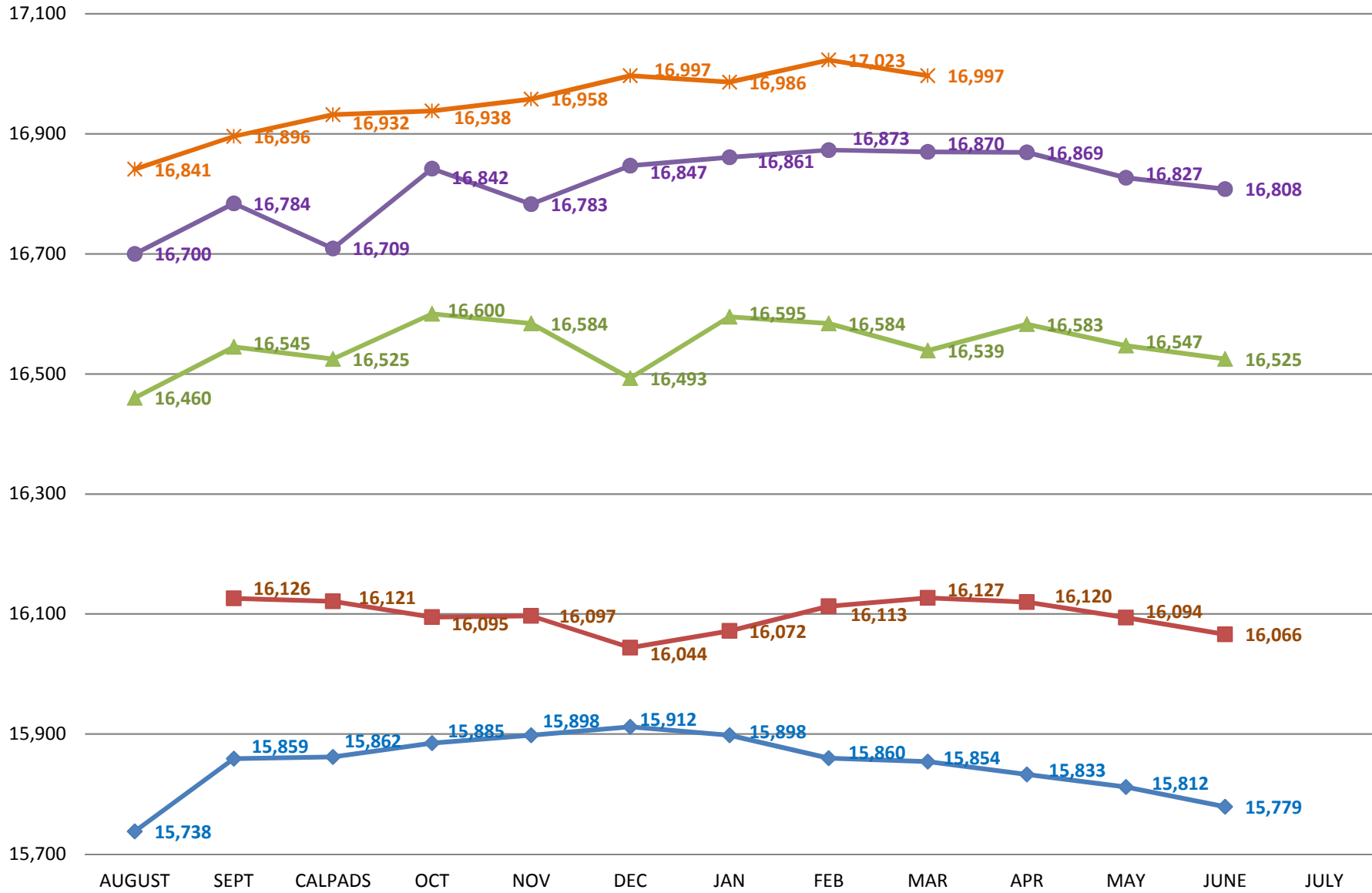
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals (1 page)

Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



◆ 2010-11 Actual
 ■ 2011-12 Actual
 ▲ 2012-13 Actual
 ● 2013-14 Actual
 ✱ 2014-15 Actual

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** May 6, 2015

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT X
- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

- Classified Personnel Actions
- Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Robin I. Freeman	Assistant Superintendent, Chief Academic Officer	July 1, 2015
Anthony Barnes	Substitute Teacher	2014/2015 School Year
Sabrina Jimenez	Substitute Teacher	2014/2015 School Year
Adam Lara	Substitute Teacher	2014/2015 School Year
Claudia Medrano	Substitute Teacher	2014/2015 School Year
Cindy Quirino	Substitute Teacher	2014/2015 School Year
Kevin Ryan	Substitute Teacher	2014/2015 School Year
Ryan Wells	Substitute Teacher	2014/2015 School Year

LEAVE OF ABSENCE

Catherine Goodwin	Teacher on Special Assignment, Elm	August 1, 2015 – July 1, 2016
Sezina Saballett	Teacher, 4 SEI/ELM, Marshall	April 27, 2015 - July 1, 2015

RETIREMENT

Ellen Bougher-Harvey	Elementary Support Teacher, Ritchen	June 19, 2015
Eleanor Crilly	Teacher, Kindergarten, McKinna	June 19, 2015
Richard Delacruz	Teacher, 2 TBE, Lemonwood	June 19, 2015
Richard Yonovitz	Teacher, Special Education M/S, Frank	July 1, 2015

CLASSIFIED PERSONNEL ACTIONS

New Hire

Casarez, Crystal	Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days	04/13/2015
Gatza, Jason	Site Technology Technician, Position #2511 Ramona 8.0 hrs./192 days	04/13/2015
Guiltinan, James	Site Technology Technician, Position #2950 Fremont 5.0 hrs./192 days	04/13/2015
Roman, Valerie	Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days	04/13/2015

Limited Term

Almanza, Agustin	Paraeducator	04/13/2015
Alvarado, Karen	Clerical	04/13/2015
Andaya, Samantha	Clerical	04/13/2015
Ayala, Johanna	Paraeducator	03/27/2015
Cuecuecha, Nancy	Clerical	04/13/2015
DelAguilá, Gloria	Child Nutrition Worker	04/13/2015
Espinosa, Elia	Clerical	04/13/2015
Giron, Karen	Paraeducator	04/13/2015
Gomez Jr. Abad	Custodian	03/11/2015
Hall, Brandon	Paraeducator	04/14/2015
Ivery, Larissa	Clerical	04/13/2015
Lopez, Erika	Paraeducator	04/13/2015
Lopez, Gina	Clerical	04/13/2015
Martinez, Melissa	Clerical	04/14/2015
Montes, Gladys	Paraeducator	04/13/2015
Rivera, Elise	Clerical	04/13/2015
Salinas Meza, Rocio	Clerical	04/13/2015
Sargent, Keneisha	Paraeducator	03/17/2015
Straus, Michael	Paraeducator	04/13/2015
Summerford, Mico	Child Nutrition Worker	04/13/2015
Tate, Shaun	Clerical	04/15/2015
Wileman, Brianna	Child Nutrition Worker	04/15/2015

Exempt

Abarca, Valeria	Campus Assistant	04/15/2015
Benesh, Nia	Campus Assistant	04/20/2015
Nunez, Natlie	Campus Assistant	4/20/2015

Promotion

Hurtado, Patricia	Credential Technician (B), Position #6777 Certificated HR 8.0 hrs./246 days	04/20/2015
Stankoski, Jodi	Accounting Specialist IV, Position #1210 Budget & Finance 8.0 hrs./246 days	04/20/2015
	Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days	
	Accounting Specialist III, Position #951 Budget & Finance 8.0 hrs./246 days	

Add Bilingual Stipend

Zambrano, Maribel	Human Resources Technician, Position #1993 Classified Human Resources 8.0 hrs./246 days	04/15/2015
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Transfer

Duenas, Rolando	Custodian, Position #2544 Driffill 8.0 hrs./246 days	04/06/2015
	Custodian, Position #6448 Driffill 4.0 hrs./246 days	
Estrada, Laura	Paraeducator II, Position #1874 Pupil Services 5.75 hrs./183 days	04/13/2015
	Paraeducator II, Position #2305 Pupil Services 5.5 hrs./183 days	

Unpaid Leave of Absence

Figueroa, Karina	Attendance Accounting Technician (B), Position #31 Ramona 8.0 hrs./190 days	04/23/2015-12/31/2015
Zinik, Alexandra	Paraeducator III, Position #5561 Pupil Services 5.75 hrs./183 days	05/11/2015-5/21/2015

Layoff

Bollington, Mary	Secretary, Position #5500 Ed. Services 8.0 hrs./205 days	04/06/2015
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Retirement

Brackrog, Bruce	Custodian, Position #573 Ramona 8.0 hrs./246 days	06/30/2000-07/01/2015
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Resignation

O'Brien, Gloria	NfL Family Liaison, Position #2433 Ed. Services 6.0 hrs./180 days	06/18/2015
Rangel, Yolanda	Outreach Specialist (B), Position #6077 McKinna 8.0 hrs./180 days	04/17/2015
Robite, Ma. Odezza	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	05/08/2015
	Office Assistant, Position #26 Fremont 2.0 hrs./192 days	

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: May 6, 2015

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: **Approval of the Oxnard School District and Oxnard Educators Association
2014-15 and 2015-16 Collective Bargaining Agreement (Vaca)**

DESCRIPTION OF AGENDA ITEM:

The Oxnard School District (District) and the Oxnard Educators Association (OEA) have reached a tentative agreement for the 2014-2015 and 2015-2016 school contract years. The negotiating teams met from September 2014 through March 2015. The following articles were revised:

- ARTICLE VI: LEAVES OF ABSENCE
- ARTICLE VII: TRANSFERS AND REASSIGNMENTS
- ARTICLE XI: WORKING HOURS (Grade Span Adjustment MOU)
- ARTICLE XII: CLASS SIZE (Grade Span Adjustment MOU)
- ARTICLE XIX: SALARIES
- ARTICLE XX: EMPLOYEE BENEFITS
- ARTICLE XXVIII: TERM OF AGREEMENT
- ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

Addendums:

- Memorandum of Understanding re: Grade Span Adjustment/ Extended Day Transitional Kindergarten/Kindergarten
- OEA Proposal to OSD re: Article XXVIII: Term of Agreement
- 2014-15 and 2015-2016 Salary Schedules (Credentialed Teachers)

FISCAL IMPACT:

2014-2015 \$1,931,997 from the general fund

2015-2016 \$2,779,617 from the general fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2014-2015 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association, as presented.

ADDITIONAL MATERIAL(S):

Revisions to the 2014-2015 and 2015-2016 Collective Bargaining Agreement between the District and OEA.

DISTRICT GOALS (S):

- 1 - Improve Communication with Community and Staff
- 6 - Develop the Annual Budget to Support the Educational Goals of the District

Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
Counter Proposal
March 26, 2015

The Oxnard School District and the Oxnard Educators Association agree to the following alternative class size language for the implementation of Grade Span Adjustment:

For the 2015-2016 School Year:

For the 2015-16 school year, the school wide class size average in Extended Transitional Kindergarten (TK), Extended Kindergarten and Grade 1 shall be 24:1, with no individual class exceeding twenty-six (26) students. Each Extended Day TK/ K class will be provided (sixty) 60 minutes of paraprofessional assistance daily. Dual Language Immersion (DLI) classes in first grade for the 2015-2016 school year shall be exempt so that no student is displaced from the program. No DLI class shall exceed thirty (30) students for grade 1. Each DLI 1st grade class, with an enrollment over 26, will be provided sixty (60) minutes of assistance daily for this year. The assistance will be designed by the 1st grade DLI teachers and the principal at the site prior to the first day of school.

In addition, each school containing Grades 2nd -5th will remain at current contract staffing class size ratios. Schools with 14 or fewer 2nd-5th grade classes will be assigned at least one (1) Elementary Support Teacher to support teachers. Schools with greater than 14 classes in 2nd-5th grades will be assigned at least two (2) Elementary Support Teachers to support teachers. This support program will be designed by the principal and teachers in grades 2-5 at the site and agreed upon by the District and OEA. Elementary Support Teachers shall not be used to substitute in the event of a substitute shortage.

For the 2016-17 School Year:

For the 2016-17 school year, the school wide class size average in Extended TK, Extended Kindergarten and Grade 1 shall be 24:1, with no individual class exceeding twenty-six (26) students. DLI classes shall be included. Each Extended Day TK/ K class will be provided sixty (60) minutes of paraprofessional assistance daily.

In addition, each school containing Grades 2nd -5th will remain at current contract staffing class size ratios. Schools with 14 or fewer 2nd-5th grade classes will be assigned at least one (1) Elementary Support Teacher to support teachers. Schools with greater than 14 classes in 2nd-5th will be assigned at least two (2) Elementary Support Teachers to support teachers. This support program will be designed by the principal and teachers in grades 2-5 at the site and agreed upon by the District and OEA. Elementary Support Teachers shall not be used to substitute in the event of a substitute shortage.

For the 2017-18 School Year:

The District shall maintain the above described school wide class size averages, Elementary Support Teacher Program, and paraprofessional assistance program as described above. The District and OEA

will also begin negotiations regarding class size and review existing and new facilities options and enrollment figures.

In the event District enrollment reaches 18,000 students:

In the event District enrollment reaches 18,000 students, this agreement will sunset and the District and OEA will re-open negotiations on class size for the implementation of Grade Span Adjustment.

In the event District enrollment declines to 16,000 students:

In the event District enrollment declines to 16,000 students in any year, at the beginning of the following school year, the District shall implement districtwide class size averages in Extended TK, Extended Kindergarten, and Grades 1 and 2 to 24:1 with no individual class exceeding 26 students.

The Extended Day Transitional Kindergarten/Kindergarten program will continue to include the following:

1. Lunch for extended day TK/K program shall be the same number of minutes as the primary lunch on site.
2. The maximum number of instructional minutes for TK/K will not exceed 49,680 minutes.
3. The Extended TK/K program shall be reviewed in April 2016 and April 2018 by a District/OEA committee made up of three (3) OEA appointees and three (3) District appointees.

This Memorandum of Understanding shall sunset on June 30, 2018.



Oxnard Educators Association



Oxnard School District

3.26.15

Date

Oxnard Educators Association
Proposal to
Oxnard School District

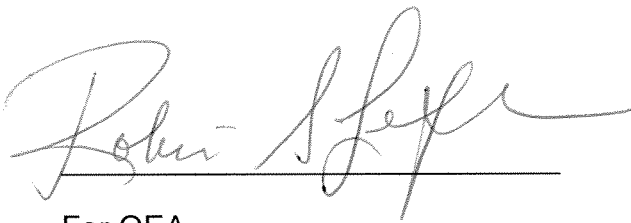
March 26, 2015

Time: 3:10

Article XXVIII: Term of Agreement

This agreement shall remain in full force and effect up to and including **June 30, 2015** and from year to year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, **2015**, or March 15 of any successive year, and no later than April 15, **2015** or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.



For OEA



For OSD

3.26.15

Date

3-26-15

Date



OXNARD SCHOOL DISTRICT

1051 South "A" Street
 Oxnard, California 93030
 805/385-1501 www.oxnardsd.org

2014-2015 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, or M.A., Ed.D or Ph.D
Step 1	\$44,896	\$44,896	\$46,153	\$48,765	\$51,373	\$53,971
Step 2	\$44,896	\$45,372	\$48,092	\$50,813	\$53,525	\$56,243
Step 3	\$44,896	\$47,286	\$50,109	\$52,945	\$55,773	\$58,603
Step 4	\$46,322	\$49,270	\$52,211	\$55,162	\$58,113	\$61,069
Step 5	\$48,259	\$51,338	\$54,411	\$57,484	\$60,560	\$63,630
Step 6	\$50,292	\$53,492	\$56,691	\$59,895	\$63,098	\$66,306
Step 7	\$52,406	\$55,737	\$59,069	\$62,413	\$65,759	\$69,088
Step 8	\$54,608	\$58,083	\$61,552	\$65,036	\$68,513	\$71,991
Step 9	\$56,896	\$60,525	\$64,138	\$67,768	\$71,388	\$75,013
Step 10	\$59,288	\$63,054	\$66,830	\$70,615	\$74,385	\$78,162
Step 11	\$61,780	\$65,707	\$69,630	\$73,581	\$77,509	\$81,450
Step 12	\$64,378	\$68,464	\$72,559	\$76,668	\$80,765	\$84,868
+1**	\$66,309	\$70,518	\$74,736	\$78,968	\$83,188	\$87,414
+2**	\$66,953	\$71,203	\$75,461	\$79,735	\$83,996	\$88,263
+3**	\$67,596	\$71,888	\$76,187	\$80,502	\$84,803	\$89,111
+4**	\$68,240	\$72,572	\$76,912	\$81,269	\$85,611	\$89,960
+5**	\$68,884	\$73,257	\$77,638	\$82,035	\$86,419	\$90,809
+6**	\$69,528	\$73,942	\$78,364	\$82,802	\$87,226	\$91,657
+7**	\$70,172	\$74,626	\$79,089	\$83,569	\$88,034	\$92,506
+8**	\$70,815	\$75,311	\$79,815	\$84,335	\$88,842	\$93,355

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is only given for computers, Spanish reading, writing and language.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

DEGREE INCREMENTS in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$400 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification.

****ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15th year-3% , 18th year-4%, 21st year-5%, 24th year-6%, 27th year-7%, 30th year- 8%, 33rd year-9% and 36th year-10%. Years of service must be in the Oxnard School District.



OXNARD SCHOOL DISTRICT

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2015-2016 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, or M.A., Ed.D or Ph.D
Step 1	\$46,467	\$46,467	\$47,768	\$50,472	\$53,171	\$55,860
Step 2	\$46,467	\$46,961	\$49,776	\$52,592	\$55,398	\$58,211
Step 3	\$46,467	\$48,941	\$51,863	\$54,798	\$57,725	\$60,654
Step 4	\$47,943	\$50,994	\$54,038	\$57,093	\$60,147	\$63,206
Step 5	\$49,948	\$53,134	\$56,315	\$59,495	\$62,679	\$65,857
Step 6	\$52,053	\$55,365	\$58,676	\$61,991	\$65,306	\$68,627
Step 7	\$54,241	\$57,687	\$61,136	\$64,598	\$68,060	\$71,506
Step 8	\$56,519	\$60,116	\$63,706	\$67,313	\$70,911	\$74,511
Step 9	\$58,887	\$62,644	\$66,382	\$70,140	\$73,886	\$77,638
Step 10	\$61,363	\$65,261	\$69,169	\$73,087	\$76,989	\$80,898
Step 11	\$63,943	\$68,007	\$72,067	\$76,157	\$80,222	\$84,300
Step 12	\$66,631	\$70,861	\$75,098	\$79,352	\$83,592	\$87,838
+1**	\$68,630	\$72,987	\$77,351	\$81,732	\$86,100	\$90,474
+2**	\$69,296	\$73,695	\$78,102	\$82,526	\$86,935	\$91,352
+3**	\$69,962	\$74,404	\$78,853	\$83,319	\$87,771	\$92,230
+4**	\$70,629	\$75,112	\$79,604	\$84,113	\$88,607	\$93,109
+5**	\$71,295	\$75,821	\$80,355	\$84,906	\$89,443	\$93,987
+6**	\$71,961	\$76,530	\$81,106	\$85,700	\$90,279	\$94,865
+7**	\$72,628	\$77,238	\$81,857	\$86,493	\$91,115	\$95,744
+8**	\$73,294	\$77,947	\$82,608	\$87,287	\$91,951	\$96,622

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

8. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
9. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
10. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
11. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
12. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
13. Lower division course work credit is only given for computers, Spanish reading, writing and language.
14. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

5. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
6. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
7. Military and/or Peace Corps: a maximum of two years' credit is granted.
8. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

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****ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15th year-3% , 18th year-4%, 21st year-5%, 24th year-6%, 27th year-7%, 30th year- 8%, 33rd year-9% and 36th year-10%. Years of service must be in the Oxnard School District.

ARTICLE VI: LEAVES OF ABSENCE

RETURN FROM LEAVE

1. Employees returning from leaves, ~~including teachers on special assignment of up to one year in length~~ shall be entitled to return to their previously-held position unless it has been eliminated.
2. Employees returning from an extended leave of absence of more than one school year will be returned to their previously-held assignment unless it has been eliminated or has been filled by a probationary or permanent employee. For such employees, current contract language relating to "Placement Upon Return" applies. This does not apply to employees on administrative leave nor to employees who are not physically or mentally able to resume a position.

ARTICLE VII: TRANSFERS AND REASSIGNMENTS

1. DEFINITIONS A "transfer" is a change by a bargaining unit member from one school/work site to another within the District. Changes in the assignment of a bargaining unit member assigned to more than one school site and changes in the assignments of special education teachers or resource teachers to coincide with individual school enrollment and/or needs are not considered transfers. A transfer may be requested by a bargaining unit member or initiated by the District.

A "reassignment" is a change by a bargaining unit member from one assigned class to another within a single work site. A "reassignment" may be initiated by the District or may be requested by the bargaining unit member. To insure flexibility of operations, initial assignments are within the sole discretion of the District.

2. POSTING OF VACANCIES

School Site Vacancies:

- a. The principal or his/her designee shall email all vacancy announcements to each site bargaining unit member with a minimum of two working days (excluding SIP days) for applying.
- b. Bargaining unit members absent from school during those two working days, are to be called at the phone number on record and informed of the vacancy and deadline.
- c. If the absent bargaining unit member does not answer:
 - (1) Message is left on voice mail/answering machine;
 - (2) If phone is busy, principal or designee will continue to call until a person is spoken to or a message is left;
 - (3) If no answering machine, the principal or designee shall record the date and time of the call.
- d. At the close of the deadline, the principal will consider all applications and follow contract procedures listed in Article VII: Transfers and Reassignments.

District-wide Vacancies:

The District administration shall provide a list of known vacancies to all bargaining unit members and work sites when the first official vacancy announcement is made no later than the third Monday in April. The District will inform all bargaining unit members via email and vacancies will be posted on the District website. All bargaining unit members on an extended leave shall be notified of any vacancies provided they have left a request to be notified with the District office prior to the beginning of their

leave. Bargaining unit members shall be notified of additional vacancies weekly, when known, using the procedures listed above (Article VII: Section 2, School Site Vacancies and District-wide vacancies).

All postings shall include the closing date for filing. The closing date for current bargaining unit members shall be no less than five (5) working days after posting unless the District can demonstrate an unanticipated need to fill the vacancy sooner. No posting or solicitation shall be made outside the District for any vacancy until it has been posted within the District for five (5) working days. After five (5) working days, the District is free to interview and/or hire employees from outside the District. Vacancies that occur during the summer shall be posted at the District Office, at each school site, and the announcements of vacancies shall be sent to all bargaining unit members via Oxnard School District email. Bargaining unit members who desire to transfer shall file a transfer application online with the Assistant Superintendent of Human Resources and Support Services, and shall receive written/email confirmation of said application.

Transfer applications shall be addressed to specific vacancies; transfer requests not so addressed may be disregarded, and the unit member shall be so notified. All applicants shall receive written/email notice as to whether or not they received the position for which they applied. A bargaining unit member who does not receive a requested transfer shall be given the reasons in writing within five (5) days, if requested.

3. CRITERIA FOR FILLING VOLUNTARY TRANSFERS AND REASSIGNMENTS

The following criteria shall be used in consideration of transfer or reassignment requests:

- a. Legal requirements of the District;
- b. Credential(s), individual training, experience directly related to the position;
- c. Skills in areas which are secondary to the regular assignment (i.e. computers, music);
- d. When all of the above are equal, seniority in the District shall prevail;
- e. Educational needs of the school or department to which the unit member is transferred or reassigned;
- f. Bargaining unit member's preference.

4. CRITERIA FOR FILLING INVOLUNTARY TRANSFERS OR REASSIGNMENTS

Involuntary transfers or reassignments may be initiated by District management when necessary or appropriate. In implementing such transfers or reassignments the District shall not act arbitrarily, capriciously, or without basis in fact and shall follow and apply any or all of the criteria listed below:

- a. Legal requirements of the District;
- b. Credential(s);
- c. Seniority in the District;
- d. Educational needs of the school or department to which the unit member is transferred or reassigned;
- e. Bargaining unit member's preference.

In the event of such transfer or reassignment, the bargaining unit member shall be advised of the reasons therefore, in writing seven (7) calendar days prior to the transfer or reassignment.

5. SPECIAL EDUCATION CLASSES Any special education class that is transferred to a new school site, the current teacher is automatically transferred with that class. In the event a new special education class is formed (different grade level(s) and/or classification, etc.) at the former school site, the teacher who transferred with his/her class may apply for the new position.

6. ~~AFTER SEPTEMBER 30 Notwithstanding any or all of the above provisions, the District has the option of filling any vacancies occurring after September 30 in any school year~~ **Vacancies which occur on or after the first day of the instructional school year, notwithstanding any or all of the above provisions, will be filled** through one of the following alternatives:

- (a) Hiring of temporary employees **or probationary employees**; or
- (b) Contract procedures outlined above.

In the event the District utilizes option (a) above, the vacancy shall be posted and filled for the ensuing school year pursuant to applicable contract procedures outlined in Sections 1 through 4 above. **The temporary or probationary employee filling the vacancy shall have no rights to said position.**

7. NEW-HIRES Notwithstanding any provision of this Agreement to the contrary, once assigned, any newly-hired or re-hired teacher shall be ineligible to exercise transfer or reassignment rights described herein during his/her first year of contract service with the District. A first year probationary teacher or rehired teacher may apply for available openings at the end of his/her first year of employment, as openings occur for the following year.

8. GRADE LEVEL REDESIGNATION OR ADDING/DELETING OF CLASSES The following procedures are to be followed in reassigning certificated staff who are affected by grade level re-designation or adding/deleting of class(es) at a particular grade level at the elementary level and content area at the intermediate level:

8.1 Elementary Level

- a. The District will inform the elementary principal with staff allocation for the next school year by the first week in April.
- b. The administration at the elementary level will designate (i.) Transitional Bilingual Education (TBE) classes, (ii.) special education classes, (iii.) combination classes, (iv.) number of classes at each grade level; and (v) DLI Classes.
- c. If the allocation produces a reduction in staff, (where there are fewer positions than bargaining unit members on site) the principal will first ask for volunteers to be displaced. The most senior volunteer will be displaced. If there are no volunteers, the least senior bargaining unit members (according to District seniority) regardless of grade level, will be considered involuntarily “displaced.” These least senior involuntarily “displaced” bargaining unit members will have the right to reapply to the school site after the “unassigned” bargaining unit members at the site have had the opportunity to apply for School Site Vacancies as per Article VII: Transfers and Reassignments, Sections 2 and 4.
- d. After site allocation, where there is a deletion of a class at a grade level, the least senior bargaining unit member at the affected grade level will be considered “unassigned.” (The deletion of a class at a grade level may not reduce the number of bargaining unit positions at a site. This leaves the teacher “unassigned” rather than “displaced.”) The unassigned bargaining unit member will then have the opportunity to apply for any open positions as per School Site Vacancies (Article VII: Transfers and Reassignments, Sections 2 and 4).
- e. Should a bargaining unit member choose not to accept a position on site or there are no unstaffed positions at that school site, he/she will be considered involuntarily “displaced.” The displaced bargaining unit member’s options, at that point, will be to apply for openings that occur with the District.

f. If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide, within two (2) days, as they occur, prior to those vacancies being made available for transfer to all other bargaining unit members.

g. ~~On or before September 30~~ **Before the first day of instruction**, the involuntarily displaced bargaining unit member shall have first priority to return to their original site and/or similar position should it become available and before it is advertised District-wide.

8.2 Intermediate Level

a. The District will inform the intermediate principal with staff allocation for the next school year by the first week in April.

b. The administration at the intermediate level will designate the number of classes at each grade level and the number of content area sections in general education, special education, and ELD.

c. If the re-designation or deletion of classes produces a reduction in staff, the least senior bargaining unit members (according to District seniority) in that content area regardless of grade level, will be considered involuntarily “displaced.” Before displacing any teacher, the principal will ask for volunteers in that subject area to be displaced. The most senior volunteer will be displaced.

d. The administrator will conference with each certificated bargaining unit member affected by re-designation or deletion of classes, starting first with the most senior bargaining unit member. Any open positions will be posted and filled as School Site Vacancies (Article VII: Transfers and Reassignments, Sections 2 and 4).

At the intermediate level, the most senior bargaining unit member that is involuntarily displaced may “bump” the least senior bargaining unit member in another content area if they have the credential and if they meet the “highly qualified” standard under NCLB for that subject area.

e. Should a bargaining unit member choose not to accept a position on site or there are no unstaffed positions at that school site, he/she will

be considered involuntarily “displaced.” The displaced bargaining unit member’s options, at that point, will be to apply for openings that occur with the District.

f. If a bargaining unit member is displaced, the affected bargaining unit member may apply for vacancies District-wide, within two (2) days, as they occur, prior to those vacancies being made available for transfer to all other bargaining unit members.

g. ~~On or before September 30~~ **Before the first day of instruction**, the displaced bargaining unit member shall have first priority to return to their original site and/or similar position should it become available and before it is advertised District-wide.

8.3 Elementary and Intermediate Levels:

- a. After site vacancies have been posted (per Article VII: Transfer and Reassignment, Section 2 and 3) for two (2) days, Supplemental Support Providers will be given consideration (per Article VII: Transfers and Reassignment, Section 3: Criteria for Filling Voluntary Transfers or Reassignments) for any remaining vacancies at that site. This will occur prior to posting the vacancy/position District-wide.
- b. Bargaining unit members who are involuntarily displaced or unassigned five days prior to the beginning of the first day of the school year shall be involuntarily transferred by the District and assigned by the Assistant Superintendent of Human Resources. Bargaining unit members who have been involuntarily transferred shall have the right to continue to apply for vacancies as they occur until the transfer deadline per Article VII: Transfers and Reassignments, Sections 2, 4 and 6.
- c. After all displaced and unassigned bargaining unit members are assigned, bargaining unit members who have the right under the law to be rehired, shall be allowed to apply for any vacant positions before outside applicants are hired.
- d. When a combination class is divided into two individual classes (i.e., a 2/3 combination class becomes a straight 2nd grade or straight 3rd grade), the bargaining unit member of the combination class has the choice as to which grade levels he/she will teach. The remaining class will be considered an open position

and will be filled according to the provisions of the contract in Article VII: Transfers and Reassignments, Section 2 and Section 3.

e. Classes resulting in deleting part of a combination and making it one grade level class are not considered changes and, therefore, the bargaining unit member is not affected. (Example: bargaining unit member of a 2/3 has the 3rd grade portion dropped, making it a straight 2nd grade. This is not considered to be a change where the bargaining unit member is significantly affected.)

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ARTICLE XIX: SALARIES

1. Effective July 1, ~~2013~~ **2014** the base certificated salary schedule shall be increased by ~~4.5~~ **3.0%**. **The retroactive payment will be made to any employee in a paid status on the day of ratification. Effective July 1, 2015 the base salary schedule shall be increased by 3.5%.**

4. SCHEDULE II

(a) The hourly rate of pay shall be ~~\$35.00~~ **\$45.00 effective July 1, 2015.**

8. ANNIVERSARY INCREMENTS Anniversary increments ~~in the amount of \$750.00~~ shall be added to the scheduled salary at the beginning of the 15th, 18th, 21st, 24th, 27th, and 30th, **33rd and 36th** years of service in the District **based on the schedule below:**

Beginning July 1, 2014:

- 1 + (15 years) = 3% of Step 12 of employee's current Class**
- 2 + (18 years) = 4% of Step 12 of employee's current Class**
- 3 + (21 years) = 5% of Step 12 of employee's current Class**
- 4 + (24 years) = 6% of Step 12 of employee's current Class**
- 5 + (27 years) = 7% of Step 12 of employee's current Class**
- 6 + (30 years) = 8% of Step 12 of employee's current Class**
- 7 + (33 years) = 9% of Step 12 of employee's current Class**
- 8 + (36 years) = 10% of Step 12 of employee's current Class**

ARTICLE XX: EMPLOYEE BENEFITS

3. Effective January 1, ~~2014~~ **2015**, the District will make the following monthly contributions toward the payment of premiums for group health insurance programs for eligible bargaining unit employees:

Monthly Amount: ~~\$1000.00~~ **\$1,105.56**

ARTICLE XXVIII: TERM OF AGREEMENT

This agreement shall remain in full force and effect up to and including June 30, ~~2014~~ **2015** and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, ~~2014~~ **2015**, or March 15 of any successive year, and no later than April 15, ~~2014~~ **2015** or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

**ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION (NEW ARTICLE)
Teacher on Special Assignment (TOSA)**

1. **Teachers on Special Assignment will have a minimum of 3 years of classroom teaching experience.**
2. **The term for a Teacher on Special Assignment will be 3 consecutive years. At the end of that time, the position will be advertised district wide per contract and the teacher may reapply. Any Teacher on Special Assignment, who has completed 3 years as a TOSA by the end of the 2014-15 school year, will have their position advertised district wide for the upcoming 2015-16 school year.**

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BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: May 6, 2015

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION **X**
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #14-32, ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (Morales/Cline/CFW)

The Oxnard Facilities Implementation Plan (“Plan”) utilizes a variety of funding sources to fund those projects identified in the Program, including developer fees, Bond proceeds, State Facilities Program reimbursements, and existing capital facilities fund balances. The District is relying, in part, on State Aid Modernization and New Construction Grant eligibility to match local funding to complete projects in the Plan.

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per-pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a District is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism, known as the “use of grants”, can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have been used on another eligible project.

FISCAL IMPACT:

There will be no fiscal impact to the District’s general fund.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt RESOLUTION #14-32 ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.

ADDITIONAL MATERIALS:

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- RESOLUTION #14-32, RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.
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GOALS:

Goal 5: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites.

RESOLUTION NO. 14-32

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Oxnard School District approved Resolution #13-41 on June 4, 2014, authorizing the District Superintendent to submit project approval applications and project funding request applications to the State Allocation Board’s “Applications Received Beyond Bond Authority List” for Project 3 Lemonwood School Reconstruction;

WHEREAS, a school district’s eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

WHEREAS, the School Facility Program (SFP) allows a funding application to include a “Use of New Construction Grant” request to utilize a classroom loading standard higher than the State standard—but not higher than the maximum standard indicated in the District’s teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

WHEREAS, the Oxnard School District desires to submit a State funding application for the new Lemonwood Elementary School campus to be constructed at 2200 Carnegie Street utilizing a “Use of New Construction Grant” request;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board of Trustees of the Oxnard School District (“Board”) pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the “Use of New Construction Grant” funding mechanism in lowering the District’s cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and

BE IT FURTHER RESOLVED that the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Lemonwood Elementary School campus must be diverted from another project that would otherwise use those grants to defray construction costs; and,

BE IT FURTHER RESOLVED that the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for Lemonwood Elementary School for submission to OPSC that contains a “Use of New Construction Grant” request; and

BE IT FURTHER RESOLVED that the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards set out in the approved district teacher contract, and that the upper loading standard of 30 pupils per K-3 classrooms and 33 pupils per 4-8 classrooms proposed for the funding application does not exceed the maximum stipulated in the teacher contract; and

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Lemonwood Elementary School to be submitted to the appropriate State agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on May 6, 2015:

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT:

By _____
President

ATTEST:

Clerk, Governing Board
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, _____, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 6th day of May, 2015, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Clerk, Governing Board
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: May 6, 2015

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION **X**
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #14-33, ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (Morales/Cline/CFW)

The Oxnard Facilities Implementation Plan (“Plan”) utilizes a variety of funding sources to fund those projects identified in the Program, including developer fees, Bond proceeds, State Facilities Program reimbursements, and existing capital facilities fund balances. The District is relying, in part, on State Aid Modernization and New Construction Grant eligibility to match local funding to complete projects in the Plan.

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per-pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a District is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism, known as the “use of grants”, can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have been used on another eligible project.

FISCAL IMPACT:

There will be no fiscal impact to the District’s general fund.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt RESOLUTION #14-33 ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.

ADDITIONAL MATERIALS:

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- RESOLUTION #14-33, RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.
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GOALS:

Goal 5: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites.

RESOLUTION NO. 14-33

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

WHEREAS, the Board of Trustees of the Oxnard School District approved Resolution #13-42 on June 4, 2014, authorizing the District Superintendent to submit project approval applications and project funding request applications to the State Allocation Board's "Applications Received Beyond Bond Authority List" for Project 5 Elm School Reconstruction;

WHEREAS, a school district's eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

WHEREAS, the School Facility Program (SFP) allows a funding application to include a "Use of New Construction Grant" request to utilize a classroom loading standard higher than the State standard—but not higher than the maximum standard indicated in the District's teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

WHEREAS, the Oxnard School District desires to submit a State funding application for the new Elm Elementary School campus to be constructed at 450 East Elm Street utilizing a "Use of New Construction Grant" request;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board of Trustees of the Oxnard School District ("Board") pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the "Use of New Construction Grant" funding mechanism in lowering the District's cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and

BE IT FURTHER RESOLVED that the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Elm Elementary School campus must be diverted from another project that would otherwise use those grants to defray construction costs; and,

BE IT FURTHER RESOLVED that the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for Elm Elementary School for submission to OPSC that contains a “Use of New Construction Grant” request; and

BE IT FURTHER RESOLVED that the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards set out in the approved district teacher contract, and that the upper loading standard of 30 pupils per K-3 classrooms and 33 pupils per 4-5 classrooms proposed for the funding application does not exceed the maximum stipulated in the teacher contract; and

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Elm Elementary School to be submitted to the appropriate State agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on May 6, 2015.

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT:

By _____
President

ATTEST:

Clerk, Governing Board
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, _____, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 6th day of May, 2015, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Clerk, Governing Board
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: 05/06/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION X _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

CONSIDERATION AND APPROVAL OF RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033 (Morales/Cline/CFW)

The Elm Elementary School Replacement Project designated as Project No. 5 of the Oxnard School District Facilities Implementation Plan consists of the construction of a new elementary school with earthquake-resistant structures on the existing school site. At the completion of the new campus, the existing structures will be demolished, and those areas will be converted into playfields and hard court play areas for the new campus.

The District recently retained Tetra Tech to conduct an environmental assessment of the proposed Project and to determine whether the Project met the requirements of a categorical exemption from the California Environmental Quality Act (“CEQA”). Tetra Tech has completed its review and determined that the Project in fact meets the requirements for the exemption.

The Board is being asked to adopt the attached proposed resolution making certain findings of fact and determinations qualifying the Elm School Reconstruction Project, Project No. 5, for a Categorical Exemption from the California Environmental Quality Act (“CEQA”) environmental review requirements.

CEQA requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. Article 19, Section 15302 of the California Public Resources Code provides a Categorical Exemption from the CEQA environmental review processes for projects that consist of a replacement of an aging campus with new earthquake-resistant structures and does not increase the capacity of the campus by more than 50% of the existing capacity. It is the local agency’s responsibility to determine whether a Project qualifies for Categorical Exemption. If the Oxnard School District determines that it qualifies, a Notice of Exemption is filed with the Ventura County Clerk.

Tetra Tech’s findings are attached for the Board’s review and consideration.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc, that the BOARD OF TRUSTEES ADOPT RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033

ADDITIONAL MATERIAL(S):

- RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033 (2 pages)
- Notice of Exemption Letter to the County Clerk of the County of Ventura (1 page)
- TETRA TECH CEQA Categorical Exemption Review Findings, dated March 12, 2015 (5 pages)

GOALS:

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

RESOLUTION NO. 14-34

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033

WHEREAS, the Oxnard School District (“District”) is constructing a new K-5 elementary school campus on the existing site of the Elm Elementary School located at 450 East Elm Street, Oxnard, CA 93033 (“Project”); and

WHEREAS, the Project consists of the demolition of existing structures and reconstruction of earthquake-resistant buildings on the Elm Elementary School campus; and

WHEREAS, the buildings being constructed on the Elm Elementary School site campus consist of the reconstruction of existing facilities to be used for the same purpose as the buildings that will be demolished at the same location; and

WHEREAS, the reconstructed buildings will have a total square footage that is less than 50% greater than the existing square footage; and

WHEREAS, the reconstructed buildings will house a number of students and employee occupants that is less than 50% greater than the occupancy capacity of the existing structures; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et.seq.) (“CEQA”), and the CEQA Implementing Guidelines (14 California Code of Regulations sections 15000 et. Seq.), the District has reviewed the Project and determined that the Project qualifies for a Class 2 Categorical Exemption under California Code of Regulations Section 15302 as a replacement or reconstruction of an existing facility. Therefore, pursuant to CEQA section 21084 and CEQA Guidelines section 15302, the Project qualifies as a Categorical Exemption and no further analysis is required.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and the report of the environmental consultant and finds that pursuant to CEQA section 21084 and CEQA Guidelines section 15302, the Project qualifies as a Class 2 Categorical Exemption and no further analysis is required; and

BE IT FURTHER RESOLVED, that the Board approves the filing and recordation of a CEQA Notice of Exemption; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Ventura
800 South Victoria Avenue
Ventura, CA 93009

From: (Public Agency): Oxnard School District
1501 South A Street
Oxnard, CA 93030
(Address)

Project Title: Project 5: Elm Reconstruction

Project Applicant: Oxnard School District

Project Location - Specific:
450 E. Elm Street, Oxnard, California 93033

Project Location - City: Oxnard Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The project proposes to demolish an existing elementary school and replace it with new buildings that would be earthquake resistant.

Name of Public Agency Approving Project: Oxnard School District

Name of Person or Agency Carrying Out Project: Oxnard School District

- Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- [X] Categorical Exemption. State type and section number: 15302, Class 2
- Statutory Exemptions. State code number:

Reasons why project is exempt:
The project proposes to demolish an existing elementary school and replace it with new buildings that would be earthquake resistant. The replacement project will have the same purpose as the existing facility and will result in a slight decrease in area of use, as well as a slight decrease in student capacity.

Lead Agency
Contact Person: Area Code/Telephone/Extension: (805) 385-1501

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [] Yes [] No

Signature: Date: Title:

[] Signed by Lead Agency [] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



C498-6092

March 19, 2015

Mr. Greg Grant
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, #106
Oxnard, California 93035

Subject: Categorical Exemption under California Environmental Quality Act (CEQA),
Reconstruction of Elm Elementary School

Reference: Proposal to Perform CEQA Compliance Review Preconstruction Services for Elm
Elementary School dated January 22, 2015

Dear Mr. Grant:

Please find as follows our findings that the proposed reconstruction of Elm Elementary School, 450 E. Elm Street, Oxnard, California 93033 is exempt from further CEQA analysis. In addition, as was scoped in our referenced proposal, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder's office.

The project identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

Assessor Parcel Number (APN): 2040-111-020

Location: 450 E. Elm Street, Oxnard, California 93033

Project Title: Elm Reconstruction MA #13-132, WAL #001

Project Applicant (Public Agency Approving Project): Oxnard School District

Project Description:

The proposed project includes demolition of an existing elementary school and replacement with new buildings that would be built to current seismic codes, thereby making the buildings earthquake resistant. The current facilities proposed for demolition include structures that total 30,893 square feet. These facilities include classrooms, a multi-purpose building, administration building and a separate Kindergarten facility. Parking facilities at the school include 38 parking spaces with two identified as Americans with Disabilities Act (ADA) accessible. In addition to classrooms and support facilities, five metal storage containers are also located at the school. The proposed replacement facilities plus those facilities that will remain include a total of 26,957 square feet. This represents a decrease in teaching facilities of about 13 percent. The current and proposed student capacity at the school is as summarized in Table 1.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130 | Santa Barbara, CA 93111

Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com

Table 1: Capacity of the Existing and Proposed Reconstructed Elm Elementary School

		Pupils per Classroom	Capacity
Existing Facilities	32	32.8	1,050
Proposed Facilities	26	32.8	853
Decrease in Capacity			18.76%

An average of 32.8 students per classroom is based on 30 students per classroom for Kindergarten through Grade 3 and 35 students for Grades 4 and 5. Parking at the new school will support a total of 69 cars, two ADA accessible spaces and one space that would be van accessible.

CEQA Exemption Recommendation: Categorical Exemption

Specific CEQA and/or CEQA Guideline Section for Exemption: **CEQA Guidelines Section 15302 Replacement or Reconstruction**

Reasons to support exemption findings:

CEQA Guidelines Section 15302 Replacement or Reconstruction, defines a Class 2 exemption as replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced including, but not limited to replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase in capacity more than 50 percent. The proposed reconstruction would be about 13 percent less square footage than existing facilities and represents about a 19 percent decrease in student capacity. This meets the requirement of a Class 2 exemption under CEQA.

If, however, a project could result in a significant impact, the exemption may not apply. Exceptions to the exemption are discussed below (Section 15300.2 of the State CEQA Guidelines) and reasons why they are not applicable to this project are identified.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

This exception does not generally apply to a Class 2 exemption which involves reconstruction of the same use on the same site. However, there are some potential issues related to hazardous materials at the site. In January 2014, asbestos sampling of the existing buildings was completed. No asbestos containing materials were detected. A lead paint survey was also conducted at the existing school in January 2014. Lead-containing paint and lead-based paint was found at the school based on the

results of this survey. Prior to demolition of the existing buildings, all relevant state and federal regulations will be adhered to and, therefore, no impacts to the environment would occur. In addition, a limited soil sampling investigation was undertaken in January, 2014. Preliminary findings determined that shallow soils near the main school building (Building 1) have been impacted by elevated lead concentrations. Soil abatement after demolition of the existing school buildings will be conducted to ensure that there are no impacts from elevated lead found in the soil. All impacted soils would be disposed of as required by local and state regulation. Finally, a review of hazardous materials at the existing facility in January, 2014 identified the following hazardous materials in the existing buildings.

- Mercury-containing lighting;
- Refrigerants associated with refrigeration and air conditioning units; and
- Potential lead-acid and/or lithium batteries associated with alarm system and power backup.

These materials will be disposed of properly prior to demolition of the existing buildings as required by state and local regulation.

b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

The reconstruction of a school at the project site would not be expected to result in a significant cumulative impact because use of the site would remain the same.

c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

There is no evidence to indicate that the reconstruction of a school project would have a significant effect on the environment due to unusual circumstances.

d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The proposed project would continue existing uses at the site and would not result in damage to scenic resources. The site is located approximately 0.14 miles south southwest of Pacific Coast Highway. Pacific Coast Highway has been designated as a Blue Star Memorial Highway and a scenic highway. Multi-family residential dwellings and commercial enterprises are found between the school site and Pacific Coast Highway. The view by the traveling public from Pacific Coast Highway would not be impacted by the project.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project site is not included on any hazardous waste list compiled pursuant to Section 65962.5 of the Government Code.

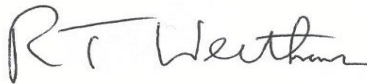
(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Four of the nine existing school buildings are more than 50 years old but have been assumed by the Oxnard School District (OSD) to be not eligible for listing as historic resources under CEQA. There are four buildings (Buildings 1, 2, 3, and 5) constructed between 1948 and 1950. None of these four buildings are currently listed on the California Register of Historical Resources (CRHR) nor are they currently listed on the National Register of Historic Places (NRHP). The school is located 1.75 miles away from the Henry T. Oxnard Historic District which is a 70-acre historic district that was listed on the NRHP in 1999. This district includes 139 contributing buildings and includes homes mostly built before 1925.

The OSD has owned this school site since 1948 and they have conducted a review of their records and they have no record of the OSD declaring this site or the buildings on the site to have any historical significance nor be a historical resource. OSD has no information to suggest that any other State or local agency has done so. The OSD intends to demolish the nine existing buildings and does not intend to seek such a designation as a historical resource. The OSD has documented these items in the attached OSD letter dated March 18, 2015.

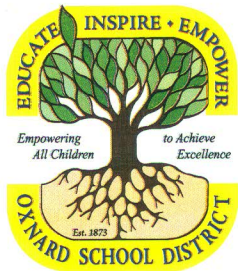
Please contact me at (805) 681-3101 if you have any questions regarding this analysis or need additional information.

Sincerely,
TETRA TECH, INC.



Randy T. Westhaus, P.E.
Project Manager

Attachments: Oxnard School District letter dated March 18, 2015



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030

805/385-1501

www.oxnardsd.org

BOARD OF TRUSTEES

VERONICA ROBLES-SOLIS
President

ALBERT DUFF SR.
Clerk

DEBRA M. CORDES
ERNEST "MO" MORRISON
DENIS O'LEARY

ADMINISTRATION

DR. CESAR MORALES
Superintendent

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support
Services

DR. NANCY J. CARROLL
Interim Assistant Superintendent
Educational Services

LISA CLINE
Assistant Superintendent
Business & Fiscal Services

March 18, 2015

Mr. Randy Westhaus
Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111

RE: Project 5 - Elm Elementary School Reconfiguration Historical Status

Dear Mr. Westhaus:

We are very appreciative of the services provided by Tetra Tech, Inc., with respect to the construction of our new school at the existing Elm Elementary School site. I understand that you have requested some additional information to complete your environmental analysis of the site.

The District's Facilities Implementation Plan/Program Project No. 5 consists of the complete reconstruction of the Elm Elementary School on the same site as the existing Elm Elementary School. The new school will be constructed in the play field area of the existing school site without disrupting the existing school operations. Once the new school is complete, the existing structure will be demolished. The new buildings will all meet the current school construction codes and regulations, will meet all seismic requirements and will provide the Elm students with the latest technological advancements, including 21st Century learning environments.

We have conducted a review of our records here at the District and have no record of the District declaring the site or the buildings on the site to have any historical significance nor be an historical resource. We have no information to suggest that any other State or local agency has done so. The Oxnard School District intends to demolish the building and does not intend to seek such a designation.

If you have any questions or comments, please contact Greg Grant of Caldwell Flores Winters, Inc. for assistance.

Sincerely,

Dr. Cesar A. Morales
Superintendent
Oxnard School District

Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning."

BOARD AGENDA ITEM

Name of Contributor(s): Morales/CFW

Date of Meeting: 5/6/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____
SECTION D: ACTION X
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Consideration and Approval of Resolution # 14-43 of the Board of Trustees of the Oxnard School District Approving the Final architectural Drawings for Project 5– Elm Elementary School Reconstruction, Oxnard Facilities Implementation Program and Authorizing the District to Submit the Drawings to the Division of the State Architect for Administrative Review (Morales/CFW)

At the October 16, 2013 Board meeting, the Board of Trustees approved Agreement #13-121 authorizing an architectural services contract between MVE Institutional, Inc. (now known as SVA Architects, Inc. and hereinafter referenced as such in this agenda item) and the District for Project 5: Elm School Re-Construction (“Project 5”). Project 5 will provide a new K-5 school facility on the Elm Elementary School site to serve up to 600 students at State loading standards.

At the same time, the Board approved a conceptual site plan that included a two-story classroom building, multipurpose room and food service building, student information center/library and administration building, and kindergarten classroom building as well as playfields, hard court play areas, plazas, and associated site utilities. Facility design utilized a “re-use of plans” approach based on the classroom and administration buildings at Orchard Hills K-8 in Irvine (Tustin USD), the kindergarten building of Alta California Elementary School in Panorama City (LAUSD), and the multi-purpose room/gymnasium from Torch Middle School in the City of Industry (Basset USD).

SVA was directed to provide for the design and re-construction of the school on the existing playfield with minimal interruptions to the existing school operations during construction. The existing facilities will be demolished once the new campus is occupied.

As per the contractual obligations under the Board approved agreement, SVA Architects, Inc. has completed a final set of architectural drawings for Project 5 for the District’s review, incorporating the goals and objectives of the Oxnard Facilities Implementation Plan and the educational vision and mission of the District. Completion at this time follows adjustments to the project team to accommodate the departure of SLS Construction and their replacement by Swinerton Builders as well as architectural revisions to ensure project compliance with District specifications. District staff have reviewed the plans and recommend Board approval.

The attached resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to submit the final architectural drawings and specifications produced by SVA Architects, Inc for Project 5 and any forms or documents required to complete the regulatory review and approval process by the Division of the State Architect (“DSA”) as governed by the provisions of the Field Act contained in the California Education Code sections 17280 for K–12 schools, including Title 24 compliance.

FISCAL IMPACT:

There is no fiscal impact related to the approval of SVA’s Final Architectural Drawings.

Project 5 is being funded from Measure “R” funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees approve the Architectural Drawings for Project No. 5 – Elm Elementary School Reconstruction and further direct that the plans be submitted to the Division of the State Architect for approval.

ADDITIONAL MATERIAL(S):

- Resolution No. 14-43 approving the final architectural drawings for Project 5: Elm Elementary School and authorizing the District to submit the drawings to the Division of the State Architect for review
 - Board Presentation including architectural site plan, floor plans and elevations of the new Elm Elementary School campus
-

GOALS:

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

RESOLUTION NO. 14-43

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR PROJECT 5: ELM ELEMENTARY SCHOOL AND AUTHORIZING THE DISTRICT TO SUBMIT THE DRAWINGS TO THE DIVISION OF THE STATE ARCHITECT FOR REVIEW

WHEREAS, the Board of Trustees (“Board”) approved Agreement #13-121 authorizing an architectural services contract between MVE Institutional, Inc. (now known as SVA Architects, Inc. and hereinafter referenced as such in this resolution) and the District for Project 5: Elm School Re-Construction (“Project 5”); and

WHEREAS, the Board approved Agreement #14-166 authorizing a contract for Swinerton Builders to provide pre-construction services for Project 5; and

WHEREAS, SVA Architects, Inc. has delivered a final set of architectural drawings for Project No. 5: Elm Elementary School Re-Construction in accordance with its obligations under Contract #13-121 and

WHEREAS, the District staff have reviewed the final architectural plans for the school site, submit that they meet the goals and objectives of the Oxnard Facilities Implementation Plan and the educational vision and mission of the District and recommend approval by the Board of Trustees; and,

WHEREAS, the Board desires to move forward with the conclusion of the design process and commence with the construction of the new Elm Elementary School;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board approves the final architectural drawings prepared by SVA Architects, Inc., for Project No. 5: Elm Elementary School Re-Construction; and

BE IT FURTHER RESOLVED that the Board authorizes the District, in consultation with Caldwell Flores Winters, Inc., to submit the final architectural drawings to the Division of the State Architect for regulatory review and approval, along with any forms or documents required to complete the DSA approval process; and

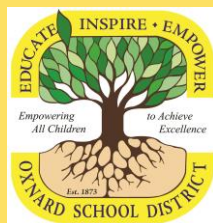
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or his designee is authorized to take such further actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

Oxnard School District Elm Street Elementary Reconstruction



**Board Presentation
May 2015**



**Elm Street Elementary
Reconstruction Project Team:**



Overview of Project 5: Elm Street Elementary Reconstruction

Project Goals:

- State-of-the-Art Classroom Technology
- Energy Efficient Design & Sustainable Features
- Shared Use Gymnasium / Multipurpose Room
- Improved Student Drop-off and Pick-up
- Enhanced Landscape and Play Areas

New Facilities:

- 21 Standard Classrooms including Piano Keyboard Lab
- Maker Space adjacent to Student Information Center
- Multipurpose Room / Gymnasium / Food Service
- Turf Playfields & Outdoor Learning Areas
- Kindergarten Enclave with Four (4) Standard Classrooms



Elm Street Elementary Reconstruction



Budget / Cost Estimate

	ORIGINAL BUDGET 2013	ARCHITECT'S ESTIMATE	PRE-CONSTRUCTION SERVICES ESTIMATE
HARD COST	\$14,943,380	\$14,761,890	\$15,149,384
SOFT COST	\$4,639,225	\$4,315,032	\$4,492,176
PROJECT COST	\$19,582,605	\$19,076,922	\$19,641,560
CONTINGENCY	\$1,494,338	\$1,476,189	\$1,514,938
OVERALL PROJECT BUDGET / COST	\$21,076,943	\$20,553,111	\$21,156,498

- **Design process has resulted in confirmation that the project will be completed within the original estimated budget**
- **Keeping this project within budget ensures that other future projects will be realized**



Elm Street Elementary Reconstruction



Project Timeline

ELM STREET ELEMENTARY RECONSTRUCTION	
	REVISED 4/2015
DESIGN	4/2/2014
DSA SUBMITTAL	5/15/2015
START CONSTRUCTION	2/1/2016
END CONSTRUCTION	4/30/2017
CLOSEOUT COMPLETION	7/31/2017

- **The project timeline is based on The District's schedule**
- **Project will be shovel ready and released for construction after State Approval**
- **The target date for completion is set for Summer 2017**



Elm Street Elementary Reconstruction



Existing Site Plan



Elm Street Elementary Reconstruction



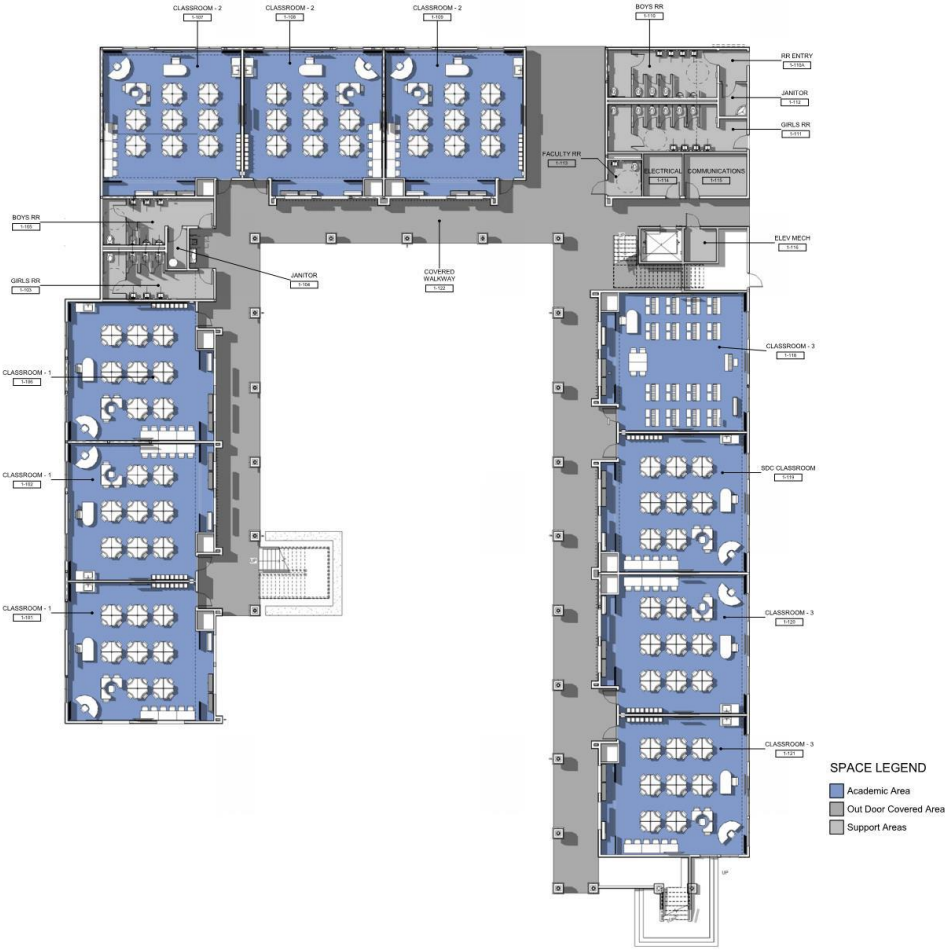
Campus Aerial Rendering



Elm Street Elementary Reconstruction



Classroom Building – First Floor Plan



Elm Street Elementary Reconstruction



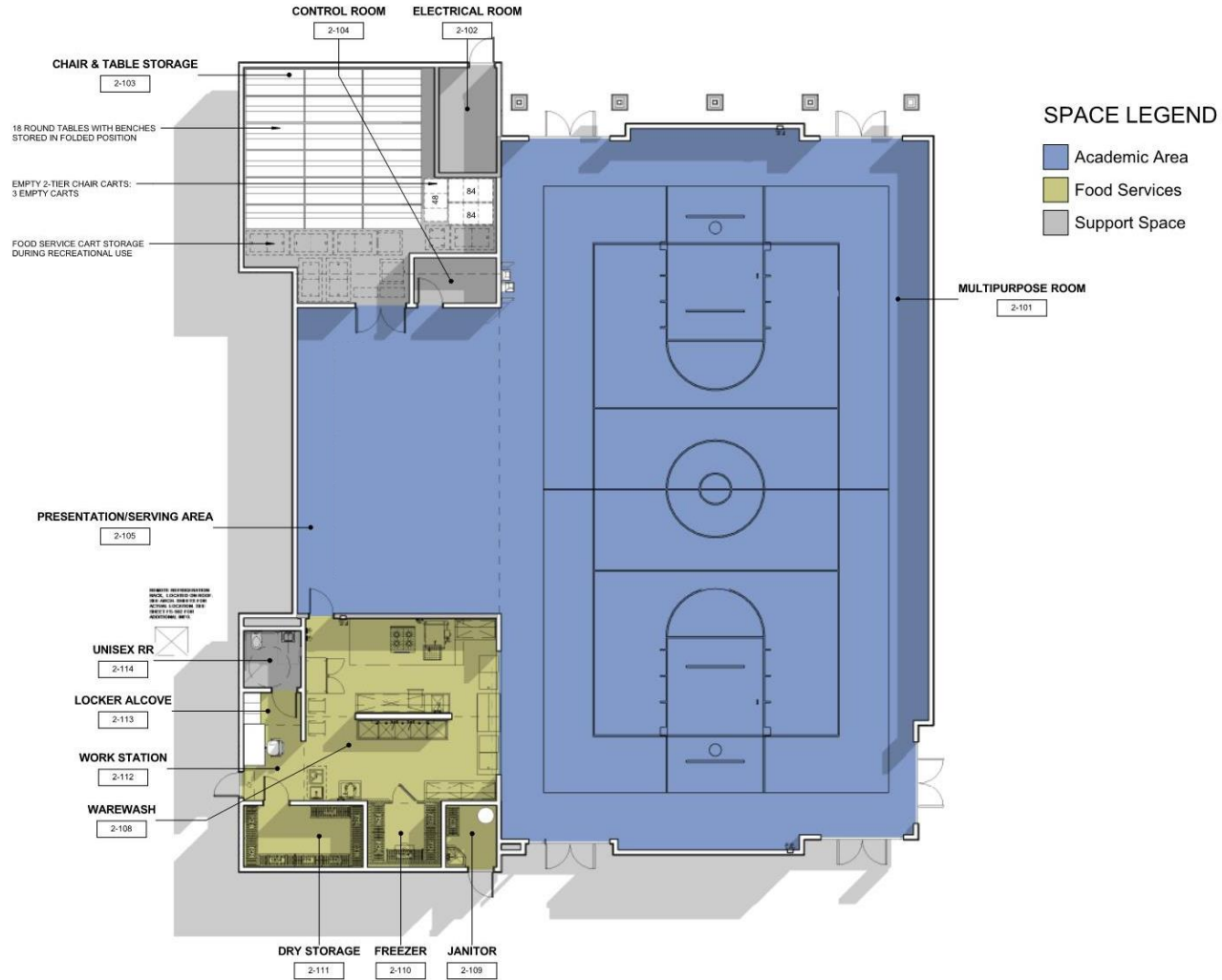
Classroom Building – Second Floor Plan



Elm Street Elementary Reconstruction



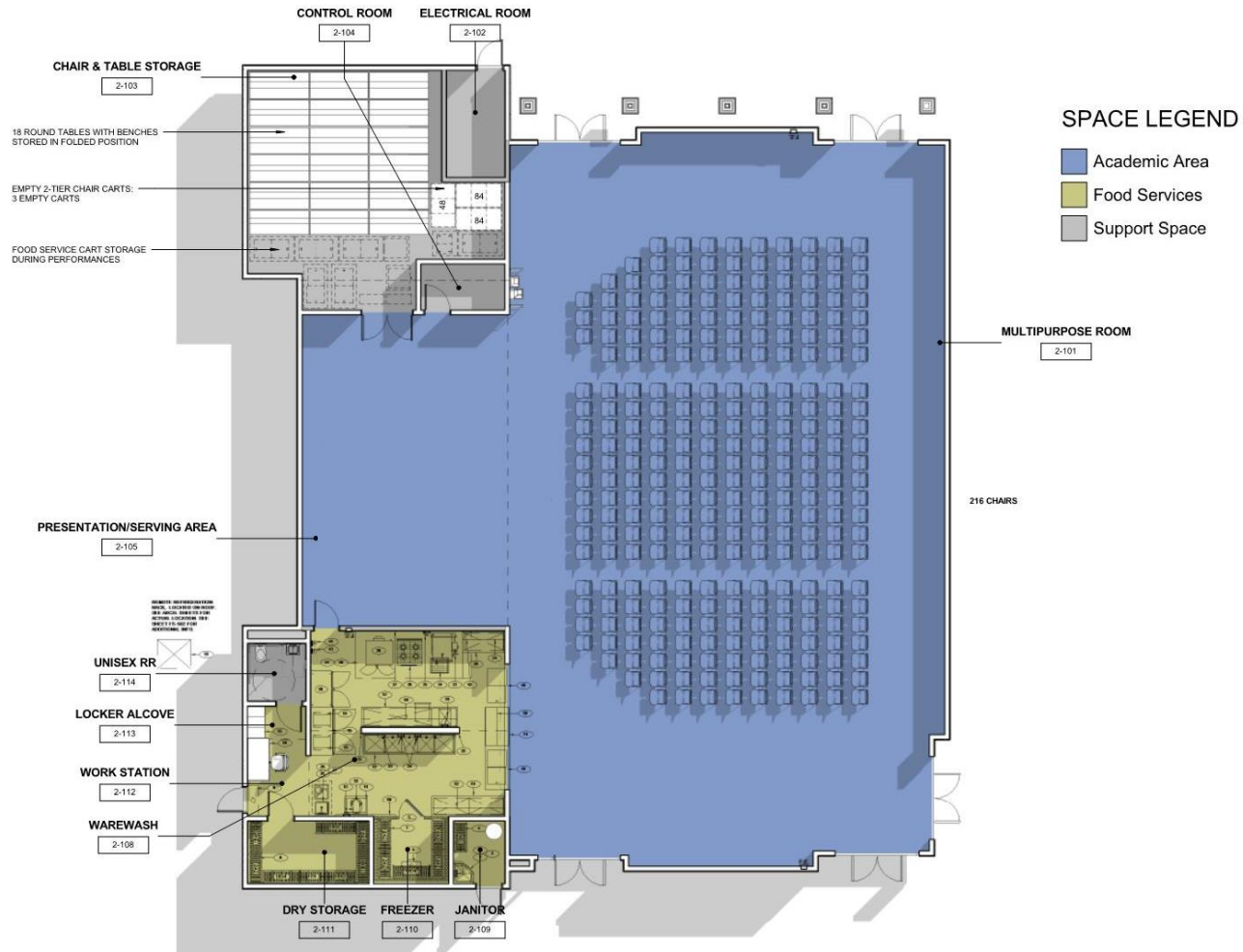
MPR Floor Plan – Recreation Mode



Elm Street Elementary Reconstruction



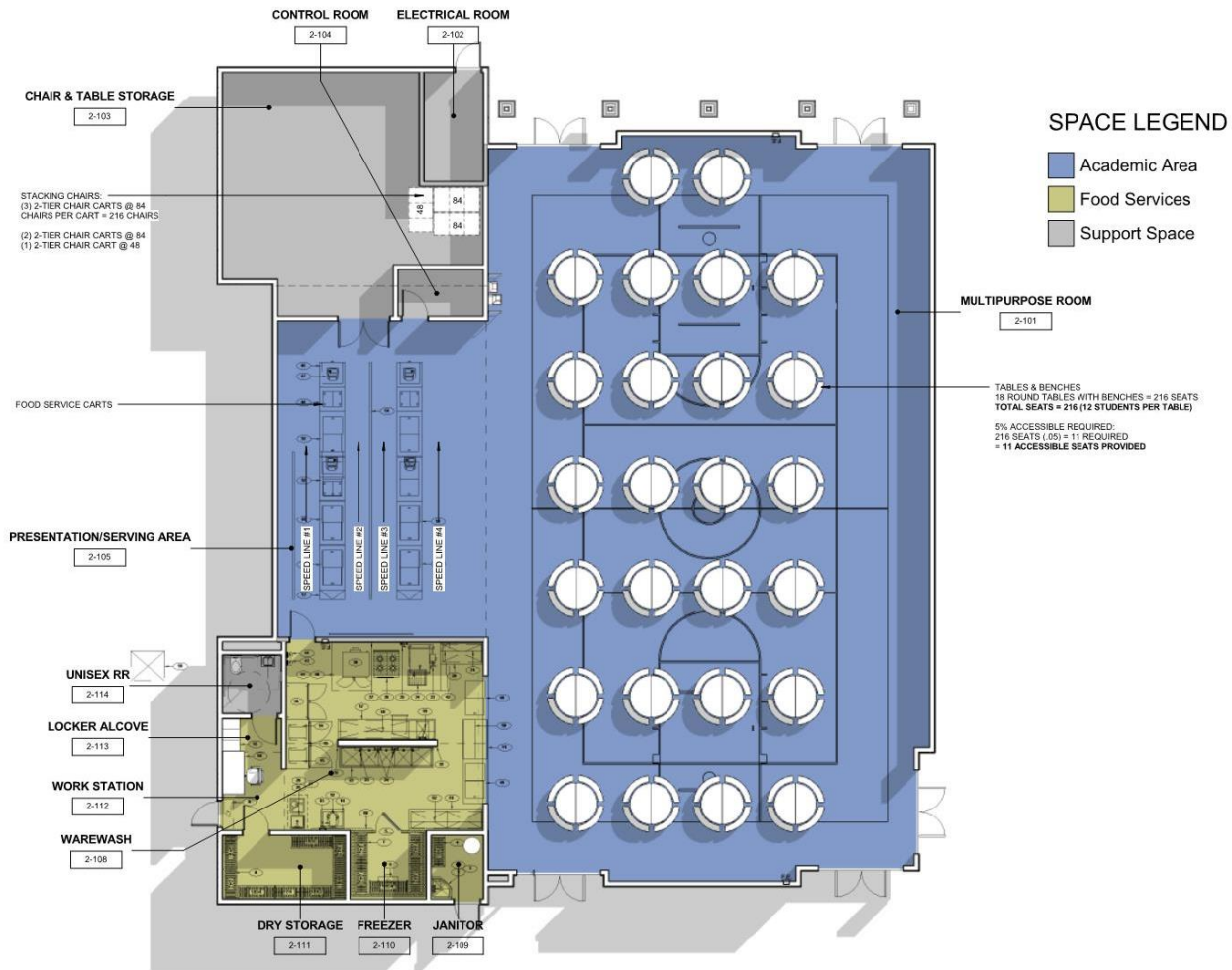
MPR Floor Plan – Performance Mode



Elm Street Elementary Reconstruction



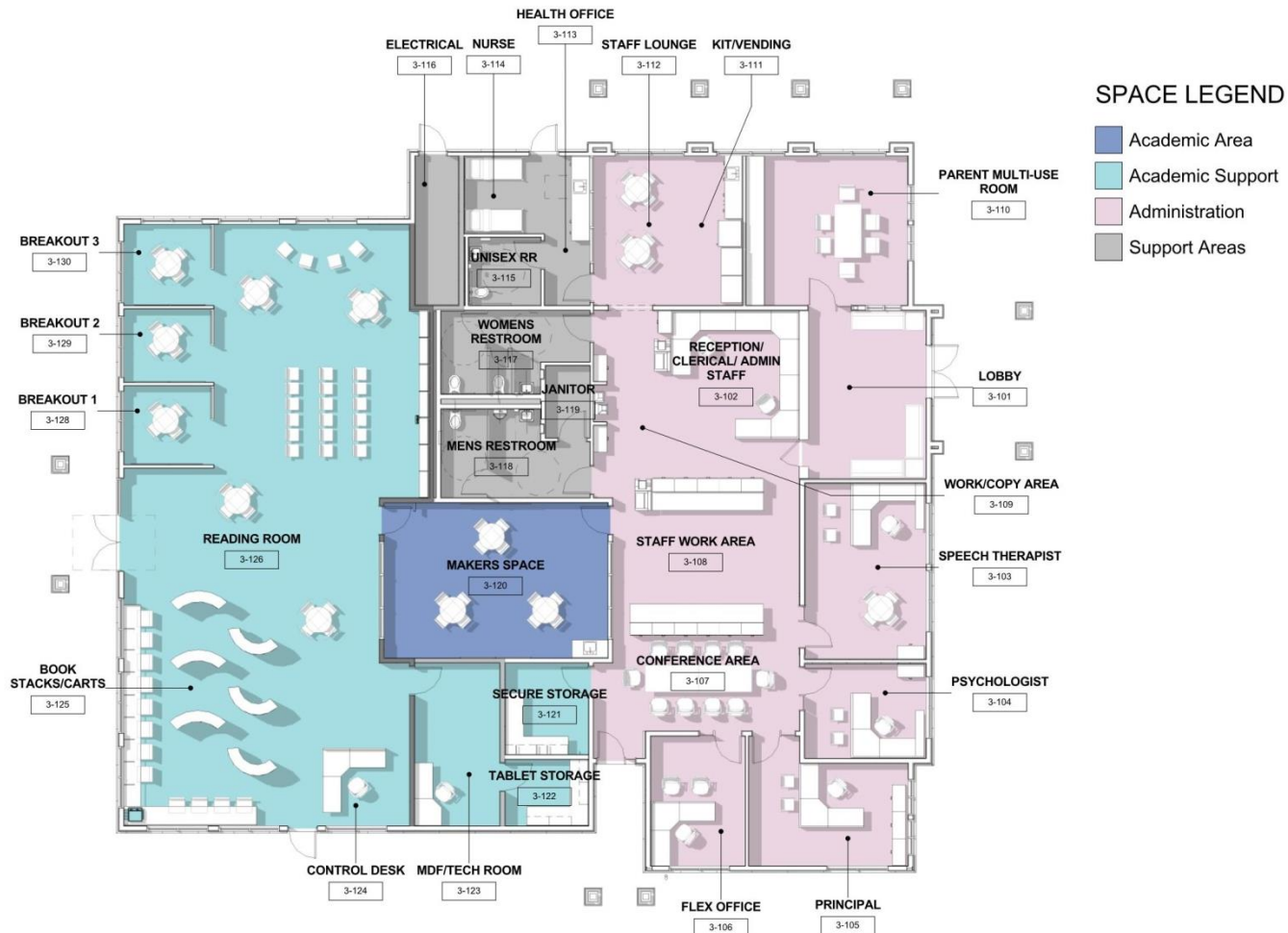
MPR Floor Plan – Cafeteria Mode



Elm Street Elementary Reconstruction



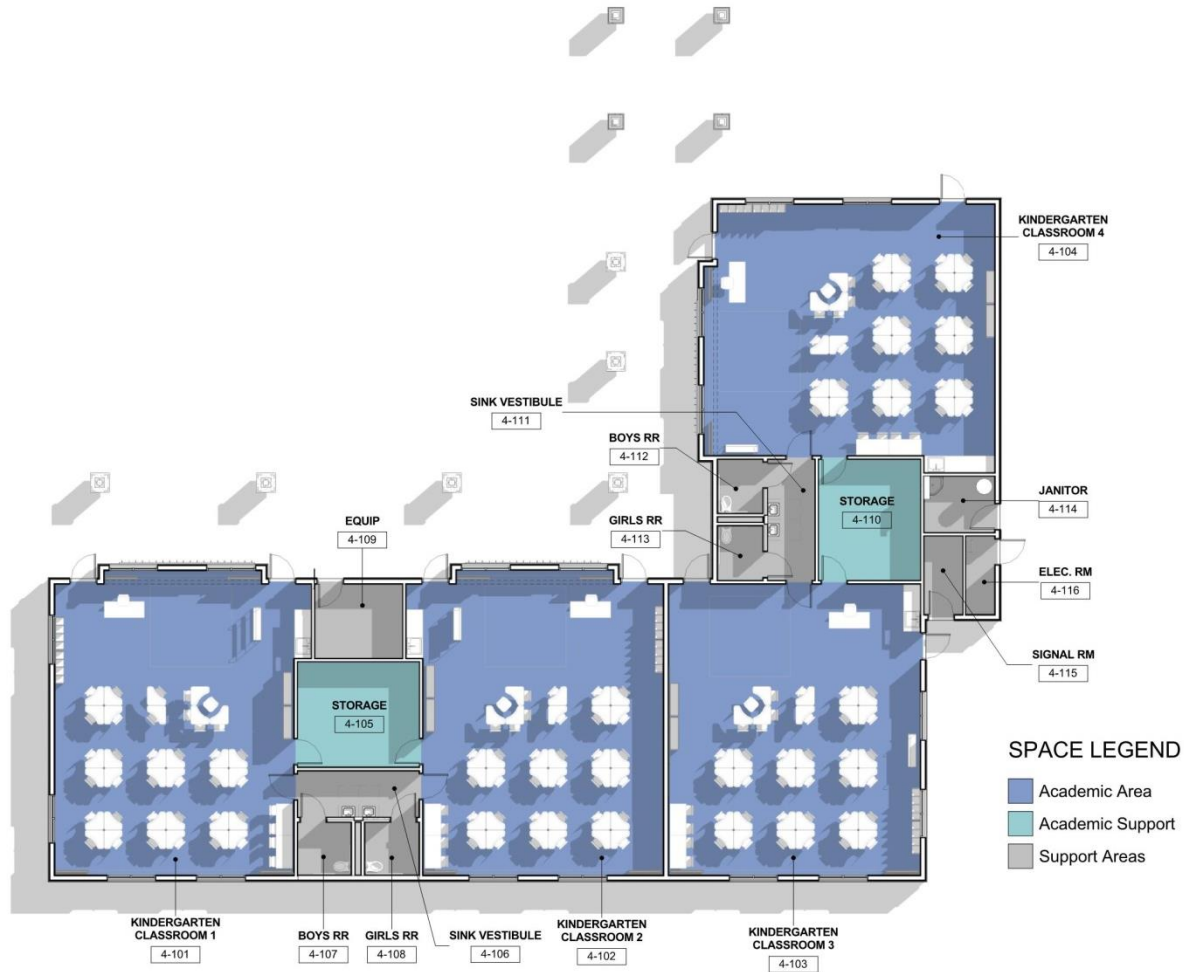
Administration Building Floor Plan



Elm Street Elementary Reconstruction



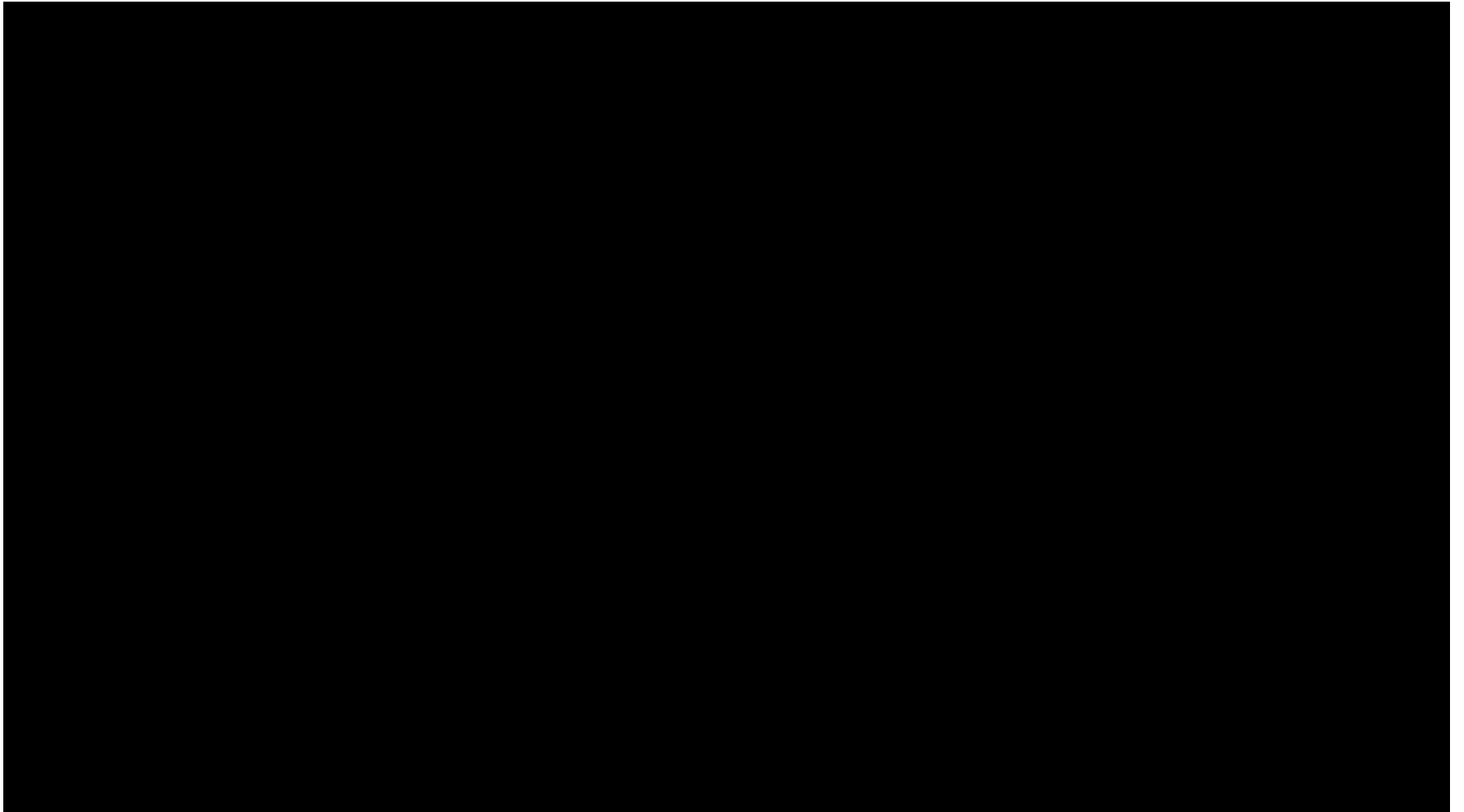
Kindergarten Floor Plan



Elm Street Elementary Reconstruction



The New Elm Street Elementary Virtual Tour



Elm Street Elementary Reconstruction



Entry Plaza View of Kindergarten and Administration Building



Elm Street Elementary Reconstruction



Entry Plaza View of Classroom and MPR Building



Elm Street Elementary Reconstruction



Playground View of Classroom and MPR Building



Elm Street Elementary Reconstruction



Kindergarten Building and Play Area



Elm Street Elementary Reconstruction



Street View Elevation



Elm Street Elementary Reconstruction



MPR Gymnasium Rendering



Elm Street Elementary Reconstruction



Administration Interior Rendering



Elm Street Elementary Reconstruction



Classroom Interior Rendering



Elm Street Elementary Reconstruction



Aerial View of Campus



Elm Street Elementary Reconstruction



Questions & Comments



PARTNER-IN-CHARGE:
Robert M. Simons, AIA
bsimons@sva-architects.com

PROJECT ARCHITECT:
Mel Tan, Architect
mtan@sva-architects.com

PROJECT MANAGER:
Tom Bardwell
tbardwell@sva-architects.com



Elm Street Elementary Reconstruction



BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 5/6/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Award of Field Contract #FC-P15-03637 – ESC HVAC Project (Cline/Cross)

Proposals were solicited for Field Contract #FC-P15-03637, ESC HVAC Project, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Friday, April 17, 2015. The scope of work involves the replacement of an air handler at the Educational Service Center.

It is requested that the Board of Trustees award Field Contract #FC-P15-03637 to West Coast Air Conditioning, in the amount of \$13,900.00. The project will be funded through Williams Reimbursement Funds.

FISCAL IMPACT:

\$13,900.00 – Williams Reimbursement Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director of Facilities, that the Board of Trustees award Field Contract #FC-P15-03637, ESC HVAC Project, in the amount of \$13,900.00 to West Coast Air Conditioning.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-03637, West Coast Air Conditioning (4 Pages)

DISTRICT GOAL(S):

- 5 – Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of May 6, 2015, between **WEST COAST AIR CONDITIONING** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Thirteen Thousand Nine Hundred Dollars (\$13,900.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ****PER ATTACHED SCOPE OF WORK AND QUOTE #WC-31545 DATED 3/9/15.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin May 8, 2015 & be completed by May 18, 2015.**

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

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

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

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

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

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

- | | | |
|---------------------------------------|--|--|
| <u> X </u> Scope of Work | <u> X </u> Subcontractor List | <u> </u> Performance Bond |
| <u> </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P15-03637</u> |
| <u> </u> Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>3/9/15</u> |
| <u> </u> Supplemental Conditions | | <u> </u> Other _____ |

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

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Larry Cross</u>	Date _____
Signature _____	Funding Source <u>Williams Reimbursement Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work satisfies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT.** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, it shall promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



WEST COAST AIR CONDITIONING

561-A Kinetic Drive • Oxnard, CA 93030

(805) 485-1410 • FAX (805) 981-7189

www.westcoast-air.com • STATE LIC. #710984

March 9, 2015

Oxnard School District
1051 South A St.
Oxnard, CA 93030
Lisa Franz / Larry Cross

Project: AH #6 Replacement
Location: 1051 South A St. Oxnard, CA

Quote#WC-31545

Dear Lisa / Larry:

West Coast Air Conditioning is pleased to present the following proposal:

Remove, recycle and replace existing air handler #6, we will adapt to all the existing utilities and ducting, this job is to be complete no later than 5/18/15, we have confirmed our proposed equipment is readily available, please see complete inclusions below.

Price Includes:

- Remove and properly dispose of one (1) existing 7.5 ton rooftop package unit
- Provide and install one (1) 7.5 ton, 11.0 EER, 2 stage cooling, 2 stage gas heat, 460v 3 ph with dry bulb economizer and **VFD** this unit is manufactured by Carrier M#48TCDD08A2A6
- Provide and install one (1) new high voltage disconnect switch
- Fabricate and install two (2) flex connectors
- Fabricate and install two (2) duct transitions
- Crane lift
- Condensate piping
- Fabricate and install two (2) galvanized pad support covers
- Provide and install one (1) new gas flex with shutoff valve
- Labor (**Prevailing Wages During Holiday Or Weekend**)
- Tax

Total: Thirteen Thousand, Nine Hundred Dollars (\$13,900.00)

Oxnard School District
1051 South A St.
Oxnard, CA 93030
Lisa Franz / Larry Cross
Page 2 of 2

Quote#WC-31545

Price excludes: Roofing, smoke detectors, smoke detector power supply, multiple unit interconnection, plan check fees, energy calculations, design drawings, and permits.

Payment is due in full within thirty (30) days.

Authorized
Signature: _____



Chris Pyne, Project Manager & Estimating

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Acceptance of Proposal: Signature: _____

Date: _____ Signature: _____

If this proposal is satisfactory, please sign and return a copy to our office. Thank you.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/CFW

Date of Meeting: 05/06/15

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____
- SECTION D: ACTION X
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF AMENDMENT #5 TO AGREEMENT #07-100 WITH CALDWELL FLORES WINTERS, INC. (MORALES/CFW)

BACKGROUND AND ANALYSIS

One July 11, 2007, the Oxnard School District (District) entered into an agreement (Agreement #07-100) with Caldwell Flores Winters, Inc. (CFW) to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions)(“Contract”). The District utilizes these financing instruments to fund its capital facilities improvements and other short and long-term commitments.

The original Contract had a term of five (5) years with an option to extend the term of the Agreement by a term mutually agreed upon by both parties. On June 27, 2012, the Board approved an extension to the term of the Contract for a period of three (3) years (Amendment #4 to Agreement #07-100). The current term of the Agreement expires on July 1, 2015.

Since 2007, CFW has assisted the District in the following accomplishments:

- The establishment of Measure “R”, the District’s \$90,000,000.00 general obligation bond program approved by voters in November 2012;
- The successful structuring and sale of \$59.6 million, to date, in Measure “R” bonds in support of the District’s Facilities Implementation Program including the construction of 21st century classrooms at 8 campuses, design of the new Elm and Lemonwood campuses, as well as the design and construction of the new Harrington Elementary campus;
- The securing of historic low interest rates for the tax payers for the first three series of Measure “R” bonds (an average borrowing rate of 3.78%);
- The successful refinancing of \$42.1 million in outstanding bonds resulting in approximately \$3.5 million in taxpayer savings over the remaining life of those bonds

Based on the excellent financial advisory services provided by CFW, the fact that the fees charged by CFW have not changed in over eight (8) years, and the successful accomplishments of the capital facilities program funded by the bond program, the District desires to extend CFW’s contract for a second time, to be effective May 7, 2015 through February 15, 2020. All other terms of the Contract, including the prior four (4) amendments to that Contract, would remain unchanged.

FISCAL IMPACT:

CFW’s fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District’s construction fund. As a result, the extension of the Contract does not impact the District’s General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board accepts and adopts Amendment #5 to Agreement #07-100 between the Oxnard School District and Caldwell Flores Winters, Inc.

ADDITIONAL MATERIAL

- Attached:
- Amendment #5 to Agreement #07-100 (1 page)
 - Amendment #4 to Agreement #07-100 (4 pages)
 - Amendment #3 to Agreement #07-100 (3 pages)
 - Amendment #2 to Agreement #07-100 (1 page)
 - Amendment #1 to Agreement #07-100 (2 pages)
 - Agreement #07-100 (6 pages)

AMENDMENT #5 TO AGREEMENT #07-100

The parties enter into this Amendment #5 to Agreement #07-100 Contract for Services by and between the Oxnard School District (hereinafter, the "District") of Ventura County and Caldwell Flores Winters, Inc (collectively, the "Parties"). This Amendment #5 shall be referred to hereinafter as the "Amendment"; the original contract between the parties entered into on July 11, 2007, shall be referred to hereinafter as "Contract". This Amendment is entered into, to be effective on the 6th day of May, 2015, the date of approval by the Board of Trustees of the District.

The Contract has been amended for a variety of reasons on four separate occasions to add additional services and, in one instance, to extend the term by an additional period of time. The parties value the contractual relationship and desire to further extend the term for an additional five (5) year period. Therefore, the Parties agree to modify Article IV of the Contract as amended by paragraph 2 of Amendment No. 4 as follows:

The provisions of the Paragraph IV of the Original Agreement entitled "TERM", later amended by Amendment #4, shall be replaced in its entirety with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for a period of five (5) years from that date. Upon agreement between the Parties, the term may be further extended for a period of additional five (5) year terms.

All other provisions, terms and conditions of the Contract, including the amendments thereto (Amendments 1 through 4) remain unchanged and in full force and effect.

In WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 6th day of May, 2015.

CALDWELL FLORES WINTERS, INC.

OXNARD SCHOOL DISTRICT

Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Dr. Cesar Morales, Superintendent
Oxnard School District

AMENDMENT #4 TO AGREEMENT #07-100

This amended contract for services (the “Amended Agreement” or the “Agreement”) is entered into on July 1, 2012, by and between Caldwell Flores Winters, Inc. (“CFW”), and the Oxnard School District of Ventura County (the “District,” and together with CFW, the “Parties”), amends and supplements the contract for services (the “Original Agreement”), entered into on the 11th day of July 2007, by and between CFW and the District.

1. The first Paragraph of Exhibit A referred to in paragraph I of the Original Agreement entitled “CONSULTANT SERVICES” is amended as follows:

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization (as defined below), if any.

2. The provisions of the Paragraph IV of the Original Agreement entitled “TERM” are hereby deleted in their entirety and replaced with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for three (3) years from that date. Upon agreement between the Parties, the Agreement may be extended for additional three (3) year terms.

Pursuant to Amendment #3 to the Original Agreement, the Parties agreed that CFW would provide consultant services to establish a general obligation bond program to be considered by the voters in the District on November 6, 2012. Provided the voters authorize general obligation bonds in the November 2012 election (the “2012 Authorization”), then notwithstanding the year-to-year term extensions set forth above, the term of this Agreement as it relates to bonds issued under the 2012 Authorization, shall extend to the date of issuance of the final series of bonds under the 2012 Authorization.

3. The provisions of the Paragraph VI of the Original Agreement entitled “TERMINATION” are hereby deleted in their entirety and replaced with the following provisions:

The District may terminate this Agreement for any reason or for no reason, on the date that is thirty (30) calendar days from the date written notice is given to CFW, or on any specified date thereafter (each, a “Termination Date”).

If termination is without cause, the District will pay CFW for any and all services completed up to and including the Termination Date; provided that if termination occurs prior to full completion of any task or service, the compensation for such task or service

will be based on the percent of completion, as agreed to by the Parties. The District will not be liable for any costs, expenses or compensation in excess of such amounts.

The District may also terminate for cause by setting the Termination Date to be twenty-one (21) days from the date of written notice describing the reason(s) for termination and specifying that if, within said period, CFW cures the condition or violation or make satisfactory arrangements for the correction thereof with the District, the notice will be rescinded. Cause shall include: (a) CFW's failure or refusal to reasonably perform the provisions of the scope of work; or (b) any act by CFW exposing the District to liability to others.

4. Portions of Paragraph VII of the Original Agreement entitled "NOTICES" are hereby revised as follows:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South "A" Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Ernesto R. Flores, President
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 1st day of July 2012.

CALDWELL FLORES WINTERS, INC.

OXNARD SCHOOL DISTRICT

Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Jeff Chancer, Superintendent
Oxnard School District

**EXHIBIT A
SCOPE OF WORK**

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization, if any.

I. Financial Advisory Services to Issue Bonds

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt

issuance, transfer of proceeds and preparation of draw schedule.

10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.
11. Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.
12. Assist the staff as needed in the implementation of the proposed bond program.

AMENDMENT # 3 TO CONTRACT FOR SERVICES

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this ____ day of March, 2012. This agreement amends Section XII.Fee and Exhibit A Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

SECTION XII. FEE

This section is amended to add the following fee for provision of additional services:

E. Services to Establish a General Obligation Bond Program

Pursuant to Exhibit A Section IV, CFW agrees to provide consultant services to establish a bond program. The fee for these services is a flat fee of \$45,000 and is completely contingent upon the passage of a general obligation bond by District. If District fails to call an election and/or if said election fails to be approved by local voters, the District is not obligated to compensate CFW for any personnel or expenses incurred to date for services to establish a general obligation bond program pursuant to this section.

F. Services to Conduct a Voter Opinion Survey

Pursuant to Exhibit A Section V, CFW agrees to provide a voter opinion survey. CFW shall be compensated a flat fee of \$22,500, payable upon presentation of survey results to the Board.

EXHIBIT A SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

IV. SERVICES TO ESTABLISH A GENERAL OBLIGATION BOND PROGRAM

In order to establish a general bond program for District consideration, CFW shall provide the following consultant services and:

1. Analyze the assessed valuation profile of the District, including existing tax rates and average assessed values, and conduct analysis of District's statutory bonding capacity and bond proceeds that may be generated immediately and over time
2. Recommend an optimal tax, tax rate, and method to assess the tax over the life of the proposed financing program
3. Establish the maximum level of bonded authorization to be undertaken and a proposed schedule for the issuance of bonds
4. Assist District in determining the feasibility of calling an election to authorize a general obligation bond program, including feedback from

stakeholders, responses from individual and group meetings and presentations

5. Establish and manage a timeline in coordination with District and County by which to call election, certify election results, and issue bonds
6. Assist team members in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, oversight committee, tax rate statement and ballot arguments and rebuttals, if needed
7. Work with the District and County to prepare any required tax rate statement; including the maximum amount of bonds authorized to be issued, the projected tax rates over the estimated life of the bond program and the estimated timing of bonds to be sold
8. Work with the District's planning consultants to:
 - a. Identify available sources of funds to fund proposed improvements including General Obligation bond proceeds, developer fees, and State Aid
 - b. Assist in the review of cost estimates and projected escalation over the life of the proposed program
 - c. Establish a cash flow projection of available sources and proposed uses of funds to meet the proposed improvement schedule
 - d. Provide a phasing plan of proposed improvements and available funds
 - e. Establish a capital and financing program for consideration by the District
9. Conduct public information program to inform public of proposed program and attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

V. SERVICES TO CONDUCT A VOTER OPION SURVEY

CFW agrees to provide a voter opinion survey for the District. The voter opinon survey will specifically test the public's attitude toward education in the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a voter-approved measure as well as themes that may appeal to voters. CFW agrees to provide the following services:

1. CFW agrees to design a voter opinion survey of likely voters in conjunction with District staff. The survey will take into consideration proposed projects by the planning consultant, alternate levels of funding, and voter attitudes towards education in the District

2. A statistically accurate sample of approximately 350-450 registered voters living within the District will be undertaken. A survey of this type has a margin of error of approximately 5% percent at the 95% confidence level
3. The demographic characteristics of the population interviewed will reflect the population of target voters in the District. This sample will represent target voters in the District across various demographic variables including age, gender, and political party affiliation
4. Trained professionals will interview the sample group through telephone interviews. The average interview typically lasts about 10-15 minutes
5. Provide presentation of survey results to the Board. CFW agrees to provide survey results and recommendations regarding the proposed capital program

APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this _____ day of March, 2012.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Jeff Chancer, Superintendent
Oxnard School District

AMENDMENT #2 TO AGREEMENT #07-100

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 19th day of August, 2009. This agreement amends Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same. Amendment #1 to this agreement was approved by the Board on July 15, 2009.

AMENDMENT TO EXHIBIT A, SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

V. Qualified School Construction Bonds

Caldwell Flores Winters, Inc. agrees to provide Financial Advisory Services for Qualified School Construction Bonds pursuant to Exhibit A, Section I, and:

1. Assist the District in evaluating financing options.
2. Prepare necessary applications for funding consideration.

APPROVAL

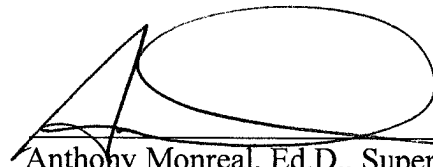
In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 19th day of August, 2009.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Anthony Monreal, Ed.D., Superintendent
Oxnard School District

AMENDMENT #1 TO AGREEMENT #07-100

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 15th day of July, 2009. This agreement amends Section XII, Fee and Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

AMENDMENT TO SECTION XII. FEE

This section is amended to add the following fee for provision of additional services:

D. Parcel Tax Consultant Services:

Pursuant to Exhibit A, Section III and IV, CFW agrees to provide consultant services to establish a parcel tax program and prepare the annual tax roll to be submitted to the County. The fee for services outlined in Exhibit A, Section III, is a one time flat fee of \$25,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. The fee for services outlined in Exhibit A, Section IV, is an annual fee of \$20,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. If District does not call an election and/or if said election fails to be approved by local voters, the District shall not be obligated to compensate CFW for any personnel or expenses incurred for the provision of the services outlined in Exhibit A, Section III and IV.

AMENDMENT TO EXHIBIT A, SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

III. Services to Establish a Parcel Tax Program

Caldwell Flores Winters, Inc. agrees to assist the District in the review and establishment of a parcel tax program by providing the following services:

1. Identify all taxable parcels within the District's boundaries.
2. Identify District goals and objectives for proposed parcel tax program.
3. Perform analyses of alternate revenue and taxing scenarios including various parcel tax exemptions (i.e. senior citizen, geographical, etc.), as needed.
4. Meet with staff to review program parameters, make necessary changes and establish program feasibility.
5. Assist District and legal counsel in the review and approval of all necessary resolutions to call the election.

6. Attend necessary Board meetings to present program information and receive comment, direction and approval.

IV. Services to Annually Administer a Parcel Tax Program

Caldwell Flores Winters, Inc. agrees to assist the District in the preparation of the annual parcel tax assessment roll by providing the following services:

1. Purchase APN database from County on an annual basis; establish database of District parcels.
2. Coordinate the formation of an account in the County to collect the tax.
3. Complete the documentation required by County.
4. Prepare an annual database of parcels, related data fields and corresponding tax levies per the county submission requirements, and submit same to County.
5. Request County to test the data; make changes as required.
6. Prepare all required transmittals, and submit final roll to County.
7. Prepare correction form pursuant to exceptions report, as required.
8. Track delinquencies and report same to District.
9. Respond to District inquiries as needed.

The parties agree that the District shall have no obligation to pay CFW for services under this Exhibit A, Section III and IV of until (1) the voters approve the parcel tax and (2) the District adopts a resolution to implement the parcel tax.

APPROVAL

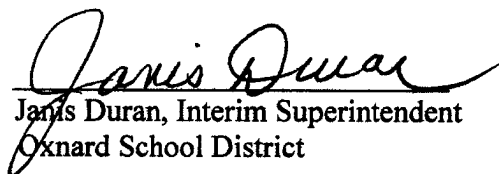
In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 15th day of July, 2009.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Janis Duran, Interim Superintendent
Oxnard School District

CONTRACT FOR SERVICES

This contract is entered into this 11th day of July 2007, and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County.

I. CONSULTANT SERVICES

Caldwell Flores Winters, Inc. agrees to provide the District with consultant services on an as needed basis as specified in Exhibit A, which by this reference is included and made a part of this contract.

II. DISTRICT COOPERATION

The District will cooperate with CFW by furnishing all necessary District records and an opportunity to consult with District personnel as necessary to perform required work.

A. Information

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis, to the best extent possible.

B. Additional Professional Services

District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent, etc.) as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

It is mutually agreed that CFW shall regard all information received during the performance of services pursuant to this Contract as confidential and shall not disclose such information to any other person without prior consent of the District.

IV. TERM

The term of this agreement shall commence upon the execution date of this agreement and shall terminate on July 1, 2012, unless extended by mutual agreement of both parties.

V. INTEGRATED CONTRACT

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, CFW shall be deemed in default in the performance of this agreement. Notice shall be given to CFW by District, as provided in this agreement, specifying the nature of such default and the steps necessary to cure such default. CFW shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default.

VII. NOTICES

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from CFW to District shall be addressed to District at:

Oxnard School District
ATTN: Dr. Rick Miller, Superintendent
1051 South "A" Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Ernesto R. Flores, President
2200 Powell Street, Suite 1205
Emeryville, CA 94608

VIII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

IX. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

X. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XI. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract for Services, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

XII. FEE FOR FINANCIAL ADVISORY SERVICES TO ISSUE BONDS:

A. Financial Advisory Services to Issue Bonds:

CFW agrees to provide financial advisory services to issue bonds pursuant to Exhibit A, Section I. CFW shall be compensated a flat fee of \$85,000 for each bond sale. Payment for financial advisory services and expenses shall be payable at the time of each bond sale solely from bond proceeds.

B. Expenses

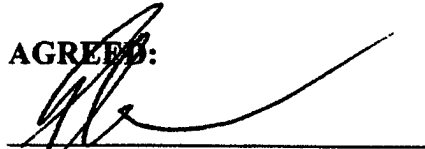
All out of pocket expenses incurred by CFW on behalf of the completion of the approved scope of work related to Section A above shall be reimbursed at their direct cost plus ten percent (10%) by the District. The payment of these expenses is completely contingent upon the approval and passage of a general obligation bond by District.

XIII. APPROVAL


In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this 11th day of July 2007.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Dr. Rick Miller, Superintendent
Oxnard School District

**EXHIBIT A
SCOPE OF WORK**

Caldwell Flores Winters, Inc. ("CFW") agrees to provide the following scope of work for the Oxnard School District ("District"). CFW agrees to act as the District's consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District.

I. Financial Advisory Services to Issue Bonds

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt issuance, transfer of proceeds and preparation of draw schedule.
10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.

11. **Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.**
12. **Assist the staff as needed in the implementation of the proposed bond program.**

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 05/06/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	<u> X </u>
SECTION F: BOARD POLICIES	_____

Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-16 fiscal year.

FISCAL IMPACT:

Information only.

RECOMMENDATION:

None- Information only.

ADDITIONAL MATERIAL(S):

Attached: None.



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	19	Regular Board Meeting
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

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

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-10-14

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.”