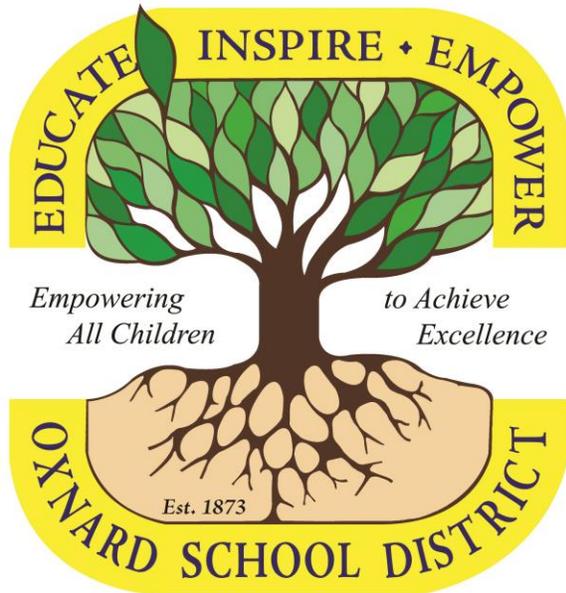


OXNARD SCHOOL DISTRICT

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

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

AGENDA #17 REGULAR BOARD MEETING

Wednesday, June 3, 2015

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

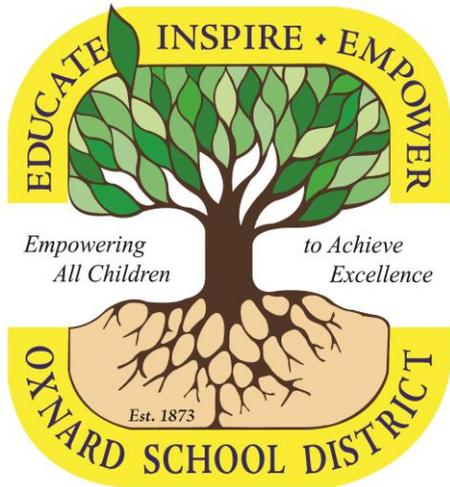
***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact 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 &
Verizon FIOS - Channel 37



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

Dr. Jodi Nocero, Principal of Brekke School, will introduce Nathan Hernandez, 5th grader in Mrs. Tracye Williams' 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 Ivan Juarez, 5th grader in Mrs. Tracye Williams' class.

A.4 Presentation by Brekke Staff

Dr. Jodi Nocoero will provide a short presentation to the Board regarding Brekke School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Student Recognition of Strawberry Festival Youth Art Contest Winner (Dr. Morales)

The Board will recognize Diamaya Avila, 6 grader at Curren School, who won the 2015 California Strawberry Festival's Youth Art Contest.

A.6 Student Recognition of "Advocate Your Awesomeness" Award (Dr. Morales/Thomas)

Representatives from the Region 8 After School Program Support Team will present an award to Pedro Valetin from Elm School.

A.7 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.8 Study Session – Oxnard School District 2015-2016 Local Control and Accountability Plan and 2015-2016 Adopted Budget (Cline)

The Board of Trustees will receive a presentation on the Oxnard School District's 2015-2016 Local Control and Accountability Plan (LCAP) and 2015-2016 Adopted Budget.

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the 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.

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.10 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
 - Conference with Legal Counsel – Existing Litigation: 1 case
 - T.S. and R.S. v. Oxnard School District – OAH Case No. 2015030889
2. Pursuant to Section 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 49070 of the Education Code the Board will consider student matters including:
 - 6:30 PM Hearing - Pursuant to Administrative Regulation 5125 – Student Records
4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP
Association(s): OEA, OSSA, CSEA;
and All Unrepresented Personnel - Administrators, Classified Management, Confidential
5. 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:
 - Director of Special Education
 - Chief Information Officer

A.11 Reconvene to Open Session

7:00 PM

A.12 Report Out of Closed Session

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

A.13 Recognition of Parent Volunteer of the Year (Dr. Morales)

The Board will recognize a Parent Volunteer of the Year from each of the District's Schools for 2014-2015.

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 Recognize Assistance League Operation School Bell (Dr. Morales/Phipps)

The Board will recognize the Assistance League Ventura County for sponsoring Operation School Bell, a program that provides new school clothing and supplies to students in our district.

A.15 Recognition of Mrs. Donna Burger for Thirty Years of Voluntary Service (Dr. Morales/Phipps)

The Board will recognize Mrs. Donna Burger who has volunteered more than 30 years of services as Parent Representative on the OSD School Attendance Review Board (SARB).

**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 – 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:
Board Discussion:

ROLL CALL VOTE:

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

B.3 Public Hearing – Oxnard School District 2015-16 Local Control and Accountability Plan (Cline)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2015-16 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 24, 2015 board meeting.

Presentation:
Board Discussion:
Public Comment:

B.4 Public Hearing – Oxnard School District 2015-16 Budget (Cline/Penanhoat)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2015-16 Adopted Budget prior to its adoption at the June 24, 2015 board meeting.

Presentation:
Board Discussion:
Public Comment:

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. Maria Elena Gutierrez, to Brekke School, donation of \$92.30 through her work, Wells Fargo Bank, and the workplace campaign to Brekke School, to support the students. | Nocero |
|---|--------|

C.2 Agreements

- | | |
|--|--------------------------|
| <p>It is recommended that the Board approve the following agreements:</p> | Dept/School |
| <ul style="list-style-type: none"> ▪ 1st Amendment to Agreement #14-34 with City of Oxnard, to provide two (2) School Resource Officers for the 2015-16 school year; amount not to exceed \$150,217.66, to be paid with School Safety Funds; | Dr. Morales/
Cline |
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #14-171 with Searle Creative Group, to cover material costs not included in the previous contract for the district's MSAP Program; original contract amount was for \$60,000.00. Amendment #1 is for an additional \$25,000.00, for a total cost of \$85,000.00 for the 2014-2015 school year; to be paid with MSAP Grant Funds; | Dr. Morales/
West |
| <ul style="list-style-type: none"> ▪ #14-224 with History Brought to Life, to provide two (2) assemblies at McKinna School on June 11, 2015; amount not to exceed \$765.00, to be paid with Donation Funds; | Dr. Morales/
Jenks |
| <ul style="list-style-type: none"> ▪ #14-226 with Solve for Pattern, to provide support in developing community partnerships consistent with the STEM Education Strategic Plan; amount not to exceed \$20,000.00, to be paid with MSAP Grant Funds; | Dr. Morales/
West |
| <ul style="list-style-type: none"> ▪ #14-227 with Ojai Raptor Center, to provide two (2) presentations at Fremont Middle School on June 5, 2015; amount not to exceed \$550.00, to be paid with Unrestricted General Funds; | Dr. Morales/
Brisbine |
| <ul style="list-style-type: none"> ▪ #14-228 with Education Through Nature, to provide three (3) presentations at Brekke School on June 8, 2015; amount not to exceed \$380.00, to be paid with PTA Funds; | Dr. Morales/
Nocero |
| <ul style="list-style-type: none"> ▪ #14-229 with Kenco Construction Services, to provide inspection services for the Flooring Replacement Project at Marshall School; amount not to exceed \$6,500.00, to be paid with General Funds; | Cline/
Gutierrez |
| <ul style="list-style-type: none"> ▪ #15-02 with Ventura County Office of Education, Special Circumstances Paraeducator Services; to provide exceptional services to special education students that consist of support from SCP's for the 2015-2016 school year, including Extended School Year; amount not to exceed \$101,051.28, to be paid with Special Education Funds; | Dr. Morales/
Phipps |
| <ul style="list-style-type: none"> ▪ #15-03 with Ventura County Office of Education, Language Arts Program, to provide professional development to the Oxnard Scholars After School Program Staff for the 2015-2016 school year; amount not to exceed \$10,500.00, to be paid with ASES Grant Funds; | Dr. Morales/
Thomas |

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

<p>It is recommended that the Board approve the following agreements:</p> <ul style="list-style-type: none"> ▪ #15-04 with Ventura County Office of Education, Math Program, to provide professional development to Oxnard Scholars After School Program Staff for the 2015-2016 school year; amount not to exceed \$15,000.00, to be paid with ASES Grant Funds; ▪ #15-05 with Dr. Staci Block, to provide professional development to Oxnard Scholars After School Program Staff for the 2015-2016 school year; amount not to exceed \$30,000.00, to be paid with After School Education and Safety Grant Funds; ▪ #15-06 with Sam Gliksman, to provide professional development to Oxnard Scholars After School Program Staff for the 2015-2016 school year; amount not to exceed \$30,000.00, to be paid with ASES Grant Funds; ▪ #15-07 with Children’s Resource Program/Ventura County Medical Resources Foundation, to provide health care services to students; at no cost to the District; ▪ #15-08 with PDAP of Ventura County Inc., to provide an Addiction Treatment Counselor for early intervention groups and individual students referred by faculty at identified schools in the Oxnard School District, at no cost to the District; ▪ #15-09 with Oxnard Union High School District, to provide opportunities for Oxnard School District students to work towards a “Seal of Biliteracy” that recognizes and encourages linguistic proficiency and cultural literacy, August 21, 2015 through June 30, 2016; at no cost to the District; ▪ #15-10 with All Languages Interpreting and Translating, to provide simultaneous translation services for board meetings in Spanish for the 2015-2016 school year; amount not to exceed \$12,000.00, to be paid with General Funds. 	<p>Dept/School Dr. Morales/ Thomas</p> <p>Dr. Morales/ Thomas</p> <p>Dr. Morales/ Thomas</p> <p>Dr. Morales/ Phipps</p> <p>Dr. Morales/ Phipps</p> <p>Dr. Morales/ Arellano</p> <p>Dr. Morales</p>
--	--

C.3 Ratification of Agreements

<p>It is recommended that the Board ratify the following agreements:</p> <ul style="list-style-type: none"> ▪ Amendment #5 to Agreement #14-48 with Assistance League, Non-Public School/NPS, to provide nonpublic school services for one (1) additional preschool student during the 2014-2015 school year, including Extended School Year; amount not to exceed \$2,205.00; 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, amendment #4 was for \$2,940.00; total contract amount is \$102,900.00, to be paid with Special Education Funds; ▪ #14-223 to Casa Pacifica School, to provide nonpublic schools services for Student #AM022900, for the 2014-2015 school year, beginning May 2015, including Extended School Year; amount not to exceed \$8,662.50, to be paid with Special Education Funds. 	<p>Dept/School Dr. Morales/ Phipps</p> <p>Dr. Morales/ Phipps</p>
---	---

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.4 Disclosure of Collective Bargaining Agreement with CSEA

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 California School Employees Association (CSEA), as presented.	Dept/School Cline
--	----------------------

C.5 Disclosure of Collective Bargaining Agreement with OSSA

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 Oxnard Support Services Association (OSSA), as presented.	Dept/School Cline
--	----------------------

C.6 Disclosure of Collective Bargaining Agreement with Management & Confidential

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 Management & Confidential employees, as presented.	Dept/School Cline
---	----------------------

C.7 Approval of Destruction of Records

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve the destruction of records that have reached the end of their hard copy retention period, as presented.	Dept/School Cline/ Franz
---	--------------------------------

C.8 Participation per Public Contract Code §20118 – OSD for the Purchase of Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, and DSA Shade Shelters

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve participation with the Colton Joint Unified School District Bid #15-04 for the district wide purchase of Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, and DSA Shade Shelters from Dave Bang Associates Inc., for the performance term of the Colton Joint Unified School District’s agreement. Any fees incurred will be charged to end user’s budget.	Dept/School Cline/ Franz
--	--------------------------------

C.9 Request for Approval of Increase to Meal Prices

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase of meal prices to \$2.25 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2015-2016 school year.	Dept/School Cline/ Picola
--	---------------------------------

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.10 Consider Approval of Work Authorization Letter (WAL) #002 for Tetra Tech To Perform Professional Construction Services Including an Environmental Review of the Proposed New Classroom Building at Marshall Elementary School

<p>It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees Approve WAL #002 for an environmental review consistent with CEQA of the proposed 12 classroom building at Marshall Elementary School and the reconfiguration of Marshall as a K-8 School (Project No. 7) per Master Agreement #13-132 with Tetra Tech; for a lump sum fixed fee of \$3,800.00, to be paid with Measure R and coded to District's Account 6171 – Site Costs – Environmental.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW</p>
---	--

C.11 Rejection of Liability Claim

<p>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 VCBA-06892.</p>	<p>Dept/School Vaca/ Magaña</p>
---	---

C.12 Personnel Actions

<p>It is recommended that the Board approve personnel actions, as submitted.</p>	<p>Dept/School Vaca/ Koch</p>
--	---------------------------------------

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 Consideration of Resolution #14-47 Approving and Adopting A Final Trustee Area Plan for the District’s Transition to a By-Trustee Area Election System; a Plan of Election from those Areas; and Recommending that the Ventura County Committee On School District Organization Approve the District’s Establishment of a By-Trustee Area Election System and Adopted Trustee Voting Area Plan (Dr. Morales)

It is the recommendation of the Superintendent that the Board of Trustees consider, approve and adopt Resolution #14-47 For A Final Trustee Area Plan for the District’s Transition to a By-Trustee Area Election System; a plan of election from those areas; and recommend that the Ventura County Committee On School District Organization approve the District’s establishment of a By-Trustee Area Election System and Adopted Trustee Voting Area Plan.

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

ROLL CALL VOTE:

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

D.2 Approval of Revised 2014-2015 Compensation for California School Employees Association (CSEA), Oxnard Supportive Services Association (OSSA), Confidential And Management Employees (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the 2014-2015 compensation revisions:

Employee Group	Compensation
California School Employees Association (CSEA)	▪ 1% towards anniversary increments retroactive to July 1, 2014
Oxnard Supportive Services Association (OSSA)	▪ 1% towards salaries retroactive to July 1, 2014
Confidential Employees *Confidential Employees	▪ 1% to increase Health & Welfare CAP retroactive to July 1, 2014
Certificated and Classified Employees *Management Employees	▪ 1% to increase Health & Welfare CAP retroactive to July 1, 2014

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

ROLL CALL VOTE:

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

D.3 Award of Formal Bid #14-02, Marshall School Floor Replacement Project (Cline/Gutierrez)

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #14-02 Marshall School Floor Replacement Project; in the amount of \$96,415.00, to be paid with General Funds; and enter into Agreement #14-225 with Prospectra Contract Flooring.

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 Resolution #14-46 – School Bus CNG Tank Replacement Grant Program (Cline/De St Jean)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Interim Transportation Manager that the Oxnard School District Board of Trustees adopt Resolution #14-46 for the Ventura County Air Pollution Control District’s School Bus CNG Tank Replacement Grant Program, no fiscal impact to the District.

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

ROLL CALL VOTE:

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

D.5 Consider Approval of Amendment #001 to Agreement #12-231 for SVA Architects to Provide Additional Architectural Services for Project No. 3 – Lemonwood School Reconstruction to Design an Early Childhood Development Facility (Dr. Morales/Cline/CFW, Inc.)

It is the recommendation of the Superintendent and Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, Inc., that the Board of Trustees approve Amendment #001 to Agreement #12-231 with SVA Architects to complete additional design services related to the design and construction of an Early Childhood Development facility at the Lemonwood School site during the Phase 3 of the school’s construction schedule; for a total lump sum fee amount of \$93,950.00, to be paid with Measure R Funds.

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

ROLL CALL VOTE:

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

D.6 Consider Approval of Amendment #001 to Agreement #12-240 for Dougherty & Dougherty Architects to Provide Additional Architectural Services for Project No. 4 – Harrington School Reconstruction to Design an Early Childhood Development Facility (Dr. Morales/Cline/CFW, Inc.)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in conjunction with CFW, Inc., that the Board of Trustees approve Amendment #001 to Agreement #12-240 with Dougherty & Dougherty Architects to complete additional design services related to the design and construction of an Early Childhood Development facility at the Harrington School site; for a total lump sum fee amount of \$108,500.00, to be paid with Measure R 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 E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

***E.1 Facilities Implementation Program, Kindergarten Through 5th Grade Facility Report
(Dr. Morales/CFW, Inc.)***

The Board of Trustees will receive a report/update on the Facilities Implementation Program as it relates to Kindergarten through the 5th grade.

**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**



**The Board of Trustees
of the
Oxnard School District**

Presents to

DIAMAYA AVILA
6th Grader
Curren Elementary School

**2015 CALIFORNIA STRAWBERRY FESTIVAL
YOUTH ART CONTEST WINNER**

June 3, 2015

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

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

Award Presentation: Advocate Your Awesomeness After School Program Winner (Morales/Thomas)

Representatives from the Region 8 After School Program Support Team will present an award to Pedro Valentin from Elm St. Elementary School. Pedro won an essay contest by answering the question "How has the after school program made you more awesome?"



To The

**ASSISTANCE LEAGUE
VENTURA COUNTY**

FOR SPONSORING

OPERATION SCHOOL BELL

**“A program that provides new school clothing and
supplies to students.”**

**In appreciation for your dedicated services to the
children of the Oxnard School District since 1993**

**Presented
This 3rd day of June, 2015**



**The Board of Trustees
Hereby presents to**

MRS. DONNA BURGER

**In appreciation
For 30+ years of volunteer services as a
Parent Representative on the Oxnard School District
School Attendance Review Board (SARB)**

**Presented
This 3rd day of June, 2015**



Oxnard School District

Trustee Areas

April 15, 2015

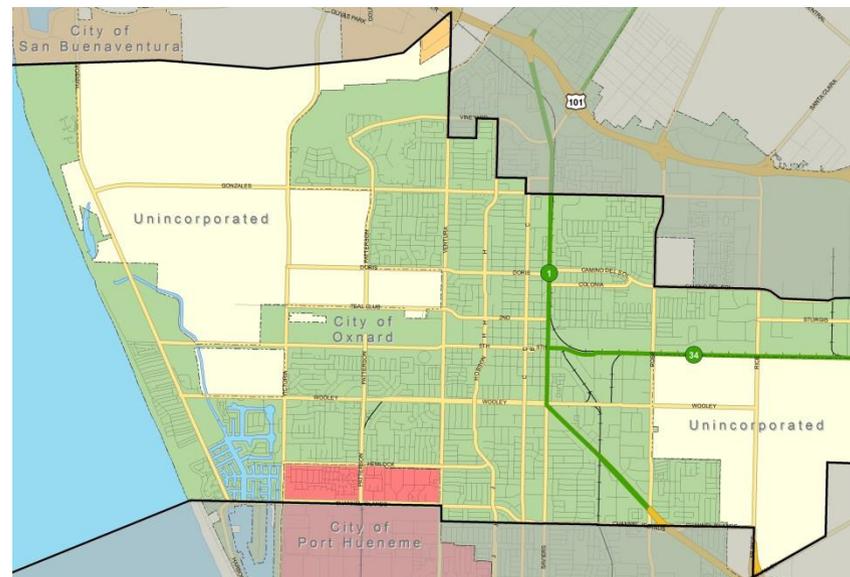
May 6, 2015

May 20, 2015

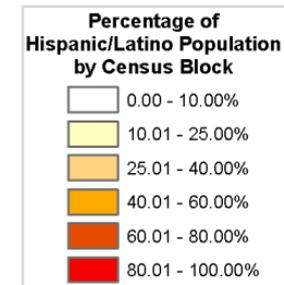
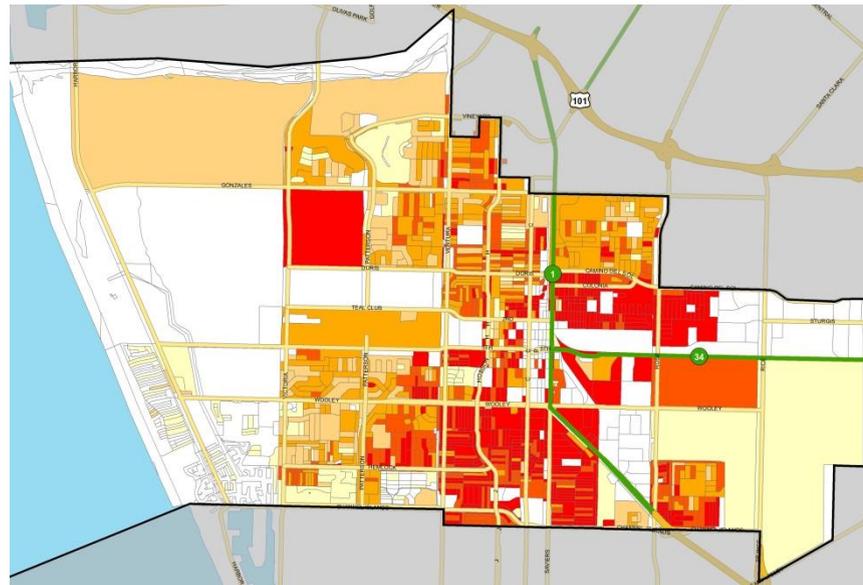
June 3, 2015

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%

Scenario B - Demographics

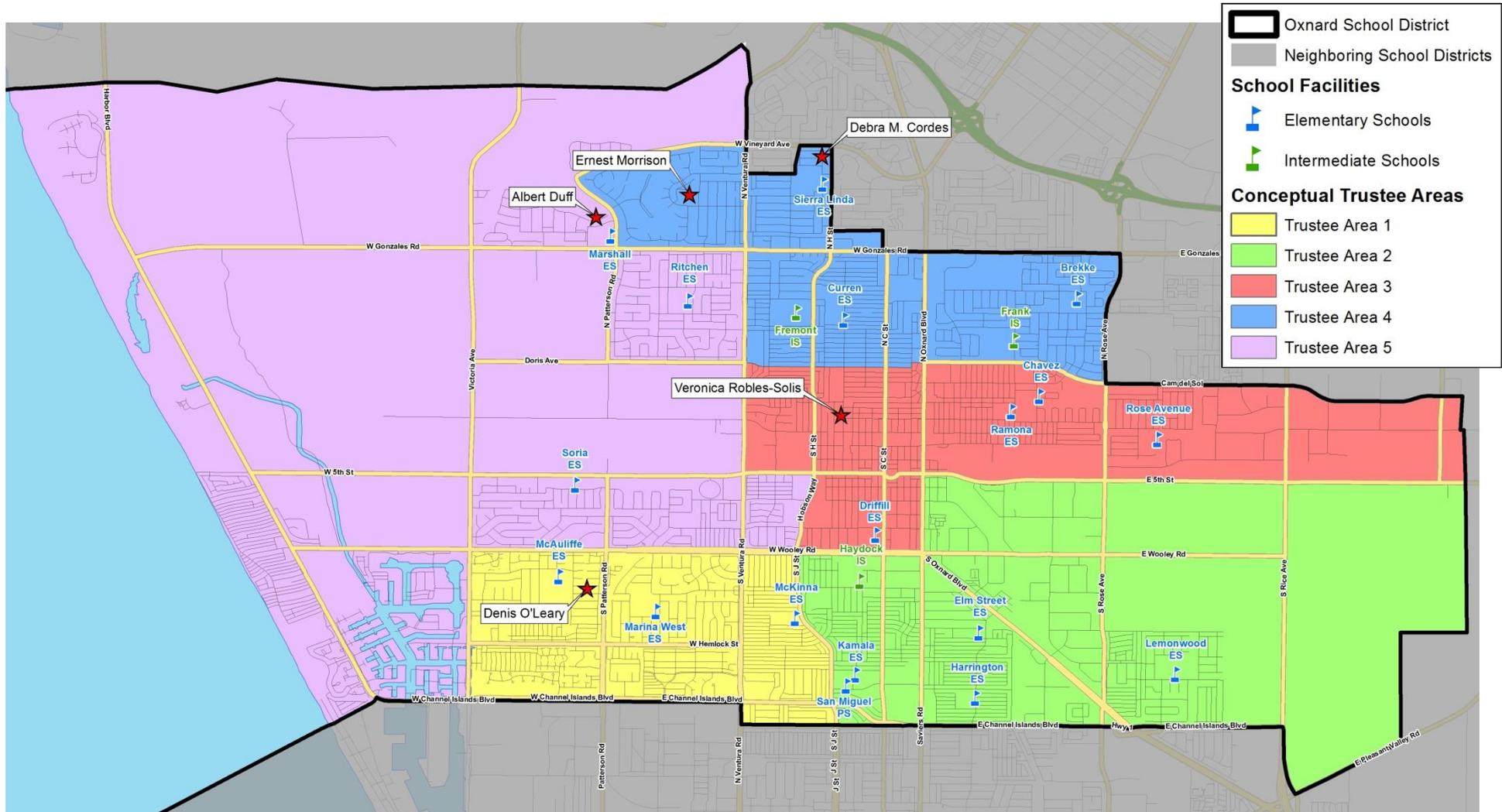
Total Population

	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: Lisa Cline

Date of Meeting: 6/3/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	<u> X </u>
SECTION C: CONSENT	_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2015-16 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Cline)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2015-16 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 24, 2015 Board meeting.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees open the public comment period for the Oxnard School District 2015-16 Local Control and Accountability Plan.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/3/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	<u> X </u>
SECTION C: CONSENT	_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2015-16 BUDGET (Cline/Penanhoat)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2015-16 Adopted Budget prior to its adoption at the June 24, 2015 Board meeting.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2015-16 Adopted Budget.

ADDITIONAL MATERIAL

Attached: Multi Year Projection (1 page)
 2015-16 Budget Adoption Reserves (1 page)

General Fund (Unrestricted & Restricted)		2014/15	2015/16	2016/17
REVENUES:				
1	Total LCFF Funding	\$125,832,922	\$148,879,400	\$151,669,307
2	Federal Revenues	\$18,113,267	\$13,685,506	\$13,709,506
3	Other State Revenues	\$12,228,944	\$10,578,603	\$10,578,603
4	Other Local Revenues	\$9,879,133	\$8,424,060	\$8,424,060
5	Contributions/Encroachments	(\$960,776)	(\$999,294)	(\$999,294)
TOTAL REVENUES		\$165,093,490	\$180,568,275	\$183,382,182
EXPENDITURES				
1 a	Base Certificated Salaries	\$74,020,184	\$79,306,159	\$79,306,159
	b Step & Column (1.5%)	\$0	\$0	\$1,136,616
	c COLA	\$0	\$0	\$0
Total Certificated Salaries		\$74,020,184	\$79,306,159	\$80,442,775
2 a	Base Classified Salaries	\$24,242,468	\$28,124,044	\$28,124,044
	b Step (1%)	\$0	\$0	\$390,527
	c COLA	\$0	\$0	
Total Classified Salaries		\$24,242,468	\$28,124,044	\$28,514,571
3	Employee Benefits	\$31,199,874	\$35,706,510	\$37,848,901
4	Books & Supplies	\$18,664,956	\$14,065,037	\$14,346,338
5	Services & Operating	\$22,369,579	\$19,554,404	\$19,945,492
6	Capital Outlay	\$1,771,995	\$85,000	\$85,000
7	Other Outgo	\$2,163,942	\$2,299,427	\$2,505,400
TOTAL EXPENDITURES		\$174,432,998	\$179,140,581	\$183,688,476
INCREASE/(DECREASE) IN FUND BALANCE		(\$9,339,508)	\$1,427,694	(\$306,294)
FUND BALANCE				
1	Beginning Fund Balance	\$21,680,426	\$12,340,918	\$13,768,612
3 a	Non-Spendable Balance			
	b Restricted Balance	\$115,459	\$120,000	\$120,000
	c Committed	\$1,017,289	\$1,594,333	
	d Assigned Balance	\$4,401,283	\$2,050,000	\$2,050,000
	e Reserved for Economic Uncertainties	\$5,263,316	\$5,422,997	\$5,510,657
UNASSIGNED ENDING BALANCE		\$1,543,571	\$4,581,282	\$5,781,661

2015-16 Budget Adoption Reserves

Substantiation of need for reserves greater than the state required minimum reserve for economic uncertainty

District: **Oxnard School District**

CDS #: 56-72538

The governing board of a school district that proposes to adopt a budget that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties, shall, at the Budget Adoption public hearing, provide:

- The minimum recommended reserve for economic uncertainties;
- The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget; and
- A statement of reasons to substantiate the need for reserves that are higher than the minimum recommended reserve.

		2015-16
Total General Fund Expenditures & Other Uses		\$ 179,140,581
Minimum Reserve requirement	3%	\$ 5,374,217
General Fund Combined Ending Fund Balance		\$ 13,768,612
Special Reserve Fund Ending Fund Balance		\$ -
Components of ending balance:		
Nonspendable (revolving, prepaid, etc.)		\$ 120,000
Restricted		\$ 1,594,333
Committed		\$ -
Assigned		\$ 2,050,000
Reserve for economic uncertainties		\$ 5,422,997
Unassigned and Unappropriated		\$ 4,581,282
Subtotal Assigned, Unassigned & Unappropriated		\$ 12,054,279
Total Components of ending balance		\$ 13,768,612
Assigned & Unassigned balances above the minimum reserve requirement		\$ ^{TRUE} 6,680,062

Statement of Reasons	
The District's Fund Balance includes assigned, unassigned and unappropriated components, that in total are greater than the Minimum Recommended Reserve for Economic Uncertainties because:	
<i>LCAP calls for saving sums of money for future purchases of textbooks and buses. This is to avoid a large expenditure hitting one budget cycle.</i>	
<i>The additional amount of reserves \$4,581,282 is to have at least 5%-6% in reserves. For a large District such as ours, 3% reserves only covers 10 days of payroll expenses. If there is an economic downturn, 1 month of payroll gives a little more time to make adjustments as needed.</i>	



Norman R. Brekke School
1400 Martin Luther King Jr. Drive
Oxnard, California 93030



Tel 805-385-1521

Fax 805-485-4467

To: Dr. Cesar Morales, Superintendent
From: Jodi Nocera 
Principal, Brekke School
Date: May 11, 2015
Re: Donation



Ms. Maria Elena Gutierrez parent of a Brekke School student Jocelyn Martinez, her address is 1121 Martin Luther King Jr. Dr., Oxnard, CA 93030, generously donated \$92.30 through her work Wells Fargo Bank and the workplace campaign to Brekke School. I respectfully request that the Board of Trustees be notified of both Ms. Gutierrez's monetary donation in support of the students at Brekke School.

Thank you

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

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 First Amendment to Agreement #14-34 – City of Oxnard (Morales/Cline)

At the Board meeting on July 23, 2014, the Board of Trustees approved Agreement #14-34 with the City of Oxnard, in the amount of \$105,478.92, to provide two (2) School Resource Officers for the 2014-15 school year.

The First Amendment is hereby presented for the Board’s consideration and approval revising the term of the agreement to July 1, 2015 through June 30, 2016, and the amount to \$150,217.66 for the 2015-16 school year.

FISCAL IMPACT:

\$150,217.66 – School Safety Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Superintendent, that the Board of Trustees approve the First Amendment to Agreement #14-34 with the City of Oxnard.

ADDITIONAL MATERIAL(S):

Attached: First Amendment, City of Oxnard (1 Page)
Agreement #14-34, City of Oxnard (7 Pages)

FIRST AMENDMENT TO OSD AGREEMENT #14-34 FOR SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

This First Amendment (“First Amendment”) to the Agreement for School Resource Officer Services and Cost Sharing (“Agreement”) is made and entered into in the County of Ventura, State of California, this 3rd day of June, 2015, to be effective on the 1st day of July, 2015 (“Effective Date”), by and between the City of Oxnard, a municipal corporation (“City”), and Oxnard School District (“OSD”). This First Amendment amends the Agreement entered into on July 1, 2014 by City and OSD.

City and OSD agree as follows:

1. Section 3 shall be replaced in its entirety with the following:

“Cost Sharing; Reimbursement, Method of Payment. City and OSD agree that OSD shall be obligated to fund forty-six percent (46%) of the cost to operate and administer the SRO program for FY 2015-2016 and that City shall be obligated to fund the balance. City shall submit to OSD an invoice in the amount of One Hundred Fifty Thousand, Two Hundred Seventeen Dollars and sixty-six cents (\$150,217.66) (46% of the cost of the officer) no less than thirty (30) days prior to June 30, 2016.”

City shall send invoices to: Lisa Cline, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

2. Section 6, “Term” – the term of the amended Agreement shall be from July 1, 2015 to June 30, 2016, unless earlier terminated as provided therein.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

Agreement No. 6679-14-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2014. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of two (2) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

COUNCIL APPROVAL
DATE 9/9/14 AGENDA # S-163

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Thirty two and three-tenths percent (32.3%) of the cost to operate and administer the SRO program for FY 2014-2015 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of One Hundred Five Thousand, Four Hundred Seventy-Eight Dollars and Ninety-two cents (\$105,478.92) (32.3% of the cost of the officers) no less than thirty (30)k days prior to June 30, 2015.

City shall send invoices to: Catherine Kawaguchi, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 18, 2014 to June 30, 2015, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:
Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated

fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

|||

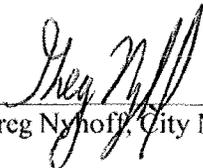
|||

|||

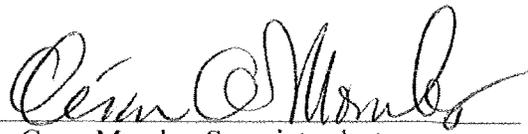
Signatures on following page

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

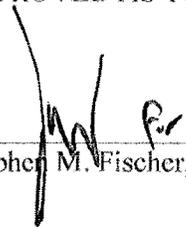


Greg Nyhoff, City Manager



Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT



Jeri Williams, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Cesar Morales

DATE OF MEETING: 6/3/15

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

Approval of Amendment #1 to Agreement #14-171 – Searle Creative Group (Morales/West)

At the Board meeting of December 10, 2014, the Board of Trustees approved Agreement #14-171 with Searle Creative Group for Consultant services for the 2014-2015 school year, in the amount not to exceed \$60,000.00.

Due to the need for material and supplemental acquisition for our district’s MSAP Program, the actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-171 by \$25,000.00 for a total cost of \$85,000.00 for 2014-2015. The increase is due to the material cost not previously included in the contract. The materials needed will include signage, promotional materials, murals and display boards for the Academies at the Middle Schools for the remainder of the 2014-15 school year.

FISCAL IMPACT:

Not to exceed \$25,000.00 - MSAP Funds.

RECOMMENDATION:

It is recommended by the Director, MSAP, and the Superintendent, that the Board of Trustees approve Amendment #1 to Agreement #14-171 with Searle Creative Group.

ADDITIONAL MATERIALS:

Attached: Amendment #1, Searle Creative Group (1 Page)
Agreement #14-171, Searle Creative Group (15 Pages)

**AMENDMENT #1 TO AGREEMENT #14-171 with
Searle Creative Group
June 3, 2015**

At the Board meeting of December 10, 2014, the Board of Trustees approved Agreement #14-171 with Searle Creative Group for Consultant services for the 2014-2015 school year, in the amount not to exceed \$60,000.00.

Due to the need for material and supplemental acquisition for our district's MSAP Program, the actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-171 by \$25,000.00 for a total cost of \$85,000.00 for 2014-2015. The increase is due to the material cost not previously included in the contract. The materials needed will include signage, promotional materials, murals and display boards for the Academies at the Middle Schools for the remainder of the 2014-15 school year.

SEARLE CREATIVE GROUP:

Kelly Meehan, Owner, Director

Date

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

OXNARD SCHOOL DISTRICT

AGREEMENT #14-171 FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 10th day of December, 2014 by and between the Oxnard School District ("District") and Searle Creative 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 **December 11, 2014 through September 1, 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 Sixty Thousand Dollars (\$60,000.00), plus \$80.00 per hour for additional Project Coordination, Marketing, Graphic Design (See Exhibit A) services if requested, 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 does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. Indemnification.

a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant

shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____(Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Catherine Kawaguchi
Phone: (805) 385.1501 x2301
Fax: (805) 486.7358

To Consultant: Searle Creative Group
1833 Portola Road Suite G
Ventura, CA 93003
Attention: Kellie Meehan
Phone: (805) 648-4403
Fax: (805) 275-1522

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. CATHERINE KAWAGUCHI 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:

SEARLE CREATIVE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Kellie Meehan, Owner, Director

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 45-4361758

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-171

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

Work in conjunction with Jonathan O'Brien and Sandy Point Ink, LLC, and Program Director Debra West to provide creative services for three Oxnard School District Academy Middle Schools: Fremont; Haydock, and Frank.

These creative services will support the program goals to "change how learning looks" to further students' learning, create a high quality, unified school "brand" that reflects these schools' high standards, boosts student and staff morale, and creates positive impact with parents and the community at large.

Scope of services includes:

- Working closely with Sandy Point Ink, Program Director, and Oxnard School District Superintendent to identify key opportunities to "change how learning looks".
- Meetings and communications as necessary with program leadership and school principals.
- Developing a project list and work plan that takes each schools' unique needs into account.
- Establishing project deliverables, timelines, benchmarks for creative work execution.
- Creative Graphic Design may include on-site environmental design (murals, signage); logo and identity design, print collateral, design for school-themed promotions and merchandise electronic marketing, websites, and more to support the image of each school.

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

Many projects are TBD, but scope of services and work product may include design and supervising production of on-site environmental design (murals, signage); logo and identity design, print collateral, design for school-themed promotions and merchandise electronic marketing, websites, and more to support the image of each school.

Printing and production is not included and will be invoiced separately.

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:

- Aimee Allred, Nicole Bosman, Joe Howard, Kayla Wilde, Kateryna Suvorova, Melissa Lenington, and other Searle Creative Group staff as required.

VI. Consultant will also utilize the following subcontractors to assist in accomplishing the Services (check one):

- Su-lin Rubalcava

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

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-171

COMPENSATION

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

Total Compensation Not to Exceed \$60,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed **\$80.00** 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 \$60,000.00 through September 2015, plus \$80.00 per hour for any additional services if requested, as provided in number 4 under the "OPERATIVE PROVISIONS" section of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-171

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:

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 D
TO AGREEMENT FOR CONSULTANT SERVICES #14-171

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement #14-224, History Brought to Life (Morales/Jenks)

History Brought to Life provides the opportunity for 4th & 5th grade students to use maps, costumes, and props to reenact events and characters that are part of California and Revolutionary War history (4th & 5th grade social studies standards). Each program is curriculum based and taken from state adopted social studies materials.

FISCAL IMPACT:

\$765.00 – Donation Funds

RECOMMENDATION:

It is the recommendation of the Principal, McKinna School, and the Superintendent, that the Board of Trustees approve Agreement #14-224 with History Brought to Life.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-224, History Brought to Life (1 Page)
Certificate of Insurance (2 Pages)

HUB INTERNATIONAL INS SVCS INC/PHS
PO BOX 33015
SAN ANTONIO TX 78265

OXNARD SCHOOL DISTRICT
ATTN: LISA FRANZ
PURCHASING DEPARTMENT
1051 S A ST
OXNARD CA 93030



CERTIFICATE OF LIABILITY INSURANCE

SE
R001DATE (MM/DD/YYYY)
5/4/2015

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 HUB INTERNATIONAL INS SVCS INC/PHS 255611 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD	
INSURED HISTORY BROUGHT TO LIFE JOEL GREENE PO BOX 1654 RANCHO CUCAMONGA CA 91729	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			72 SBM ZB7341	01/24/2015	01/24/2016	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> General Liab		<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY			72 SBM ZB7341	01/24/2015	01/24/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below								
N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE- EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$								

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

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 DEPARTMENT
 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. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement #14-226, Solve for Pattern (Morales/West)

Solve for Pattern will assist the Magnet School Assistance Program (MSAP) Director with developing community partnerships consistent with the STEM Education Strategic Plan. The community partners along with the expertise and experience in partnership building by Solve for Pattern consultants will steward the process to support the establishment of the Channel Coast Watershed Observatory. Those involved will meet, collaborate and develop material to communicate the overall project of the Channel Coast Watershed Observatory and recruit logistical and influential support to deploy the Channel Coast Watershed Observatory.

FISCAL IMPACT:

\$20,000.00 – MSAP Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Superintendent, that the Board of Trustees approve Agreement #14-226 with Solve for Pattern.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-226, Solve for Pattern (13 Pages)
Proposal (7 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-226

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of June, 2015 by and between the Oxnard School District (“District”) and Solve for Pattern (“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 **June 5, 2015** through **December 31, 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, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars (\$20,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Debra West
 Phone: (805) 385.1501 x2329
 Fax: (805) 486.7358

To Consultant: Solve for Pettern
 256 Villanova Avenue
 Ventura, CA 93003
 Attention: Marcella Klein Williams, Ed.D.
 Phone: (805) 320.7735
 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.** **DEBRA WEST** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

SOLVE FOR PATTERN:

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 #14-226

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-226
SERVICES

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

***PER ATTACHED PROPOSAL DATED MAY 9, 2015**

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

***PER ATTACHED PROPOSAL DATE MAY 9, 2015**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-226

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-226

COMPENSATION

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

*****TOTAL FEE NOT TO EXCEED \$20,000.00***

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

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

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

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

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-226

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #14-226

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 #14-226

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-226

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



SOLVE FOR PATTERN

Channel Coast Watershed Observatory

A collaborative project of Oxnard School District

OXNARD SCHOOL DISTRICT CONTACT:

Debra West
MSAP Grant Director
Tel: 805-890-6450
dwest@oxnardsd.org

SOLVE FOR PATTERN CONTACT:

Marcella Klein Williams
805-320-7735
mkleinwilliams@solveforpattern.com
May 9, 2015

This proposal is valid for up to sixty days after being presented. Please note that any prices indicated in this document are educated estimates only, and may not represent the final invoice. However, any changes in pricing will be discussed and agreed upon by the client.

In addition, by reading this proposal you are agreeing that any information contained herein is confidential and will not be shared with any third parties without the permission of Solve for Pattern.

Channel Coast Watershed Observatory

Channel Coast Watershed Observatory engages students and educators in the work of STEAM professionals. This collaborative effort harnesses the effort of education, public agencies, and local government to create a model of place-based learning that brings relevance to STEAM learning by sharpening 21st competencies against challenges that are real and possibilities that have yet to be imagined.

The aim is to deploy a series of specially equipped observational instruments strategically throughout the watershed of Ventura County to collect and record ocean and fresh water data for use by middle school stewards. This place-based learning brings relevance to STEAM learning and harnesses the ingenuity of fresh eyes on a predicted challenge the young will inherit. This collaborative effort harnesses the expertise and energy of a network of diverse partners to build the first Channel Coast Watershed Observatory.

Purpose:

Solve for Pattern prepared this proposal for Oxnard School District to provide support for developing community partnerships consistent with the [Federal STEM Education 5- Year Strategic Plan's](#) requirement to “Build new models for leveraging assets and expertise.” The Department of Education will play an increased role in improving P-12 STEM instruction by supporting partnerships among school districts and universities, science agencies, businesses, and other community partners to transform teaching and learning.

With expertise and experience in public education and partnership building, Solve for Pattern will steward the process to support the establishment of The Channel Coast Watershed Observatory:

Engage stakeholders in Channel Coast Watershed Observatory:

- Develop material to communicate the overall project and recruit logistical and influential support from stakeholders to deploy the Channel Coast Watershed Observatory.

Catalyze action of stakeholders in Channel Coast Watershed Observatory:

- Organize meetings for learning, strategizing, and partnership building
 - Monthly collaborative meetings
 - Celebratory launch
- Develop ongoing communication for stakeholders and to be used by stakeholders to win permission and support for the instrument siting
- Steward the permitting process for the instruments

Objectives	Proposed Actions
	<p>Oxnard School District’s MSAP grant committed to establish and build strong partnerships with parent/families, business, research facilities, nonprofits, and institutions of higher education.</p> <p>A successful Channel Coast Watershed Observatory will distinguish Oxnard School District as a leader in multi-sector efforts to leverage assets and expertise in support of innovative project/place-based STEAM learning.</p> <p>The Channel Coast Watershed Observatory is designed to use research based best practices, effective technologies, clear plans and pathways and interesting activities. This effort aims to stimulate curiosity and create learning activities to: engage students, inspire civic engagement, and support a college and career bound mindset.</p> <p>This project will create innovative and meaningful learning beyond the classroom and draw future students from diverse demographics to select one of the Oxnard STEAM Academies.</p>
<p>Start Date: 6/5/2015 End Date: 12/31/2015</p> <p>Institutions involved:</p> <p>Budget</p>	<p>6/5/2015 12/31/2015</p> <p>Oxnard School District, CSUCI, UCSB, UCSD, Washington College, Channel Islands National Park, NOAA, SCCOOS, Bureau of Ocean Energy Management, Sea Grant Program (USC), and Watershed Protection District (Ventura County)</p> <p style="text-align: right;">\$20,000</p> <p>Milestones and Deliverables</p>
<p>Support the Project Director in engaging multi-sector stakeholders in the Channel Coast Watershed Observatory development and implementation.</p>	<p>Develop material to communicate the project to stakeholders. Stakeholders include: Oxnard School District officials (internal and external) universities, science agencies, businesses, and other community partners (elected officials and parents).</p> <p>Recruit support from the community to assist with the implementation and sustainability of the project. Evidence would include ongoing commitment to sustain the project. As an example, Channel Islands National Park and UCSB would share the responsibility for ongoing maintenance of the instrument placed in the Anacapa Landing Cove.</p>
<p>Support the Project Director in catalyzing the action needed across the multi-sector stakeholder coalition to launch the Channel Coast Watershed Observatory.</p>	<p>Coordinate a multi-sector effort to create the Channel Coast Watershed Observatory. This coordination will leverage assets and expertise in support of innovative project/place-based student learning and result in a sustainable community partnership.</p> <p>Organize and support the facilitation of monthly collaborative meetings.</p> <p>Steward the permitting process for the instruments.</p> <p>Ensure connection between the Channel Coast Watershed Observatory and student learning.</p> <p>Plan the celebratory launch.</p> <p>Compose talking points and support ongoing communication.</p>

Objectives	Proposed Actions
<p>Oxnard School District’s MSAP grant committed to establish and build strong partnerships with parent/families, business, research facilities, nonprofits, and institutions of higher education.</p> <p>A successful Channel Coast Watershed Observatory will distinguish Oxnard School District as a leader in multi-sector efforts to leverage assets and expertise in support of innovative project/place-based STEAM learning.</p> <p>The Channel Coast Watershed Observatory is designed to use research based best practices, effective technologies, clear plans and pathways and interesting activities. This effort aims to stimulate curiosity and create learning activities to: engage students, inspire civic engagement, and support a college and career bound mindset.</p> <p>This project will create innovative and meaningful learning beyond the classroom and draw future students from diverse demographics to select one of the Oxnard STEAM Academies.</p>	
	<p>Articulate a sustainability plan for the Channel Coast Watershed Observatory.</p> <p>Support the construction of an evaluation plan related to the Channel Coast Watershed Observatory.</p>

PROJECT COST ESTIMATE:

\$20,000.00

PROJECT LENGTH ESTIMATE:

40 Days

WHO WE ARE:

We guide leaders in designing their future from innovation to impact through:

- Bold Partnerships
- Intentional Collaboration
- Courageous Innovation

WHAT WE DO:

We aim for comprehensive solutions that contributors co-construct, understand and embrace.

Our process is to:

- Identify a need or desire
- Scaffold the design of bold ideas
- Collectively define a comprehensive solution
- Co-construct an implementation map
- Collect feedback from the doers and thinkers
- Measure impact
- Iterate, rinse and repeat

Terms and Conditions

1. DEFINITIONS

'Consultant' means Solve for Pattern. 'Client' means the person, firm, company or organization for whom the Consultant is performing the Services. 'Agreement' means the contract referred to in Clause 2. 'Services' means the services to be performed by the Consultant in accordance with the proposal from the Consultant. 'Project' means the project or works for which the Client has commissioned the Services.

2. GENERAL

Unless and until a formal agreement is entered into, the Client's acceptance of the proposal for Services from the Consultant or a request for some or all the Services to be performed by the Consultant, shall constitute a binding contract between the Client and the Consultant which contract will be subject to any terms and conditions contained or referred to in the aforementioned proposal and these terms and conditions. In the event of any conflict, the terms and conditions in the proposal shall prevail over these terms and conditions. The Agreement so formed shall supersede all previous understandings, commitments or agreements whether written or oral between the Client and the Consultant relating to the subject matter hereof. No person or entity shall have any rights in relation to this Agreement, whether as third parties or otherwise, save the parties to this Agreement.

Should any term or condition of this Agreement be held to be unenforceable then such term or condition shall be disregarded and the remaining terms and conditions shall remain in full force and effect.

3. PERFORMANCE OF SERVICES AND SCOPE

The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services of similar scope size and complexity. The Consultant shall use reasonable endeavors to complete the Services within the time or program agreed but shall not be responsible for any delay beyond the reasonable control of the Consultant.

The fee contained in the proposal is for the scope of works as defined therein. If not already contained in the proposal the Consultant and the Client shall agree as an initial activity an integrated project design program to include the activities of all the parties to the Project relevant to the Services to be supplied by the Consultant. The aforesaid program shall show the key dates for final information and the delivery of such to the Consultant so as to enable the Consultant to carry out the design in an efficient once through manner to achieve the program delivery dates for the Services.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

(i) The Consultant and the Client shall keep confidential all information pertaining to the Services.

(ii) Copyright and intellectual property rights for all proposals, reports, documents and the like produced by the Consultant prior to and in the performance of the Services shall remain vested

with the Consultant but the Consultant shall grant an irrevocable royalty free license to the Client to use such reports, documents and the like for any purpose in connection with the Project after contract signing.

5. LIABILITY

(i) The Consultant shall be liable to pay compensation to the Client arising out of or in connection with this Agreement only if a breach of the duty of care in Clause 3 is established against the Consultant.

(ii) Notwithstanding any other term to the contrary in the Agreement or any related document the total liability of the Consultant under or in connection with the Agreement in the aggregate for all claims, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be limited to a sum equivalent to the fee payable under the Agreement or \$20,000, whichever is the lesser, or such other sum as may be expressly stated in the Consultant's proposal, provided always that any such liability of the Consultant shall be limited to such sum or sums as it would be just and equitable for the Consultant to pay having regard to the Consultant's responsibility for the same and on the basis that all other parties appointed or to be appointed by the Client to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Agreement and shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard to their responsibility for any loss or damage and providing that it shall be deemed that such parties have not limited or excluded their liability to the Client for such loss or damage in any way which may be prejudicial to the Consultant's liability under this clause. Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.

(iii) The Client shall indemnify and keep indemnified the Consultant from and against all claims, demands, proceedings, damages, costs and expenses arising out of or in connection with this Agreement or the Project in excess of the liability of the Consultant under this Agreement or which may be made in respect of events occurring after the expiry of the period of liability stated in this Agreement.

(iv) No action or proceedings under or in connection with this Agreement shall be commenced against the Consultant after the expiry of two years from completion of the Services.

6. CLIENT'S OBLIGATIONS

The Client shall supply, without charge and in such time so as not to delay or disrupt the performance of the Consultant in carrying out the Services, all necessary and relevant information, in his possession or available to him from his other agents or consultants and all necessary approvals or consents. The approval or consent by the Client to the Services shall not relieve the Consultant from any liability under this Agreement.

7. PAYMENT

(i) The Client shall pay the Consultant for the Services in accordance with the proposal and this Agreement. If the Consultant performs any additional services or if the Services are delayed or disrupted for reasons beyond the reasonable control of the Consultant then the Consultant shall be entitled to such additional fees as are fair and reasonable in the circumstances. The Consultant may render an invoice at monthly intervals for services properly performed. The

agreed invoice, or in the event of a dispute the undisputed element, shall be paid within 28 days of receipt of the invoice by the Client (the final date for payment).

(ii) The Client shall not withhold any payment of any sum or part of a sum due to the Consultant under the Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed between the Client and the Consultant as due to the Client or such sum arises from an award in adjudication, arbitration or litigation in favor of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.

8. TERMINATION

Either party may cancel this contract by issuing a Notice of Termination (30 day written notice) which includes the reason(s) for termination. If the contract is cancelled during the middle of the month, Consultant will be entitled to retain that entire month's compensation.

If a party is in breach of a material term of this Agreement and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith.

9. DISPUTE RESOLUTION

Any dispute between the parties that cannot be settled by mutual agreement shall be referred for final settlement to the arbitration of a person agreed between the parties.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement #14-227, Ojai Raptor Center (Morales/Brisbine)

Ojai Raptor Center will provide two presentations on June 5, 2015. The presentations will introduce students to various birds, including barn owls, as part of a Project-Based Learning activity centered around the book "Hoot".

FISCAL IMPACT:

\$550.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Principal, Fremont Middle School, and the Superintendent, that the Board of Trustees approve Agreement #14-227 with the Ojai Raptor Center.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-227, Ojai Raptor Center (1 Page)
Invoice (1 Page)
Certificate of Insurance (2 Pages)



Ojai Raptor Center Presentation Contract

Sponsoring school or organization: Fremont Middle School

E-mail/phone contact Attn: Caryn Zimmermann

Presentation facility or site: 1130 N M St. Oxnard, CA 93010

Presentation date and time: June 5th 2015 – 2 programs 9:30-10:30 & 10:42-11:32

The Sponsor agrees to provide the following for the Ojai Raptor Center (ORC) presentation. These requirements are for the ease and safety of the birds, the audience, and the presenters.

1. Two 8' tables which will be used to place the crates containing ORC birds.
2. A parking space as close as possible to where the presentation will take place, coned off for the ORC education vehicle. We have a Sprinter van which is about the size of a small Fed Ex vehicle.
3. A stage or presentation area set back 6' from the audience.
4. The presentation area should be heat/air controlled. ORC reserves the right to cancel program based on extreme weather, for example, a heavy rainstorm or over 100 degree heat. If this situation occurs, every attempt to reschedule will be made.

If any person acts unruly around the animals, ORC reserves the right to exit, and will require full payment of services.

Thank you for supporting the Education Ambassador Team. We hope to make a difference in the environment by providing education about our local wildlife.

Name of Sponsor's representative: Lisa A. Franz, Director, Purchasing

Signature of representative agreeing to the above terms:

Date: _____

Since this is such a short notice booking a signed and e-mailed copy back is sufficient acknowledgment. Thank you



**OJAI
RAPTOR
CENTER**

Ojai Raptor Center

PO Box 182.
Oak View, CA 93022
805-649-6884

Invoice No.

INVOICE

Customer

Name Fremont Middle School
Address 1130 N M St
City Oxnard , CA 93035
Phone attn: caryn Zimmerman

Date 5/19/2015
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
2	presentations with live birds of prey 6th grade 9:30-10:30 8th grade -10:42-11:32		\$325.00
			\$225.00
	\$100 deducted from 2cd program as we are already there. EIN # 77-054386		

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

Taxes

TOTAL **\$550.00**

Off

Made out to ORC

ORC

PO Box 182

Oak View , CA 93022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8-15-2014

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 Santa Barbara Insurance Agency 1920 De La Vina Santa Barbara, CA 93101	CONTACT NAME: Peter Georgi	FAX (A/C. No.): 805 682-7032	
	PHONE (A/C. No., Ext): 805 569-0731	E-MAIL ADDRESS: peter@sbinsagency.com	
INSURED Ojal Raptor Center P.O. Box 182 Oak View, CA 93022	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance		
	INSURER B: Travelers Insurance Company		
	INSURER C: State Fund		
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	2013-08533 NPO	8-1-2014	8-1-2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					MED EXP (Any one person) \$ 20,000
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					PERSONAL & ADV INJURY \$ 1,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS					GENERAL AGGREGATE \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OCCUR CLAIMS-MADE					\$
	DED RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	1882244-2013	9-19-2013	9-19-2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<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
B	Directors and Officers	X	105689430	12-13-2013	12-13-2014	\$1,000,000 Aggregate

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

CERTIFICATE HOLDER

CANCELLATION

Oxnard Unified School District

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 2013-0853

COMMERCIAL GENERAL LIABILITY

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

Name of Person or Organization:

Oxnard School District 1051 S. A Street Oxnard, CA 93030

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement #14-228, Education through Nature (Morales/Nocero)

Education through Nature will provide three presentations on June 8, 2015. This is a nature program that allows the audience to experience live animals in an up-close, interactive, and controlled setting. The unique teaching technique gives all students the opportunity to become active participants in the program.

FISCAL IMPACT:

\$380.00 – PTA

RECOMMENDATION:

It is the recommendation of the Principal, Brekke School, and the Superintendent, that the Board of Trustees approve Agreement #14-228 with Education through Nature.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-228, Education through Nature (1 Page)

EDUCATION THROUGH NATURE
INTERACTIVE WILDLIFE PROGRAMS!

05/20/15

PROGRAM CONTRACT #71874

SCHEDULED BY: Serena M. Chun

SCHOOL/ORGANIZATION/LOCATION: Norman R. Brekke Elementary School

ADDRESS: 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030

PHONE NUMBER: 805-385-1521

SCHEDULED DATE: Monday, June 8th, 2015

PROGRAM THEME: Amazing Animals (3 Sessions, 45 minutes per session)

PROGRAM TIME(S): _____

PROGRAM FEE: \$350.00

MILEAGE FEE: \$30.00 (Ventura County)

SUBTOTAL: \$380.00

TOTAL: \$380.00

TOTAL DUE ON 06-08-15: \$380.00
Payment can be made by check, cash, or credit card.
Please make check payable to Education Through Nature

PLEASE NOTE AND COMPLY WITH THE FOLLOWING GUIDELINES

- For the safety of our animals, programs are best presented indoors to avoid complications including: excessive heat, cold, wind, or rain. However, programs can be presented outdoors, should the weather be appropriate, which will be determined by our presenter on the program day. All outdoor presentations must include a shaded area of at least 10 x10 feet (canopy rental is available for an additional charge of \$15.00). This area will provide the needed shade for our animals and presenter only, and does not guarantee a shaded area for your guest. Should we be unable to carry out the presentation due to weather conditions, please have a backup indoor location or the program may be cancelled at your expense.
- An educator will arrive 30 minutes prior to the scheduled program time to set up, and will begin the presentation promptly at your scheduled time.
- Each program may consist of a variety of insects, arachnids, and mammals, however we cannot guarantee which species will be available on the scheduled day.
- Cancellation with two weeks notice.....Full Refund
- Cancellation with 24 hours notice.....No Cancellation fee
- Cancellation on scheduled program day.....No Refund

I have read, understood, and agree to all program guidelines herein contained.

SIGNED: _____ DATE: _____

PRINT NAME: Lisa A. Franz, Director, Purchasing

Please fax, mail, or email the signed contract to:

PHONE: 818-249-0236 FAX: 626-248-7832 EMAIL: info@educationthroughnature.com
282 Mariposa Avenue ~ Sierra Madre ~ CA ~ 91024
WWW.EDUCATIONTHROUGHNATURE.COM

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/3/15

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 #14-229 – Kenco Construction Services (Cline/Gutierrez)

Kenco Construction Services will provide inspection services for the Flooring Replacement Project at Marshall School. The inspector will ensure that the approved plans and specifications are completely executed by the contractor. The project consists of replacing 9,459 square feet of flooring due to moisture issues.

FISCAL IMPACT:

Not to exceed \$6,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #14-229 with Kenco Construction Services.

ADDITIONAL MATERIALS:

Attached: Agreement #14-229, Kenco Construction Services (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-229

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of June, 2015 by and between the Oxnard School District (“District”) and Kenco Construction Services Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 25, 2015 through August 25, 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 Six Thousand Five Hundred Dollars (\$6,500.00), 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)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

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

To Consultant: Kenco Construction Services Inc.
177 S. Anacapa Street
Ventura, CA 93001
Attention: Ken Hinge
Phone: (714) 981.2752
Fax: (805)967.3542

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:

KENCO CONSTRUCTION SERVICES 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 #14-229

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-229

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/14/15

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

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 #14-229

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-229

COMPENSATION

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

Total Compensation Not to Exceed \$6,500.00

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 \$6,500.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-229

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-229

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 #14-229

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 #14-229

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-229

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, **KENCO CONSTRUCTION SERVICES INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

www.kencoconstructionservices.com

DSA Cert #4922 – Class 1.

EIN #27-2782038

SOS Corp. # 3245180

"Building Safer Schools"

Proposal for QC/QA Inspection.

Date: 05-14-15

Project Client: Oxnard School District
1055 South C Street
Oxnard, Ca. 93030
(805) 385-1514

Project Name: **Marshall Elementary School**
2900 Thurgood Marshall Dr. Oxnard, Ca. 93036

DSA App. Number: A#: N/A File #: N/A

Scope of Work: On site QC/QA Inspection for the removal and replacement of flooring in Bldgs. 400, 500, & 600

Project Rate: **\$65.00 per hour for onsite QC/QA Inspections.**
Note: Inspections are estimated on a 4 hour a day part time bases,
There is a 4 hour minimum charge.
Pending District approval, it may be possible to avoid daily inspections.

Onsite Inspections: 25 days @ 4 hrs. = 100 hrs. \$ 6,500.00

Total Proposed Amount: \$ 6,500.00

NOTE: This proposal is an estimate.
Please be advised that all inspections are subject to contractor performance.
Therefore the total cost proposal is an estimate and subject to increase or credit.

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 5-14-15

X _____

District Authorized Agent
Oxnard School District
Date:

“KENCO HAS MOVED TO OXNARD”
Please see our new address
1230 Doris Ave. Oxnard, Ca. 93030

KENCO Construction Services, Inc.
1230 Doris Ave. Oxnard, Ca. 93030
Phone: (714) 981-2752 - e-mail: kenhinge@kenco-inc.com

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #15-02 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Morales/Phipps)

It is recommended that the Board of Trustees approve the service agreements with Ventura County Office of Education (VCOE) for the 2015-2016 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2015-2016:

EV031402	\$15,169.03	JA031802	\$ 7,817.75
BL091503	\$20,937.54	ML062907	\$11,726.67
AR111501	\$ 2,500.00	JB031702	\$ 8,165.42
JL080602	\$ 2,650.00	NC092306	\$24,715.67 <i>(includes bus aide)</i>
EC092902	\$ 7,369.20		

FISCAL IMPACT:

\$101,051.28 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement #15-02 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$101,051.28.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-02, Ventura County Office of Education (9 Pages)



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.

1. This agreement pertains to providing exceptional service(s) for, EV031402, 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>	UPCOMING: <u>2015-2016</u>
	()	(8/26/15-12/10/15)
(including ESY, if applicable)	\$ _____	\$ <u>15,169.03</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 \$ 15,169.03 for fiscal year 15-16

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 School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JA031802, 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>	UPCOMING: <u>2015-2016</u> (8/26/15-10/8/15)
(including ESY, if applicable)	\$ _____	+ \$ <u>7,817.75</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 \$ 7,817.75 for fiscal year 15-16

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 7, 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, BL091503, 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 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 1/7/2015 (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:	CURRENT: 2014-2015 ()	UPCOMING: 2015-2016 (8/26/15-1/7/16)
(including ESY, if applicable)	\$ _____	+ \$ 20,937.54

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 \$ 20,937.54 for fiscal year 15-16

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.

1. This agreement pertains to providing exceptional service(s) for, ML062907, 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> ()	UPCOMING: <u>2015-2016</u> (8/28/15-11/13/15)
(including ESY, if applicable)	\$ _____	+ \$ <u>11,726.67</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 \$ 11,726.67 for fiscal year 15-16

Please submit **two** original copies Oxnard School District-Purchasing Department



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.

1. This agreement pertains to providing exceptional service(s) for, AR111501, 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 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 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>	UPCOMING: <u>2015-2016</u>
	()	(8/26/15-2/19/16)
(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 15-16

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.

1. This agreement pertains to providing exceptional service(s) for, JB031702, 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:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	()	(8/26/15-10/29/15)
(including ESY, if applicable)	\$ _____	\$ <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 for fiscal year 15-16

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.

1. This agreement pertains to providing exceptional service(s) for JL080602, 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>	UPCOMING: <u>2015-2016</u>
	()	(8/26/15-1/21/16)
(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 15-16

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:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	()	(8/26/15-1/27/16)
(including ESY, if applicable)	\$ _____	\$ <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 15-16

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 15, 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, EC092902, 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 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 10/15/2014 (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>	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ _____	+(8/26/15-10/15/15) \$ <u>7,369.20</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 \$ 7,369.20 for fiscal year 15-16

Please submit **two** original copies Oxnard School District-Purchasing Department

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #15-03, Ventura County Office of Education – Language Arts Program (Morales/Thomas)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for seven total training dates during the 2015-16 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

Not to exceed \$10,500.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Curriculum, Instruction and Accountability, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-03 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-03, Ventura County Office of Education (1 Page)

**AGREEMENT #15-03 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the after school staff and program manager for the After School Programs of the Oxnard School District, hereafter called “**the District.**” The purpose is to train the staff and support the administrative intern of the After School Programs in their after school literacy program.

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting a quality after school program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide one half day orientation to the literacy program by a VCOE English Language Arts content specialist. (\$475 for half day of training plus \$775 for design and preparation of literacy program materials for orientation).
 - b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$475/half day presentation by literacy specialist and \$775/full day for design of monthly training and preparation of instructor and site materials. (VCOE graphic charges to be paid by the District.) Not to exceed 7 half days.
 - c. Develop a list of literacy materials and literacy literature for the literacy units (to be purchased by the District.)
 - d. Maintain ownership of all documents and data produced for the literacy program and the monthly literacy training sessions.
 - e. Provide handouts for each participant for above trainings (not to exceed 8 total trainings). VCOE graphic charges to be paid by the District. Graphic charges are not to exceed \$500.00.

2. **The District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment as requested (LCD projector, document camera, laptop and/or interactive white board)
 - c. Allocate an account for literacy materials and literacy literature for each site.
 - d. Support professional learning through regular classroom visits by the after school program manager to monitor and support implementation of new learning.
 - e. Pay Ventura County Office of Education for one content specialists plus additional charges for materials and printing costs not to exceed \$10,500.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2015 - June 30, 2016.

FOR THE OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

FOR THE VENTURA COUNTY OFFICE OF EDUCATION:

Valerie Chrisman, Ed.D., Associate Superintendent

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #15-04 – Ventura County Office of Education – Math Program (Morales/Thomas)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2015-16 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

Not to exceed \$15,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Curriculum, Instruction and Accountability, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-04 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-04, Ventura County Office of Education (1 Page)

**AGREEMENT #15-04 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after school staff and administrator of after school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Ventura County Office of Education** will work together toward promoting a quality after school program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide a one day orientation to the Building Numeracy math program by a VCOE math content specialist. (\$775 for full day of training + \$775 for design and preparation of math program materials for orientation)
 - b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$475/half day presentation by math specialist and \$775/ full day for design of monthly unit and preparation of instructor and site materials. (VCOE graphics charges to be paid by OSD).
 - c. Provide handouts to administrator of after school programs and after school staff. (VCOE graphics charges to be paid by OSD).
 - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD)
 - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the monthly math training sessions.
 - f. Total program costs for professional development, design and materials not to exceed \$15,000.00.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment (LCD projector, document camera, and laptop)
 - c. Allocate an account for math materials and math literature for each site.
 - d. Support trainings through regular classroom visits by the after school program administrator to monitor implementation of new learning.
 - e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services plus additional charges for materials and printing costs for the math units not to exceed \$15,000.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2015- June 30, 2016.

FOR THE OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

FOR THE VENTURA COUNTY OFFICE OF EDUCATION:

Valerie Chrisman, Ed.D., Associate Superintendent, Educational Services

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #15-05 – Dr. Staci Block (Morales/Thomas)

Dr. Staci Block will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for seven total training dates during the 2015-2016 school year, and will include lessons and curriculum that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting Oxnard Scholars staff with the implementation of Arts-Infused Learning.

FISCAL IMPACT:

Not to exceed \$30,000.00 – After School Education and Safety Grant

RECOMMENDATION:

It is the recommendation of the Interim Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-05 with Dr. Staci Block.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-05, Dr. Staci Block (1 Page)

**AGREEMENT #15-05 BETWEEN
DR. STACI BLOCK AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND CURRICULUM
IN AFTER SCHOOL PROGRAMS**

The scope of this document is to define the roles and responsibilities of Dr. Staci Block in training the after school staff and Manager Special Programs in the Oxnard School District (OSD). The purpose is to train the After School Program's staff and support the administration in Arts-Infused Learning for their visual and performing arts component during ASES hours of operation and according to the program plan.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Dr. Staci Block will work together toward promoting a quality after school program. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Dr. Staci Block agrees to:**
 - a. Provide an introduction and importance to Arts-Infused Learning.
 - b. Provide monthly training for August 2015 – June 2016: lessons, lesson implementation support, and/or coaching at \$550/ full day for Dr. Staci Block's professional development services. Each month it is estimated that Dr. Staci Block will provide three full days of support:
 - i. Monthly training
 - ii. Arts-integration lesson plans and curriculum
 - iii. Lesson implementation support and coaching to after school program arts instructors.
 - c. Create handouts for administration of ASES and after school program staff. (All graphics charges to be paid by OSD).
 - d. Develop and refine arts-infused units.
 - e. Develop a recommended supply of arts materials and a list of books for arts-infused units. OSD agrees to purchase these materials and supplies for each school sites after school program with ASES funds.
 - f. Maintain ownership of all documents and data produced in the training sessions.
 - g. Total program costs not to exceed \$30,000.00 for professional development and supplies.

2. **Oxnard School District- After School Education and Safety (ASES) agrees to:**
 - a. Provide site for training.
 - b. Provide LCD monitor set up.
 - c. Provide a set of books and arts materials to Dr. Staci Block for the purposes of curriculum design.
 - d. Provide a supply account for arts materials and supplies for training materials and school sites.
 - e. Support trainings by expecting regular classroom visits by the after school program administrative staff of after school programs to monitor implementation of new learning.
 - f. Pay Dr. Staci Block for three full days of support each month, which includes all of the monthly trainings, arts-integration lesson plans and curriculum, lesson implementation support and coaching to after school arts instructors in the amount not to exceed \$30,000.00.

Dr. Staci Block will monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2015 - June 30, 2016.

OXNARD SCHOOL DISTRICT:

STACI BLOCK, ED.D.:

Signature

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

Date

Signature

Staci Block, Ed.D.
Typed Name/Title

Date

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #15-06 – Sam Gliksman (Morales/Thomas)

Sam Gliksman will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur approximately 3 times per month during the 2015-16 school year, and will include lessons and curriculum that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting Oxnard Scholars staff with the implementation and use of iPads in the after school program.

FISCAL IMPACT:

Not to exceed \$30,000.00 – ASES

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-06 with Sam Gliksman.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-06, Sam Gliksman (2 Pages)

Memorandum of Understanding and Responsibility #15-06
Between
Sam Gliksman and Oxnard School District
For
Professional Development, Consulting and Program Support of the After School Program

The scope of this document is to define the roles and responsibilities of Sam Gliksman (Consultant) in training the after school program staff and manager special programs in the Oxnard School District (District). The purpose is to train the after school program staff and support the administration with technology based lessons and integration of iPads in the after school program.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the Oxnard School District and Sam Gliksman will work together towards promoting a quality after school program. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

1. Consultant will develop up to eight monthly units of curriculum for the after school literacy program.
2. Each monthly unit will be divided into eight lessons of forty minutes. Lesson plans will detail resources, apps and activities.
3. Monthly units will have a central theme. Consultant will meet with staff in charge of the literacy and arts programs to determine the monthly themes.
4. Monthly units will include a culminating digital project that will blend varying degrees of text, art, media and technology.
5. Consultant will maintain copyright and ownership of curriculum materials. Oxnard SD will maintain usage rights in perpetuity.

B. Training and mentoring

1. Consultant will deliver monthly on-site trainings to instructors. Trainings will be approximately ninety minutes in duration.
2. Consultant will visit and mentor instructors in the classroom as needed. This will be charged at the fee outlined below.

C. Program websites

1. Consultant will set up and maintain a website where instructors can access lesson plans and accompanying resources, interact and ask questions, review technology tutorials and more.
2. Consultant will set up and maintain a collaborative space where student projects can be shared within either the immediate classroom or the entire after-school community.
3. Oxnard SD will maintain ownership of websites and be responsible for any associated hosting fees.

D. Fees

1. Total cost of program will not exceed \$30,000.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.

- b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2016.
- 2. Hourly fees will be charged at \$145 an hour.
- 3. Travel expenses for site visits will be charged at \$120 per day.

E. Insurance and Clearance Requirements

- 1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
- 2. Pass a fingerprint screening as required by the Department of Justice.
- 3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District – After School Education and Safety (ASES) agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support trainings by expecting regular classroom visits by the after school program administrative staff to monitor implementation of new learning.
- D. Pay Sam Glikzman as outlined above.

Sam Glikzman will monitor this agreement to oversee implementation of project activity in coordination with the manager of special programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and board approval. The agreement will be in effect from July 1, 2015 through June 30, 2016.

OXNARD SCHOOL DISTRICT:

SAM GLIKSMAN:

Signature

Signature

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

Sam Glicksman
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #15-07, Children's Resource Program/Ventura County Medical Resources Foundation (Morales/Phipps)

The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

FISCAL IMPACT:

The Oxnard School District **will not be charged** for the services provided by Children's Resource Program/Ventura County Medical Resources Foundation.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-07 with Children's Resource Program/Ventura County Medical Resources Foundation.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-07, Children's Resource Program/Ventura County Medical Resource Foundation (2 Pages)

Memorandum of Understanding #15-07

Children's Resource Program/Ventura County Medical Resources Foundation and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Children's Resource Program / Ventura County Medical Resources Foundation and the Oxnard School District.

Purpose: The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

Term: The term of this MOU shall commence July 1, 2015 and shall terminate June 30, 2016.

Compensation: The Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resources Foundation.

Description of Services:

A. Oxnard School District agrees to the following:

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

B. Children's Resource Program/Ventura County Medical Resources Foundation agrees to the following:

1. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resources.

4. Children's Resource Program/Ventura County Medical Resources staff will respect and work in conjunction with the school and district policies and procedures.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

**CHILDREN'S RESOURCE PROGRAM/
VENTURA COUNTY MEDICAL
RESOURCES FOUNDATION**

OXNARD SCHOOL DISTRICT

Signature

Signature

Andres Guerrero

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #15-08, PDAP of Ventura County Inc. (Morales/Phipps)

Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff, and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse, and social skills for seeking positive peers. Brief (20-30 minutes) individual counseling sessions will also be conducted as needed.

FISCAL IMPACT:

No charge to the Oxnard School District.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-08 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #15-08, PDAP of Ventura County Inc. (2 Pages)

MEMORANDUM OF UNDERSTANDING #15-08

PDAP of Ventura County, Inc.
and
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between PDAP of Ventura County, Inc. 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. PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District.

Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse and social skills for seeking positive peers. Brief (20 to 30 minute) individual counseling sessions will also be conducted as needed.

TERM: The term of this MOU shall commence July 1, 2015 – June 30, 2016

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by PDAP 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 PDAP staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

- Utilize Oxnard School District approved parent permission slips for participation prior to students being served, including OSD HIPPA Release of Information Form.

B. PDAP agrees to the following:

- Provide an Addiction Treatment Counselor at all agreed sites.
- Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
- Follow Oxnard School District and PDAP procedures concerning client confidentiality.
- Provide individual and group supervision to Counselors.
- Provide representation at meetings convened by the Oxnard School District to review the program.
- Be responsible for having all counselors screened and fingerprinted and testing for TB at their cost prior to beginning the program. PDAP will be responsible for ensuring that all counselors sent to the school sites have proper clearance to work with children as well as a cleared TB test.
- PDAP will provide documentation of liability insurance with OSD listed as additional Insured.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

PDAP OF VENTURA COUNTY, INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Ginny Connell, Executive Director
Typed Name/Title

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

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #15-09 – Oxnard Union High School District - Spanish Courses (Morales/Arellano)

The purpose of this Agreement/Memorandum of Understanding (MOU) is to set forth the specific agreements made between its parties for the purpose of benefitting Oxnard School District students in being placed in advanced level courses in high school Spanish. Oxnard School District and Oxnard Union High School District will collaborate to provide opportunities for students to work toward a “Seal of Biliteracy” that recognizes and encourages linguistic proficiency and cultural literacy, as well as rewards students who can demonstrate proficiency in speaking, reading, and writing Spanish in addition to English.

Term of Agreement: August 21, 2015 through June 30, 2016

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended by the Director, English Learner Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-09 with the Oxnard Union High School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-09, Oxnard Union High School District (2 Pages)



OXNARD SCHOOL DISTRICT

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

Spanish Courses

MEMORANDUM OF UNDERSTANDING #15-09

Date: August 1, 2015 to June 30, 2016

Parties: Oxnard School District and Oxnard Union High School District

Purpose: The purpose of this Memorandum of Understanding (MOU) is to set forth the specific agreements made between its parties for the purpose of benefiting Oxnard School District students in being placed in advanced level courses in high school Spanish. Oxnard School District and Oxnard Union High School District will collaborate to provide opportunities for students to work toward a "Seal of Biliteracy" that recognizes and encourages linguistic proficiency and cultural literacy, as well as rewards students who can demonstrate proficiency in speaking, reading, and writing in Spanish in addition to English.

The Oxnard School District (OSD) will make the following assurances to the Oxnard Union High School District (OUHSD):

- OSD will offer Spanish language classes at the following schools: Chavez, Curren, Driffill, Frank, Fremont, Haydock, Kamala, Lemonwood and Soria.
- In these classes and in the future, the OSD teachers use the same textbooks as those used in Spanish 1 and 2 in the OUHSD.
- The OSD teachers teaching these classes are highly qualified teachers according to the expectations of No Child Left Behind.
- Spanish 1 and 2 include approximately 53 instructional minutes per day.
- Spanish 1 and 2 are year-long courses in the OSD.
- The OSD will provide a transcript to the OUHSD in PDF for those students who meet the transfer requirements at the end of the 8th grade.

The Oxnard School District (OSD) requests that the Oxnard Union High School District (OUHSD) agree to the following assurances between the two districts:

- If the OSD student has earned a "C" grade or higher in Spanish 1 and/or 2, the OUHSD will admit the student into the next higher level Spanish language class upon the student's request.
- No entry-level Spanish language test will be required of the OSD student.



OXNARD SCHOOL DISTRICT

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

Either party to this MOU may withdraw from it by giving written notice from an appropriate authority to an appropriate authority of the other party. The MOU will be considered void 30 days after delivery of such written notice.

Signatures:

Oxnard School District

Oxnard Union High School District

Dr. Cesar Morales
Superintendent

Dr. Gabe Soumakian
Superintendent

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 06-03-15

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

Approval of Agreement #15-10 with All Languages Interpreting and Translating

DESCRIPTION:

The District is in its third year of outsourcing the work of providing simultaneous translation services for the board meetings in Spanish. All Languages Interpreting and Translating will have provided simultaneous translating services for the regular board meetings of September 5, 2012 through June 24, 2015, for an estimated annual cost of \$12,000.00 which was paid with General Funds.

Agreement # 15-10 with All Languages Interpreting and Translating to provide simultaneous translation (English/Spanish) at Board Meetings scheduled beginning August 3, 2015 through June 30, 2016.

FISCAL IMPACT:

The cost for services will remain the same as the previous agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount to be paid would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is the recommendation of the District Superintendent that the Board of Trustees approve Agreement #15-10 with All Language Interpreting and Translating.

ADDITIONAL MATERIAL(S):

- Agreement #15-10

GOALS:

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

OXNARD SCHOOL DISTRICT

Agreement #15-10

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of June, 2015 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2015** through **June 30, 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, including reimbursement for actual expenses, shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Cesar Morales
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ALL LANGUAGES INTERPRETING & TRANSLATING:

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 #15-10

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-10

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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. N/A	
C. N/A	
D. N/A	

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #15-10

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-10

COMPENSATION

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

**\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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

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

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

IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
 Project #15-10

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-10

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #15-10

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 #15-10

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-10

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ALL LANGUAGES INTERPRETING & TRANSLATING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

May 12, 2015

Presented to:

ATTN.: MS. SYLVIA CARABAJAL
EXECUTIVE ASSISTANT TO THE
OFFICE OF THE SUPERINTENDENT
OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings mentioned in our conversation.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours, additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

I am enclosing the contract from last year, as mentioned earlier today, our fee for the services will not change.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/3/15

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 #5 to Agreement #14-48 - Assistance League, Non-Public School, NPS (Morales/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.

At the Board meeting of May 6, 2015, the Board of Trustees ratified Amendment #4 in the amount of \$2,940.00 to cover an increase in services bringing the total agreement amount to \$100,695.00. The increase was due to the placement of one (1) more preschool student 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 \$2,205.00 for a total cost of \$102,900.00 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: XJ032012

FISCAL IMPACT:

Tuition Pre-K Grade: \$735 monthly rate x 3 months = \$ 2,205.00
(including Extended School Year)

Grand Total: \$2,205.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees ratify Amendment #5 to Agreement #14-48 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #5, Assistance League (1 Page)
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 #5 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
June 3, 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.

At the Board meeting of May 6, 2015, the Board of Trustees ratified Amendment #4 in the amount of \$2,940.00 to cover an increase in services bringing the total agreement amount to \$100,695.00. The increase was due to the placement of one (1) more preschool student 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 \$2,205.00 for a total cost of \$102,900.00 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: XJ032012

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**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

Page 3
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

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

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. Cesar Morales

Date of Meeting: 6/3/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES _____

 X

1st Reading _____ 2nd Reading _____

Ratification of Agreement #14-223 – Casa Pacifica School (Morales/Phipps)

Requesting ratification for Non-Public School (NPS) services for Student AM022900, for the 2014-2015 school year, beginning May 2015, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AM022900

FISCAL IMPACT:

Tuition: \$149.00 per diem x 45 days = \$6,705.00
(Including 20 days of Extended School Year)

Individual Counseling: \$105 per hr. x 90 mins. monthly = \$157.50 x 3 mos. = \$472.50

Transportation: \$33 Round trip daily rate, for 45 days = \$1,485.00

Grand Total: \$8,662.50 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees ratify Agreement #14-223 with Casa Pacifica School, NPS, in the amount not to exceed \$8,662.50.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-223, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-223

THIS AGREEMENT, made and entered into this 3rd day of June 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: AM022900

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2014-2015** school year at a daily rate of \$149 for 45 days through July 7, 2015, this includes 20 days of Extended School year; individual counseling services for 90 minutes monthly for 3 months at a \$105 hourly rate, and a \$33 daily rate for round trip transportation; services not to exceed **\$8,662.50.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-223

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$8,662.50** for **Student: AM022900**.
10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-223

Page 3

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-223

Page 4

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Michael Redard, Chief Financial Officer
Casa Pacifica School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: June 3, 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 CSEA (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 CSEA are presented herewith for the Board’s information. On May 18, 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

\$314,505.00 for each of the 2014-15 and 2015-16 fiscal years, 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 CSEA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with CSEA (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: California School Employees Association (CSEA)

The proposed agreement covers the period:

Beginning: 7/1/2014

Ending: 6/30/2016

Employee Type:

Certificated: _____

Classified: X

The proposed agreement will be acted upon by the Governing Board

at its meeting on: June 3, 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)	\$ 22,129,475	\$ 270,421 1.22%	\$ 270,421 1.22%	\$ 270,421 1.22%
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		%	%	%
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,945,323	\$ 44,084 0.89%	\$ 44,084 0.89%	\$ 44,084 0.89%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 4,458,553	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 31,533,351	\$ 314,505 1.00%	\$ 314,505 1.00%	\$ 314,505 1.00%
7.	Total Number (FTE) of Represented Employees	# 543	# 543	# 543	# 543
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 58,080	\$ 579 1.00%	\$ 579 1.00%	\$ 579 1.00%
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 238	%	%	%
	-Maximum Daily Rate	\$ 475	%	%	%
	-Substitute Daily Rate	\$ 118	%	%	%
9b.	- Annual Health/Welfare Benefit amount per FTE				
	<input type="checkbox"/> Actual <input checked="" type="checkbox"/> Capped		%	%	%

Please include comments and explanations as necessary: _____

 Increase in longevity increments

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.):

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.):

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

None

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

No

F. Source of Funding for the Proposed Agreement:

1. Current Year:

On-going general fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

On-going general fund

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):

Based on LCFF calculator proposed funding levels

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)	\$ 157,395,993
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)	\$ 4,721,880

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 9,009,000
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 3,801,915
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted Unrestricted Reserves	\$ 12,810,915

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)

5-15-15
Date



District Chief Business Official
(Signature)

5-14-15
Date

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of_12-10-14)	(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)	125,566,777			125,566,777
Remaining Revenues (8100-8799)	31,911,767			31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806	0		69,366,806
2000 Classified Salaries	23,518,028	270,421		23,788,449
3000 Employees' Benefits	32,317,684	44,084		32,361,768
4000 Books and Supplies	9,411,092			9,411,092
5000 Services and Operating Expenses	18,659,355	0		18,659,355
6000 Capital Outlay	443,300	0		443,300
7100-7499 Other	2,409,974	0		2,409,974
TOTAL EXPENDITURES	156,126,239	314,505	0	156,440,744
OPERATING SURPLUS (DEFICIT)	1,352,305	(314,505)	0	1,037,800
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249			955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	397,056	(314,505)	0	82,551
BEGINNING BALANCE	13,088,879			13,088,879
CURRENT YEAR ENDING BALANCE	13,485,935	(314,505)	0	13,171,430
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	170,515			170,515
Committed (9750 / 9760)	0			0
Assigned (9780)	0			0
Reserve for Economic Uncertainties (9789)	9,009,000			9,009,000
Unappropriated Amounts (9790)	4,116,420	(314,505)	0	3,801,915

* 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:

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: June 3, 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 OSSA (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 OSSA are presented herewith for the Board’s information. On May 18, 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

\$73,415.00 for each of the 2014-15 and 2015-16 fiscal years, 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 OSSA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OSSA (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 Support Services Association

The proposed agreement covers the period:
 Beginning: 7/1/2014 Employee Type: Certificated: X
 Ending: 6/30/2016 Classified: _____

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 3, 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)	\$ 6,179,175	\$ 52,439 0.85%	\$ 52,439 0.85%	52,439 0.85%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,162,261	\$ 20,976 1.80%	\$ 20,976 1.80%	\$ 20,976 1.80%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ 0 #DIV/0!	\$ 0 #DIV/0!
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,341,436	\$ 73,415 1.00%	\$ 73,415 1.00%	\$ 73,415 1.00%
7. Total Number (FTE) of Represented Employees	# 65	# 65	# 65	# 65
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 112,945	\$ 1,129 1.00%	\$ 1,129 1.00%	\$ 1,129 1.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 238	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$ 475	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$ 118	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE				
<input type="checkbox"/> Actual <input checked="" type="checkbox"/> Capped		\$ %	\$ %	\$ %

Please include comments and explanations as necessary: _____

additional 1% increase as per the "Me Too" clause in bargaining agreement

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.):

none

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.):

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

None

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

No

F. Source of Funding for the Proposed Agreement:

1. Current Year:

On-going general fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

On-going general fund

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):

Based on LCFF calculator proposed funding levels

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)	\$ 157,154,903
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)	\$ 4,714,647

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 9,009,000
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 4,043,005
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted Unrestricted Reserves	\$ 13,052,005

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)

5-15-15

 Date



 District Chief Business Official
 (Signature)

5-14-15

 Date

D'sclosure of Collective Bargaining Agreement
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12-10-14)	(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)	125,566,777			125,566,777
Remaining Revenues (8100-8799)	31,911,767			31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806	52,439		69,419,245
2000 Classified Salaries	23,518,028	0		23,518,028
3000 Employees' Benefits	32,317,684	20,976		32,338,660
4000 Books and Supplies	9,411,092			9,411,092
5000 Services and Operating Expenses	18,659,355	0		18,659,355
6000 Capital Outlay	443,300	0		443,300
7100-7499 Other	2,409,974	0		2,409,974
TOTAL EXPENDITURES	156,126,239	73,415	0	156,199,654
OPERATING SURPLUS (DEFICIT)	1,352,305	(73,415)	0	1,278,890
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249			955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	397,056	(73,415)	0	323,641
BEGINNING BALANCE	13,088,879			13,088,879
CURRENT YEAR ENDING BALANCE	13,485,935	(73,415)	0	13,412,520
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	170,515			170,515
Committed (9750 / 9760)	0			0
Assigned (9780)	0			0
Reserve for Economic Uncertainties (9789)	9,009,000			9,009,000
Unappropriated Amounts (9790)	4,116,420	(73,415)	0	4,043,005

* 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:

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: March 18, 2015

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT X
- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES _____

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH MANAGEMENT & CONFIDENTIAL (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 Management & Confidential are presented herewith for the Board’s information. On May 18, 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

\$87,713.00 for each of the 2014-15 and 2015-16 fiscal years, 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 Management & Confidential employees as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with Management & Confidential Unrepresented (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: Management & Confidential (non-represented)

The proposed agreement covers the period:

Beginning: 7/1/2014

Ending: 6/30/2016

Employee Type:

Certificated: X

Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 3, 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)	\$ 7,916,700	0 0.00%	\$ 0 0.00%	\$ 0 0.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,455,968	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 834,297	\$ 87,713 10.51%	\$ 87,713 10.51%	\$ 87,713 10.51%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,206,965	\$ 87,713 0.66%	\$ 87,713 0.66%	\$ 87,713 0.66%
7. Total Number (FTE) of Represented Employees	# 67	# 67	# 67	# 67
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 197,119	\$ 1,309 0.66%	\$ 1,309 0.66%	\$ 1,309 0.66%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 238	%	%	%
-Maximum Daily Rate	\$ 475	%	%	%
-Substitute Daily Rate	\$ 118	%	%	%
9b. - Annual Health/Welfare Benefit amount per FTE				
<input type="checkbox"/> Actual <input type="checkbox"/> Capped		%	%	%

Please include comments and explanations as necessary: _____

Increase Health & Welfare CAP to \$900 per month, \$10,800 per year.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

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.):

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

on-going general fund revenues.

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):

for the 2015-16 agreement, the LCFF calculator nad MYP were used for all assumptions of revenues and costs associated.

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)	\$ 156,220,565
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)	\$ 4,686,617

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 9,009,000
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 4,977,343
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted Unrestricted Reserves	\$ 13,986,343

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)

5-15-15

 Date



 District Chief Business Official
 (Signature)

5-14-15

 Date

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12-10-14)	(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)	125,566,777			125,566,777
Remaining Revenues (8100-8799)	31,911,767			31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806			69,366,806
2000 Classified Salaries	22,783,045			22,783,045
3000 Employees' Benefits	32,115,656	87,713		32,203,369
4000 Books and Supplies	9,399,467			9,399,467
5000 Services and Operating Expenses	18,659,355			18,659,355
6000 Capital Outlay	443,300			443,300
7100-7499 Other	2,409,974			2,409,974
TOTAL EXPENDITURES	155,177,603	87,713	0	155,265,316
OPERATING SURPLUS (DEFICIT)	2,300,941	(87,713)	0	2,213,228
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249			955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,345,692	(87,713)	0	1,257,979
BEGINNING BALANCE	13,088,879			13,088,879
CURRENT YEAR ENDING BALANCE	14,434,571	(87,713)	0	14,346,858
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	170,515			170,515
Committed (9750 / 9760)	0			0
Assigned (9780)	0			0
Reserve for Economic Uncertainties (9789)	9,009,000			9,009,000
Unappropriated Amounts (9790)	5,065,056	(87,713)	0	4,977,343

* 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: _____

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 6/3/15

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 Destruction of Records (Cline/Franz)

The following records have reached the end of their hard copy retention period. All Class 1 records are microfilmed and or digitalized for permanent storage. Class 3 records are destroyed without microfilming or digitalizing. Board authorization is requested to dispose of these records.

DESCRIPTION	YEAR(S)	SCHOOL/DEPARTMENT	RECORD CLASS
Lunch Apps/Menu's	2010/11	CNS	3
Parent Surveys & Misc.	2009/10	CSFP	3
Registration Cards/Cums/SARB/Disciplinary	1996 & 1997 D.O.B.	Ed Services	1
Parent Notifications & Student Placements	2009/10	ELS Dept.	3
Misc. files/Surveys	2010/11	NFL	3
Purchase Orders	2010/11	Purchasing Dept.	3
Attendance Registers/School of Choice	2010/11	Pupil Data	3

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 6/3/15

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 _____

Participation per Public Contract Code §20118 – Oxnard School District for the Purchase of Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, and DSA Shade Shelters (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the Colton Joint Unified School District Bid #15-04 for the district wide purchase of Playground Equipment, Outdoor Site Furnishings, and DSA Shade Shelters from Dave Bang Associates Inc. Said bid allows participation by other Governmental and Educational Entities for the purchase of Playground Equipment, Safety Surfacing, Outdoor Site Furnishings and DSA Shade Shelters.

FISCAL IMPACT:

Any fees incurred will be charged to end user’s budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve participation with the Colton Joint Unified School District Bid #15-04 for the district wide purchase of Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, and DSA Shade Shelters from Dave Bang Associates Inc., for the performance term of the Colton Joint Unified School District’s agreement.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/3/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

REQUEST FOR APPROVAL OF INCREASE TO MEAL PRICES (Cline/Picola)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$2.46 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.15 for lunch. It is now necessary to increase that meal price to **\$2.25** for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of **\$2.25** for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2015-16 fiscal year.

FISCAL IMPACT

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales

Date of Meeting: 6/3/15

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

Consider Approval of Work Authorization Letter (WAL) #002 for Tetra Tech to Perform Professional Construction Services Including an Environmental Review of the Proposed New Classroom Building at Marshall Elementary School for Purposes of Complying with the District’s Obligations Under the California Environmental Quality Act, CEQA Compliance Services at Project 7 – Marshall New Classroom Building Pursuant to Master Agreement #13-132 with Tetra Tech for an Investigation Study and Findings Thereof. (Project No. 7) (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved a Master Agreement # 13-132 with Tetra Tech to perform CEQA compliance services related to the design and construction of projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #002 to Tetra Tech to perform an environmental analysis of the proposed addition of a 12 classroom building at Marshall Elementary School and the reconfiguration of the school to a proposed K-8 school. The environmental analysis would ensure the District’s compliance with the California Environmental Quality Act for the proposed project. Under this WAL assignment, Tetra Tech will determine whether the proposed new classroom building (Project No. 7) will qualify for a categorical exemption under Title 14 of the California Code of Regulations, Chapter 3. CEQA regulations will require an Initial Study (“IS”) as referenced in Article 5, Section 15060, a Mitigated Negative Declaration (MND) under Article 6, Section 15070, or may require a full Environmental Impact Report (EIR) under Article 9, Section 15080. In the event of an IS, MND or EIR, Tetra Tech would provide those additional services.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-132**
WAL **#002**
Consultant: **Tetra Tech**
Date Issued: **06/03/2015**
Fixed Fee Amount: **\$3,800.00**

The attached WAL describes the scope of services requested from Tetra Tech. Tetra Tech's proposal for the services is also attached for the Board's reference. The WAL calls for the performance of an investigation study and findings thereof to determine the qualification of the Project to state law and environmental regulations.

FISCAL IMPACT:

The CEQA compliance services will be completed for a lump sum fixed fee of:

Three Thousand Eight Hundred Dollars and No Cents [\$3,800.00].

The work performed pursuant to the WAL will be funded by Measure "R" and is coded to District's Account 6171 – Site Costs - Environmental

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #002 for an environmental review consistent with CEQA of the proposed 12 classroom building at Marshall Elementary School and the reconfiguration of Marshall as a K-8 school (Project No. 7) per Master Agreement #13-132 with Tetra Tech.

ADDITIONAL MATERIAL(S):

- WAL #002, Tetra Tech (14 pages)
- Proposal from Tetra Tech (3 pages)
- Master Agreement #13-132, Tetra Tech (36 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: Marshall New Classroom Building	DATE: 6/3/2015
SITE NAME: Marshall Elementary School	DSA # N/A
MASTER AGREEMENT #: 13-132	OPSC # N/A
WAL #: 2	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech Street: 5383 Hollister Avenue, Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3100

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

An environmental review, evaluation and assessment to determine whether a proposed two-story 12 classroom addition to Marshall Elementary School at 2900 Thurgood Marshall Dr., Oxnard, CA 93036 per attached Exhibit "F", and associated operation of that school with a K-8 educational program qualifies for a categorical exemption under the California Environmental Quality Act. Consultant also to determine whether any exemptions would apply precluding the District from availing itself of the Categorical Exemption. If an exemption is not applicable, Consultant to define what additional evaluation, studies, assessments or testing required to comply with CEQA for the proposed project. Refer to Sections 1, 4, 5, & 6, and special instructions below. See Attachment "A:" for

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE:

COMPLETION DATE:

FIXED FEE AMOUNT: \$3,800.00

This fee amount is based upon Consultant's proposal dated 14-May-15 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

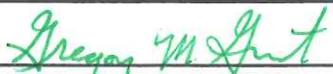
This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT (SIGNATURE)	CONSULTANT  (SIGNATURE)
(DATE)	5/21 (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: CFW (Greg Grant) PREPARED BY: Suzanne Kuric
 P.O. # P.O. AMOUNT:
 SOURCE OF FUNDS: MEASURE "R" DEF. MAINT. DEV. FEES OTHER _____
 COST ID: 6160 Other Costs - Site


 (PM APPROVAL SIGNATURE)

5/21/2015
 (DATE)

SPECIAL INSTRUCTIONS:

Project 7: Marshall Classroom Building

Tetra Tech – CEQA

Attachment “A”

MA #13-132, WAL #002

Proposed Scope of Services for WAL #002 of Master Agreement #13-132:

General Overview of Scope of Work

The District is considering the construction of a two-story 12 classroom building addition to the Marshall Elementary School (K-5) site. The project also includes the reconfiguration of the site to a K-8 school. (Collectively, the “Project”). It appears that this site, since construction, was considered for a K-8 facility for the District.

The District is requesting that an environmental evaluation and assessment be conducted to determine what will be required for compliance with the requirements of the California Environmental Quality Act. The evaluation will include a determination of whether the project qualifies for a Notice of Exemption under the guidelines set forth by Title 14 of the California Code of Regulations, Chapter 3. In the event of the applicability of a categorical exemption, the consultant shall identify each exemption that applies to the Project per CEQA Guidelines, Section 15302(a) and confirmation that the categorical exemption is not negated by a significant effect on the environment per CEQA Guidelines, Section 15300.2.

In the event that a categorical exemption does not apply, the Consultant shall develop of a scope of work for the Mitigated Negative Declaration or the Environmental Impact Report required to comply with the requirements of CEQA. The scope shall identify specifically the additional evaluation, studies, sampling and assessment required.

Documentation Standards and Publication

The CEQA Consultant shall prepare documentation in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines as to express the findings of either confirming the status of the Project for a categorical exemption or recommend the requirement for an Initial Study, MND or EIR to ensure CEQA compliance.

If it is discovered that the Project does not have a potential environmental impact, the CEQA Consultant shall prepare a Notice of Exemption Form for the Project to be reviewed by the District and adopted by the Board of Trustees.

Communication and Participation

The CEQA Consultant shall keep the District informed of its progress through CFW.

The CEQA Consultant shall be available to attend any Board of Trustees meeting where the report, assessment or information, including Notice of Exemption, is presented to the Board of Trustees.

Project Specific Scope of Work Summary:

Project No. 7 of the District’s Facilities Implementation Program provides for the addition of a 12 classroom building to accommodate growing enrollment in the 6th through 8th grades. The building is

Project 7: Marshall Classroom Building

Tetra Tech – CEQA

Attachment "A"

MA #13-132, WAL #002

proposed to be added on the south side of the existing school building in the area that is currently being used as blacktop play area, next to the existing solar panel structures.

The new wing is proposed as a two-story 12 classroom permanent structure, satisfying the District's specification for a K-8 facility with a capacity for up to 900 students. Improvements would be architecturally integrated to fully match the appearance and design features of the existing campus. Placement of the two-story classroom building would be sensitive to the surrounding community, with a setback greater than 300 feet from the nearest residential uses.

Construction budget is approximately Five Million One Hundred Forty Three Thousand Dollars (\$5,143,000.00).

Construction NTP is anticipated to be issued on or around mid February 2016.

Substantial completion of construction is anticipated by mid August 2016.

- Not Project Related
 Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

**Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013**

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

Project #13-132

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-132

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

Project #13-132

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #13-132

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-132

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-132

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-132

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-132

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-132

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.



May 14, 2015

M-2199

Mr. Greg Grant
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Proposal to Perform CEQA Compliance Review Preconstruction Services for Thurgood Marshall Elementary School

Dear Greg:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to the Oxnard School District (OSD) to provide CEQA compliance review preconstruction services for the Thurgood Marshall Elementary School site. This proposal was prepared in response to a May 8, 2015 email received from Ms. Suzanne Kuric. These CEQA compliance review preconstruction services are requested at the following school site: Thurgood Marshall Elementary School located at 2900 Thurgood Marshall Drive. We understand it is proposed that a new 12-classroom wing (two-story classroom building) will be added south of the existing administration building and a preliminary site capacity assessment is required to determine whether this project qualifies for a categorical exemption under Title 14 of the California Code of Regulations, Chapter 3.

1.0 SCOPE OF WORK

The scope of work for this project will include the following task.

TASK 1: CEQA CATEGORICAL EXEMPTION

Section 21080 of the Public Resources Code and the CEQA Guidelines provide a list of classes of projects which have been determined not to have significant effects on the environment and which are exempt from the provisions of CEQA. In particular, a Class 1 categorical exemption under Section 15301 of the CEQA Guidelines consists of minor alteration of existing public structures involving use beyond that existing at the time of the lead agency's determination.

For this task, Tetra Tech will prepare a draft letter report documenting our findings of Task 1 and confirming the status of a categorical exemption or recommending a requirement for an Initial Study (IS) to ensure CEQA compliance. We will also conduct an environmental analysis of the school project to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines. The draft letter report will be submitted to OSD and we will incorporate any comments received into a final letter report.

Tetra Tech will also prepare a Notice of Exemption Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that the project will not have a significant effect on the environment.

Once completed, we will forward a draft Notice of Exemption form for the school to the OSD for review. Tetra Tech will address any comments and upon acceptance by the OSD and we will prepare the final Notice of Exemption for adoption by the OSD.

Tetra Tech will also attend the School Board Meeting for this classroom addition project and will answer any questions asked by the School Board at this meeting.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



2.0 COSTING ASSUMPTIONS

The following assumptions were made for preparing our cost estimate for this project.

1. One round of OSD review for the draft letter report.
2. Tetra Tech will attend one School Board Meeting to answer questions from the School Board on the proposed classroom addition project.
3. The proposed classroom addition project will provide additional earthquake resistance, as compared to current conditions.

3.0 KEY PROJECT PERSONNEL

Mr. Randy Westhaus is the Program Manager for Tetra Tech's School Services Program and will provide technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 35 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

The project will be managed by Ms. Mary McKinnon. She has extensive CEQA experience in Southern California. As a task and project manager for Tetra Tech, she oversees the preparation of CEQA documents for various school and public works projects. These documents usually include Categorical Exemptions and Initial Studies/Mitigated Negative Declarations, but have also included Environmental Impact Reports (EIRs). Ms. McKinnon's projects have included commercial developments, construction of school facilities, upgrading water and sewer lines, a new park and ride facility, and an upgraded nature trail. She understands OSD's need for a responsive partner in facilitating compliance with CEQA to ensure that school projects are kept on schedule and budget.

4.0 ESTIMATED PRICE AND SCHEDULE

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$3,800. This price will not be exceeded without your prior authorization. Our price estimate is based on an assumed level of effort. If additional out of scope services are requested, these will be billed on a time and materials basis. One round of OSD review was assumed for the price estimating purposes.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that Task 1 can be completed within 21 days from receipt of the notice to proceed, assuming that the OSD will provide us the requested school site information in a timely manner, and review of the draft letter report within a few days of receipt.

5.0 LIMITATIONS

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this proposal or in any subsequent report, opinion, or document.



TETRA TECH

6.0 CONTRACTUAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement (MSA) #13-132 between the OSD and Tetra Tech and the agreed scope of services in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging your acceptance of this proposal.

If you have any questions regarding our proposal, please contact me at (805) 681-3101 or randy.westhaus@tetratech.com. We appreciate this opportunity to present our proposal for this very important school project.

Sincerely,

TETRA TECH, INC.

Randy T. Westhaus, P.E.
California Schools Director

cc: Campbell, J. (Tt SMX)
McKinnon, M. (Tt SBO)

COPY

Agreement #13-132

OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in Exhibit F – Scope of Services, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in Exhibit A, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

RECEIVED NOV 01 2013

RECEIVED NOV 27 2013

CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in Exhibit F, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- 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 or the WAL for a minimum of four 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 or the WAL.
 - 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 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.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL 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.
 - 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.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **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 and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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 WAL or the Services performed hereunder or the WAL.

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.

22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

STW (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

ected 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, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RFW (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetrattech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

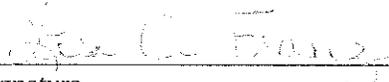
34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **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.

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

OXNARD SCHOOL DISTRICT:

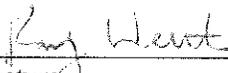

Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

TETRA TECH INC.:


Signature

Randy Westhaus / Director
Typed Name/Title

10/21/13
Date

Tax Identification Number: 95-4148514

- Not Project Related
 Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
 Project #13-132

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name:	
	Street:	
	City, State, Zip:	
	Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER:	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

- Not Project Related
- Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

- I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
 Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

- Not Project Related
 Project #13-132

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

- Not Project Related
 Project #13-132

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
 Project #13-132

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/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 the WAL and grounds for immediate termination

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

- Not Project Related
 Project #13-132

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 and/or Services 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 Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 #13-132

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-132

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-132

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

Not Project Related

Project #13-132

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #13-132

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-132

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-132

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-132

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-132

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-132

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

Not Project Related

Project #13-132

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: **[INSERT PROJECT NAME]**

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Tetra Tech, Inc.

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

Date

- Not Project Related
 Project #13-132

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See 'Billing tab' below for spreadsheet, these are the instructions.
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-invoices, etc. for which you are billing. Include summary scope of work. Enter 'Cost Code' provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows as-ambusable, in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select 'Insert Copied Cells'. This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billing based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value or the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the 'cost completed to date' column into the blue 'total previous billings' column
- 8 Enter the corresponding dollar values % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (maddalena@ofvms.com), or mail to the CFM Oxnard office at 1501 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until this spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2013

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570051834152 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$4,000,000
								PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000				TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
								AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
B		N		N/A				E.L. EACH ACCIDENT	\$1,000,000
B								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B								E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof				028182375	10/01/2013	10/01/2014	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER Oxnard School District Attn: Lisa Cline 1051 South A Street Oxnard CA 93030 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier: FGH

Certificate No: 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of
Policy No. WC 1565 60 17

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **June 3, 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: VCBA-06892 (Vaca/Magaña)

On April 22, 2015, the Oxnard School District received a Verified Claim from the parent of the claimant, who is a minor and a student with the Oxnard School District.

The claim states that the student was sitting on a railing that is located on the ramp that leads to a restroom. As the student was sitting on the railing, someone came from behind and shook him by his shoulders and caused him to fall off the railing. The student's injuries were broken teeth, mouth injuries, and psychological damage.

This appears to be a case of questionable liability versus the District. We are advised by our liability insurance carrier, York Risk 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 of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA-06892.

ADDITIONAL MATERIAL

None.

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** June 3, 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

Arevalo, Nancy	Substitute Teacher	2014/2015 School Year
Alvarado, Armando	Substitute Teacher	2014/2015 School Year
Benson, Natalia	Substitute Teacher	2014/2015 School Year

NEW HIRES FOR 2015/2016

Ramirez, Sofia	Teacher, Special Education, DHH, Site TBD	August 17 th , 2015
Ridge, Michael Chris	Director, Pupil Services	July 1 st , 2015
Uchiyama, Laura M	Teacher, Special Education M/M, Site TBD	August 17 th , 2015
Wilson, Laura Ann	Teacher, Special Education M/M, Site TBD	August 17 th , 2015

LEAVE OF ABSENCE

Hawkins, Gina	Teacher, K SEI/ELM, Rose Avenue	May 22 nd , 2015 – June 18 th , 2015
---------------	---------------------------------	--

PROMOTION

Thomas, Anna	Director, Curriculum, Assessment and Instr.	May 21 st , 2015
--------------	---	-----------------------------

RESIGNATION

Cordes, Marsha	Teacher, Spanish, Curren/Driffill	June 19 th , 2015
Gaona, Alma	Teacher, Special Education V/H, Itinerant	June 19 th , 2015
Mulle, Elizabeth (deceased)	Teacher, Special Education M/S, Brekke	May 7 th , 2015
Szakos, Erin	LOA	June 19 th , 2015

RETIREMENT

Campbell, Nesta	Program Specialist, Pupil Services	July 1 st 2015
Garcia, Deborah H	Teacher, 4 SEI/ELM, Lemonwood	June 19, 2015
Phillips, Elizabeth Ann	Teacher, 4 SEI/ELM, Rose Avenue	June 19 th , 2015

CLASSIFIED PERSONNEL ACTIONS

June 3, 2015

New Hire

Ramos, Francisco	Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	05/11/2015
------------------	---	------------

Limited Term

Carcamo, Ashley	Paraeducator	05/18/2015
Duran, Jose	Custodian	05/13/2015
Giron, Emma	Paraeducator	05/15/2015
Hunter, Andrea	Paraeducator	05/19/2015

Exempt

Aguilar, Tara	Campus Assistant	05/18/2015
Barothy-Langer, Patricia	Campus Assistant	05/15/2015
Cabrera, Arminda	Campus Assistant	05/05/2015
Carcamo, Ashley	Campus Assistant	05/18/2015
Garcia, Eric	Campus Assistant	04/23/2015
Lopez, Lisa	Campus Assistant	05/22/2015
Tena, Rosalinda	Campus Assistant	04/27/2015

Promotion

Marron, Cesar	Custodian, Position #6448 Driffill 4.0 hrs./246 days Paraeducator III, Position #2142 Pupil Services 5.75 hrs.183 days	05/18/2015
---------------	---	------------

Increase in Hours

Gomez, Edith	Paraeducator III, Position #2225 Pupil Services 5.75 hrs./183 days Instructional Assistant SDC, Position #2225 Pupil Services 5.0 hrs./183 days	05/20/2015
--------------	--	------------

Transfer

Benesh, Jason	Custodian, Position #1365 Kamala 8.0 hrs./246 days Custodian, Position #6673 Elm 4.0 hrs./246 days	05/04/2015
---------------	---	------------

Return from Leave of Absence

Zinik, Alexandra	Paraeducator III, Position #5561 Pupil Services 5.75 hrs./183 days	05/22/2015
------------------	---	------------

Resignation

Diaz Jr., Cesar	Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	05/01/2015
-----------------	--	------------

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 06-03-2015

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

Consideration of Resolution #14-47 Approving and Adopting A Final Trustee Area Plan for the District’s Transition to a By-Trustee Area Election System; a Plan of Election from those Areas; and Recommending that the Ventura County Committee On School District Organization Approve the District’s Establishment of a By-Trustee Area Election System and Adopted Trustee Voting Area Plan (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.

Through this Resolution the Board considers the final step to take action to approve the transition to By-Trustee Area Election System and Recommendation to the Ventura County Committee on School District Organization to Approve the District’s establishment of a By-Trustee Area Election System. The Board will also consider and adopt a specific plan for election of the trustee areas. Three Scenarios have been developed and considered through a series of public hearings and two public forums. As part of the Resolution the Board will also consider and adopt a Scenario and plan as part of the recommendation to the Ventura County Committee on School District Organization.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees consider, approve and adopt Resolution #14-47 For A Final Trustee Area Plan for the District’s Transition to a By-Trustee Area Election System; a plan of election from those areas; and recommend that the Ventura County Committee On School District Organization approve the District’s establishment of a By-Trustee Area Election System and Adopted Trustee Voting Area Plan.

ADDITIONAL MATERIAL(S):

- Resolution #14-47 Approving and Adopting A Final Trustee Area Plan for the District’s Transition to a By-Trustee Area Election System; a Plan of Election from those Areas; and Recommending that the Ventura County Committee On School District Organization Approve the District's Establishment of a By-Trustee Area Election System and Adopted Trustee Voting Area Plan

DISTRICT GOAL(S):

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

RESOLUTION NO. 14-47

**RESOLUTION OF THE GOVERNING BOARD OF
OXNARD SCHOOL DISTRICT**

A RESOLUTION APPROVING AND ADOPTING A FINAL TRUSTEE AREA PLAN FOR THE DISTRICT'S TRANSITION TO A BY-TRUSTEE AREA ELECTION SYSTEM; A PLAN OF ELECTION FROM THOSE AREAS; AND RECOMMENDING THAT THE VENTURA COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION APPROVE THE DISTRICT'S ESTABLISHMENT OF A BY-TRUSTEE AREA ELECTION SYSTEM AND ADOPTED TRUSTEE VOTING AREA PLAN

A. On February 4, 2015, the Governing Board ("Board") for the Oxnard School District ("District") passed Resolution No. 14-26 initiating the process for the District to transition from an "at-large" election system to a "by-trustee area" election system commencing with the 2016 Governing Board elections.

B. In approving Resolution No. 14-26, the Board expressed its concern about potential violations of the California Voting Rights Act (Elections Code § 14025 *et seq.*). The Board believes that a transition to a by-trustee area election system will reduce the District's risk of costly litigation, especially since a successful plaintiff under the California Voting Rights Act ("CVRA") is entitled to reasonable attorneys' fees and experts fees, creating great financial risk to any jurisdiction sued.

C. The District retained the Dolinka Group ("Consultant") to prepare proposed trustee area boundary plans for consideration by the District, Board, and community. The Consultant has extensive experience working with school districts and local jurisdictions regarding electoral demographics, taking into consideration the CVRA, the Federal Voting Rights Act, and related election system choices.

D. All of the proposed trustee area boundary plans prepared by Consultant were drawn with all applicable laws and regulations in mind, including the CVRA and federal election law.

E. The District conducted public forums to consider community input and comment regarding the proposed trustee area boundary plans on April 27, 2015 and April 30, 2014, conducted public hearings at regularly scheduled board meetings on May 6, 2015, May 20, 2015 and June 3, 2015, and made plans available for public review and comment on the District's website from April 15, 2015 until final adoption on June 3, 2015.

F. With thoughtful consideration of all public input received on the draft trustee area plans and applicable state and federal legal criteria, the Board desires to adopt the trustee area plan and demographic information described as the "Scenario _____" (attached hereto as Exhibit "A") as the final trustee area plan establishing the boundaries for the new trustee areas, and to request timely approval from the Ventura County Committee on School District Organization ("County Committee") of the trustee area plan and the District's transition to a by-trustee area election system commencing with the 2016 Governing Board election.

G. The County Committee has indicated that it will consider the District's establishment of

trustee areas upon the District's request.

H. In order to complete the transition to by-trustee area elections in a timely and cost effective manner, and to ensure that the new by-trustee area process will be in place in time to elect new governing board members at the Board's next regularly scheduled election, the District is seeking a waiver of certain portions of the Education Code from the State Board of Education. The District's request for waiver will be submitted to the State Board of Education for approval at the September 2016 meeting.

NOW, THEREFORE, the Governing Board of Oxnard School District does hereby resolve, order and determine as follows:

1. The above recitals are true and correct.
2. The Board hereby adopts the trustee area plan and demographic information described as the "Scenario ____" (attached hereto as Exhibit "A") as the final trustee area map for the District's transition to a by-trustee area election system commencing with the 2016 Governing Board election.
3. That the District will hold by-trustee area elections in trustee area numbers ____ and ____ at its November 2016 election, assuming timely approval by the County Committee.
4. That by this resolution and contingent upon the approval by the County Committee of the District's change to a by-trustee area election system, the Board hereby applies to the County Committee to timely approve the Board's adopted trustee area plan for implementation commencing with the 2016 Governing Board election, or at the earliest possible election, as conditioned upon approval of the Education Code waiver request submitted to the State Board of Education.
5. The Board hereby authorizes and directs District staff to transmit this resolution, the final trustee area plan adopted, and any additional required documentation to the County Committee and to take any other necessary action to effectuate the purposes of this resolution and complete the District's transition to a by-trustee area election system for the 2016 Governing Board elections.
6. The foregoing resolution shall take effect immediately upon its adoption.

Veronica Robles-Solis, President of the Governing Board
Oxnard School District

ATTEST:

Albert Duff, Sr., Clerk of the Governing Board
Oxnard School District

I, Albert Duff, Sr., Clerk of the Governing Board of the Oxnard School District, hereby certify that the above and foregoing resolution was duly and regularly adopted by said Board at a regular meeting held on the ____th day of _____2015 and passed by the following vote:

Ayes:

Noes:

Absent:

IN WITNESS WHEREOF, I have hereunto set my hand this ____th day of _____
2015.

Clerk of the Governing Board of the
Oxnard School District

EXHIBIT "A"

(Final Trustee Area Plan and Demographic Information)

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **June 3, 2015**

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 _____

Approval of Revised 2014-2015 Compensation for California School Employees Association (CSEA), Oxnard Supportive Services Association (OSSA), Confidential, and Management Employees (Vaca)

EXECUTIVE SUMMARY (description of item):

The Oxnard School District (District) and the Oxnard Educators Association (OEA) reached a tentative agreement for the 2014-2015 contract year.

In accordance with the District's practice for treating each employee group similarly, the following compensation increase to CSEA, OSSA, Confidential, and Management employee groups is presented for the Board's consideration:

Employee Group	Compensation
California School Employees Association (CSEA)	<ul style="list-style-type: none">• 1% towards anniversary increments retroactive to July 1, 2014
Oxnard Supportive Services Association (OSSA)	<ul style="list-style-type: none">• 1% towards salaries retroactive to July 1, 2014
Confidential Employees *Confidential Employees	<ul style="list-style-type: none">• 1% to increase Health & Welfare CAP retroactive to July 1, 2014
Certificated and Classified Employees *Management Employees	<ul style="list-style-type: none">• 1% to increase Health & Welfare CAP retroactive to July 1, 2014

FISCAL IMPACT:

The fiscal impact is \$ 475,633 to be paid out of the general fund.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2014-2015 compensation revisions, as indicated above.

ADDITIONAL MATERIAL(S):

- Tentative Agreement between the District and CSEA re: Anniversary Increment changes signed May 7, 2015
- Tentative Agreement between the District and OSSA re: Article 16 Salaries dated May 15, 2015

DISTRICT GOAL(S):

6 – Develop the Annual Budget to Support the Educational Goals of the District

Tentative Agreement between the Oxnard School District
and the California School Employees Association
and its Oxnard Chapter 272

9.1.1

The anniversary increments shall be changed as follows:

7 years of service -- \$ ~~61.00~~ **82.74**

10 years of service -- \$~~122.00~~ **165.48**

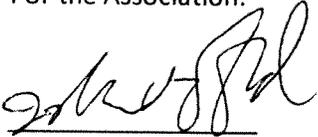
15 years of service -- \$~~183.00~~ **248.22**

20 years of service -- \$~~244.00~~ **330.96**

25 years of service -- \$~~305.00~~ **413.70**

(This increase in longevity shall be effective July 1, ~~2005~~ **2014**).

For the Association:



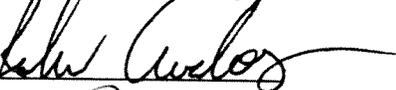
Jabbar Wofford, Chapter President

5-7-15

Date



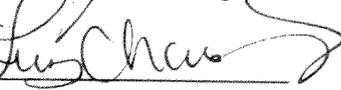
Mark Gutierrez, Negotiator



John Avalos, Negotiator



Yvonne Brown, Negotiator

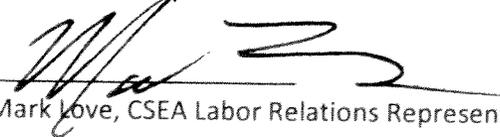


Luz Chavez, Negotiator



Rita Guevara

Upon 610 Policy Review



Mark Love, CSEA Labor Relations Representative

5/7/15

Date

For the District:



Dr. Jesus Vaca, Chief Negotiator

5-7-15

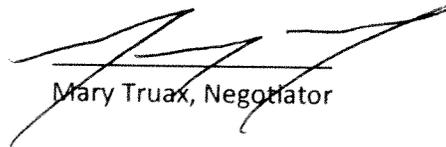
Date



Lisa Cline, Negotiator



Dr. Edd Bond, Negotiator



Mary Truax, Negotiator

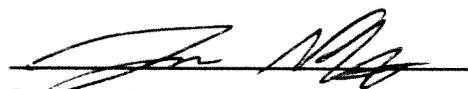
Oxnard School District
And the
Oxnard Support Services Association
Collective Bargaining Agreement
2014-15
Tentative Agreement

Article 16 SALARIES

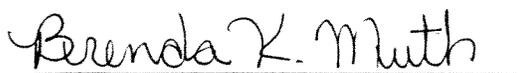
16.1 Effective with the 2014-15 school year, the District will implement a 2.95% increase on the OSSA salary schedule. As of June 3, 2015 salaries will be increased by an additional 1%, retro to July 1, 2014, to give OSSA the same aggregate cost increase as all other bargaining groups.



Andrea Bleecher
OSSA President



Dr. Jesus Vaca
Assistant Superintendent/Chief Negotiator



Brenda Muth
OSSA Vice President



Lisa Cline
Assistant Superintendent

Date:

May 15, 2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/3/15

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 Formal Bid #14-02, Marshall School Floor Replacement Project (Cline/Gutierrez)

Formal bids were solicited for Bid #14-02, Marshall School Floor Replacement Project, pursuant to Public Contract Code 20110. Four bids were received and opened at 2:00 p.m., Thursday, May 7, 2015. The bid summary is attached.

It is requested that the Board of Trustees award Bid #14-02 to Prospectra Contract Flooring as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$60,120.00, plus Additive Alternate #1 in the amount of \$36,295.00, for a total contract amount of \$96,415.00, and enter into Agreement #14-225 to perform the project. The project will be funded through the General Fund.

FISCAL IMPACT:

\$96,415.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #14-02 Marshall School Floor Replacement Project, in the amount of \$96,415.00 and enter into Agreement #14-225 with Prospectra Contract Flooring.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
 Agreement #14-225, Prospectra Contract Flooring (2 Pages)

DISTRICT GOAL(S):

- 8 – Provide Quality School Facilities to Meet the Needs of the Students and Staff

OXNARD SCHOOL DISTRICT



School/Dept: Marshall
 Project Description: Floor Replacement Project
 O.S.D. BID NO. 14-02
 Date: Thursday, May 7, 2014 - 2:00pm

BIDDER	BASE BID	Add Alt Amt.	Add 1-3	Sub List	Dir Reg (PWC-100)	Non Collusion Affidavit	Bid Qual	Bid Bond	DVBE	Job Walk Conf
GRD Const	138,587 ⁰⁰	68,154 ⁰⁰	✓	✓	✓	✓	✓	✓	✓	✓
Kewatts Gen	119,264 ⁰⁰	77,114 ⁰⁰	✓	✓	✓	✓	✓	✓	✓	✓
Pro Spectra	60,120 ⁰⁰	36,295 ⁰⁰	✓	✓	✓	✓	✓	✓	✓	✓
Reliable Floor Cov	66,936 ⁰⁰	26,850 ⁰⁰	✓	✓	✓	✓	✓	✓	✓	✓

SECTION 00310

AGREEMENT #14-225

THIS AGREEMENT is made this 3rd day of June, 2015, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **PROSPECTRA CONTRACT FLOORING**, hereinafter called the "Contractor", with a principal place of business located at 17405-B Valley View Ave., Cerritos, CA 90703.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #14-02
Marshall School Floor Replacement Project

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

- 1.02 Contract Time.** Final completion of the work shall be achieved within **FORTY-EIGHT (48) CONSECUTIVE CALENDAR DAYS** beginning **JUNE 19, 2015 AND ENDING AUGUST 7, 2015**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.
- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Ninety-Six Thousand Four Hundred Fifteen Dollars (\$96,415.00). The Contract Price is based upon the Contractor's Base Bid Proposal plus Additive Alternate #1. The District's payment of the Contract Price shall be in accordance with the Contract Documents.
- 1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- 1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids
Instructions for Bidders
Bid Proposal
Subcontractors List
Non-Collusion Affidavit
Statement of Bidder's Qualifications
Bid Security
Agreement
Labor and Material Payment Bond
Performance Bond
Certificate of Workers Compensation

PWC-100 OSD Contractors Data Form
Drug Free Workplace Certification
Fingerprinting Certificate
DVBE Participation Goal
Guarantee
Project Forms
General Conditions
Special Conditions
Specifications
Drawings

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Lisa Cline, Assistant Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/3/15

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	<u> X </u>
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

RESOLUTION #14-46 – SCHOOL BUS CNG TANK REPLACEMENT GRANT PROGRAM (Cline/De St Jean)

The Ventura County Air Pollution Control District is accepting grant applications from school districts in Ventura County to replace the existing gas tanks in school buses with new CNG tanks.

The Administration is seeking Board authorization to submit appropriate paperwork to request funds for replacement tanks for two (2) buses that are nearing their required replacement dates. Maximum grant amount per bus is \$20,000.00.

FISCAL IMPACT

No fiscal impact to the district.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Interim Transportation Manager that the Oxnard School District Board of Trustees adopt Resolution #14-46 for the Ventura County Air Pollution Control District's School Bus CNG Tank Replacement Program.

ADDITIONAL MATERIAL

Attached: Resolution #14-46 (2 pages)

RESOLUTION #14-46
SCHOOL BUS REPLACEMENT PROGRAM

WHEREAS, AB 923(Firebaugh) was signed by Governor Schwarzenegger on September 23, 2004, and gave authority to the Ventura County Air Pollution Control Board to increase DMV fees by \$2 per year to be used as incentive funds for several incentive programs including school bus replacements; and

WHEREAS, effective January 1, 2012, AB 462 and AB 470 authorize the \$2 DMV fee collected through AB 923 to be used to fund three new project categories, one of which is natural gas fuel tank replacement; and

WHEREAS, the Department of Transportation requires on-board compressed natural gas (CNG) tanks to be inspected by the California Highway Patrol (CHP) every three years or 36,000 miles; and

WHEREAS, these tanks are usually replaced at the end of the manufacturer's service life, which is approximately 15 years; and

WHEREAS, school buses must be at least 14 years old but no older than 16 years to receive funding. Because the service life for most school buses is 30 years and tank like is 15 years, this requirement will ensure funding does not extend the life of a school bus beyond the service life; and

WHEREAS, the maximum funding amount per school bus cannot exceed \$20,000.00; and

WHEREAS, the Oxnard School District currently owns two buses that are approaching their replacement dates, meet the criteria and would benefit from this grant; and

WHEREAS, an important goal of Oxnard School District is to maintain a safe and healthful environment for students based on the district's philosophy that puts the needs of the student first; and

NOW, THEREFORE, BE IT RESOLVED that the Oxnard School District Board of Trustees hereby authorizes and approves the application to, and participation in, AB 923 Ventura County School Bus CNG Tank Replacement Grant Program administered by the Ventura County Air Pollution Control District; and

BE IT FURTHER RESOLVED that the Oxnard School District Superintendent or designee is hereby authorized and empowered to execute in the name of the Oxnard School District a standard grant agreement with the Ventura County Air Pollution Control District in an amount to be determined and all other necessary documents to implement and carry out the purposes of this resolution.

Passed, approved, and adopted this 3rd day of June, 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 #14-46 adopted at a regular meeting place thereof on the 3rd day of June, 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: June 3, 2015

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales

Date of Meeting: 6/3/15

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 _____

Consider Approval of Amendment #001 to Agreement #12-231 for SVA Architects to Provide Additional Architectural Services for Project #3 – Lemonwood School Reconstruction to Design an Early Childhood Development Facility (Morales/Cline/CFW)

At the May 15, 2013 Board meeting, the Board of Trustees approved Agreement #12-231 with MVE Institutional (now known as SVA Architects) to provide Architectural Services for the reconstruction of Lemonwood School. The Board also approved a conceptual site layout at that time that proposed that Building 3 of the original campus be retained during construction of the new Lemonwood and repurposed for use as an Early Childhood Development facility (“the facility”). The facility will provide classrooms that meet Board approved specifications for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. In January 2015, the Board of Trustees approved and adopted the fourth Semi-Annual Report of the Facilities Implementation Program, providing a budget of \$860,386 for the improvements required to create the facility.

CFW worked with District staff to develop programming for the facility and presented a conceptual reconfiguration to the Board on February 4, 2015. The existing Building 3 is a six-room facility containing two existing full-size Kindergarten rooms that have immediate access to student toilets, storage, and adequate indoor play space. The remaining four rooms are to be reconfigured into three preschool classrooms that will share student toilets, hand washing stations, a workroom and a kitchenette. Minor improvements to outdoor play space are also included in the proposed program.

Pursuant to Board direction to assign a prequalified architect as well as the need to have some uniformity and integration between the Early Childhood Development facility with the new Lemonwood construction, the District obtained a proposal from SVA Architects. Schedule and design efficiencies may be achieved as a result of SVA’s existing familiarity with the site, ongoing work on the Lemonwood reconstruction, and reuse of preexisting work product applicable to the facility.

The design efforts will commence immediately with the final design submitted to the Division of the State Architect (DSA) for approval as soon as possible. Construction is intended to occur during the Phase 3 portion of the overall Lemonwood construction schedule that has a completion date scheduled for November 2017.

Design of the facility will follow Educational Specifications previously approved and adopted by the Board and adapted to the Lemonwood site as well as conform to the State licensure requirements for preschool facilities, as regulated by Title 22 of the California Code of Regulations.

FISCAL IMPACT:

Amendment #001 to Agreement #12-231 includes services required to design, obtain DSA and other agency approvals, provide integrated space planning, and perform construction administration services for the Early Childhood Development facility for a total lump sum fee amount of:

Ninety Three Thousand Nine Hundred and Fifty Dollars and No Cents [\$93,950.00].

Amendment #001 to Agreement #12-231 will be funded using Measure “R” funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment #001 to Agreement #12-231 with SVA Architects to complete additional design services related to the design and construction of an Early Childhood Development facility at the Lemonwood School site during the Phase 3 of the school’s construction schedule.

ADDITIONAL MATERIAL(S):

- Amendment #001, SVA Architects (2 pages)
- Exhibit A – Vision and Specifications for Lemonwood ECDC (8 pages)
- Exhibit B - SVA Proposal to perform additional architectural services for Lemonwood ECDC (9 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

Amendment No. 1 to Architect Services Agreement No. 12-231

The Architect Services Agreement No. 12-231 (“Agreement”) entered into on May 15, 2013, by and between the Oxnard School District (“District”) and SVA Architects, Inc., formerly known as MVE Institutional (“Architect”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Architectural Services Agreement No. 12-231 (“Amendment”).

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 3 of the District’s Facilities Implementation Plan, otherwise referred to as the Lemonwood K-8 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and has submitted the construction documents to the Division of the State Architect (“DSA”) for review and approval;

WHEREAS, DSA is currently reviewing the Project and the District and Architect anticipate receiving DSA Approval no later than early July 2015;

WHEREAS, the District is considering accelerating the construction of the new Lemonwood K-8 School consistent with the District’s original schedule for the Project;

WHEREAS, the Board of Trustees has considered the vision statement for the Early Childhood Development Center at Lemonwood (“ECDC”) and has directed CFW to proceed with the design of the ECDC;

WHEREAS, the Board recognizes that there are schedule and design efficiencies that may be achieved by amending the existing contract with Architect to include the additional ECDC work because of Architect’s familiarity with the site, ongoing work on the Lemonwood reconstruction, and reuse of preexisting work product applicable to the facility

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to strike SECTION 3 of the Agreement and replace it with the following amended language:

SECTION 3: THE PROJECT. The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit “A”, consisting of reconfiguring Building 3, a six-room facility, to include five (5) flexible 21st Century Kindergarten, Transition Kindergarten and/or Pre-school classrooms, including indoor activity space, shared toilets, hand washing stations, shared workroom/storage and kitchenette area (hereinafter, “Amended Project”). Incorporated herein, to the extent that it is not inconsistent with the terms of this Amendment or the original Agreement, as Exhibit “F” is Architect’s description of additional services related to the ECDC Project.

**Amendment No. 1 to Architect
Services Agreement No. 12-231**

The Parties agree to add a new SECTION 5.2a to the Agreement as follows:

SECTION 5.2a. Additional Compensation for ECDC. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

Ninety-Three Thousand Nine Hundred Fifty Dollars and No Cents (\$93,950.00)

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No 12-231 entered into and executed by the Parties on May 15, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions identified in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: _____
Dr. Cesar Morales, Superintendent

Date

SVA ARCHITECTS, Inc.

By: _____
Robert M. Simons, AIA

Date

LEMONWOOD ELEMENTARY EARLY CHILDHOOD DEVELOPMENT CENTER

VISION & SPECIFICATIONS

OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. As part of the District’s ongoing modernization program, existing classroom buildings are being reconfigured to provide space for enhanced kindergarten programs that may also be utilized to accommodate transitional kindergarten and preschool programs as the need arises (hereinafter “early childhood development classrooms”). These existing facilities are being expanded and/or modernized to support the learning needs of kindergarten and pre-kindergarten children, hands-on experiential teaching methods, and interactive learning tools. These improved classrooms should be designed and built according to the vision and specifications contained herein.

Relative to the District’s Board adopted specifications for Kindergarten facilities, classrooms may be designed to dually function for use as a preschool if they also conform to Title 22 of the California Code of Regulations, as follows:

- A minimum of 75 square feet per child of outdoor activity space based on the total licensed capacity

- Safe access to outdoor activity area that includes a shaded rest area. Equipment and activities must be arranged so as not to interfere with each other
- A fenced enclosing the outdoor activity area that is at least 4 feet high and is capable of preventing children from leaving the area unnoticed
- A minimum of 35 square feet per child of indoor activity space based on the total licensed capacity
- Individual storage spaces for each child to store his/her belongings
- One toilet and one hand washing sink for every 15 children or fraction thereof. A separate toilet and sink must be provided in reserve for use by teachers, staff, ill children, and in the case of an emergency
- A drinking fountain for use by children both inside and outside

Table 1: Generic Preschool Specifications adopted by the Board

<i>Description</i>	<i>Area</i>	<i>Units</i>	<i>Quantity</i>	<i>Total</i>
Indoor Activity Space				5,745
Classroom	1,120	sf	4	4,480
Restroom / Drinking Fountain	85	sf	9	765
Workroom / Storage	200	sf	2	400
Equipment Storage	100	sf	1	100
Outdoor Activity Space				9,600
Activity/Play area	8,400	sf	1	8,400
Play Structure	1	ea		
Shaded rest area	1,200	sf	1	1,200
Drinking Fountain	1	ea		
			TOTAL	15,345

EXHIBIT "A"

An Educational Specification conforming to the State requirements has been developed and is shown in Table 1 on the prior page, as included within the third Semi-Annual Facilities Implementation Program update adopted by Trustees in July 2014.

The Specification provides for theoretical maximum capacity pursuant to State guidelines; in practice Oxnard preschool programs may vary from site to site, and must consider availability of existing space as well as typical staffing practices. As such, program requirements have been assessed specifically for the Lemonwood campus in order for the specification to be adapted proportionally to the proposed Lemonwood facility.

The remainder of this document is divided into two parts: a vision that describes the anticipated use of early childhood development classrooms from the perspective of users observing the new facilities upon completion, and specifications of needed facilities reconfiguration and required design elements at the Lemonwood site in order to achieve the stated vision.

CLASSROOM VISION

When you enter an early childhood development classroom at Lemonwood, you will see the entire class sitting on a carpet with the teacher leading a discussion. The teacher interacts with the children on topics including the day's events and what they will be learning, the date and weather, behavior expectations or redirection, and a review from yesterday learning. Often one child is chosen as the special child of the day. The teacher asks the "child of the day" a few questions related to his or her interests, while the other children listen. The other children are now encouraged to share with the whole group. The children are encouraged to ask questions of the teacher and of their peers.

Following the whole class meeting, the children disperse to various "areas" in the classroom. Each child is free to go to the area that interests him or her most. The children may interact with other children or learn independently. The classroom becomes very noisy with children talking,

sharing and some learning independently. The classroom is designed to foster creativity, investigation and inquiry. Typically, there are four different areas to accommodate young children's play: dress up area, play kitchen area, building area, and an art area. There are tables and chairs in each of these areas.



There is another area in the classroom with tables and chairs where children are able to sit to do paper/pencil tasks, art projects, building projects, or eat. The tables are round or square and seat four or five children to a table.

This particular day, the teacher sets up a special art activity in the art area using play dough. The students may create any number of things with the play dough. Earlier in the week, the teacher sets up a special building project in the building area using small pieces of wood that the children may glue together in any shape they wished. The wood may also be painted.

After the end of the free play time, the students may go outside. The play yard is located next to the classroom. There is a play structure for the students to play on, tricycles to ride, and a built in sand box filled with appropriate sand toys, and an art easel with supplies. This area is enclosed by a 4-foot fence with a gate that locks so that students cannot leave the area unnoticed. There is a drinking fountain for the children to use.

EXHIBIT "A"

When the children come in from outdoor play, they wash their hands and then sit at the tables and have a snack. The teacher then brings the children together in a group on the carpeted floor and reads a story to them. The walls of the classroom are full of "rich print" material and student work. There are multiple places for students' work to be displayed.

In the classroom, there are two bookshelves to store learning materials and manipulates. There are also "cubbies" for the students to store their backpacks and other treasures. Books shelves that hold the little books for students to read are located near the carpet that the students sit on for whole group gatherings. A book holder for the big books the teacher reads to the whole class is located near the rug area as well. These books are also available to the students to read and look at during class time. There are three painting easels that are taken outside during painting time. There is a sink that may be used for science and art projects and for washing hands prior to snacks and lunch.

The teacher has a desk off to the side and at the back of the classroom. There is a two-drawer filing cabinet and a laptop computer. The restroom is accessible from the classroom so that the young children do not have to leave the classroom to use the restroom. The restroom is divided into two parts: a toilet room and sink area. Preferably, the sink is fully located within the classroom area and doubles as both a hand washing sink for the toilet rooms and a general purpose sink for classroom activities.

The additional early childhood development classrooms mirror the design of the one described. They share the outdoor play area and the support space between the two classrooms. This support space houses the shared student restrooms, a storage area for classroom materials and supplies and a kitchenette with counter space for a microwave, refrigerator and sink.

DESIGN SPECIFICATIONS

These classrooms must, upon completion, be configured, furnished and equipped to realize the above vision. Classrooms must also proportionally

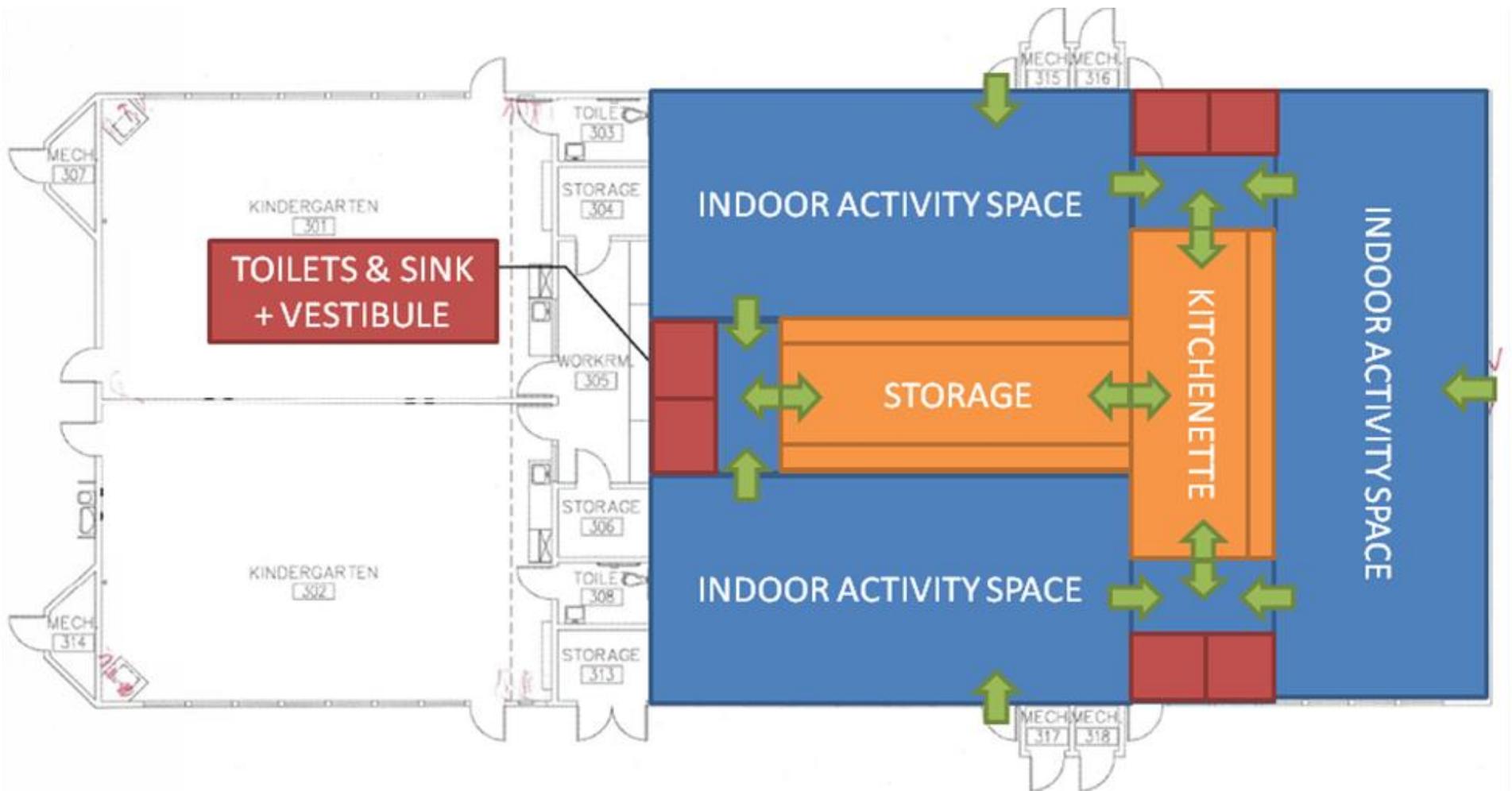
address the Educational Specifications approved by the Board of Trustees and State certification requirements for preschool facilities.

LEMONWOOD RECONFIGURATION

The Oxnard Facilities Implementation Program provides for the replacement of aging facilities at the Lemonwood Elementary School with a new K-8 school facility. Construction will occur over three phases and requires the removal of all but one building from the existing Lemonwood campus.

Building 3 will be preserved in this process and, once the new campus is complete, will be reconfigured for use as an early childhood development center. The existing Lemonwood Building 3 houses six classrooms. Rooms 301 and 302 are designed and equipped as kindergarten classrooms that feature attached workroom, storage and restroom spaces, while Rooms 309-312 are designed as standard classrooms.

CFW recently surveyed Building 3 dimensions. Rooms were measured with a laser-guided distance measurement instrument rated to $\pm 1/16$ inch accuracy. It should be noted, however, that the measurements are unlikely to match the District's archived construction or architectural documents given the occasional obstruction by equipment (e.g., wall-mounted markerboards) or materials that could not be avoided during the survey. As such, measurements provided herein are used as an approximation to provide adequate detail for preparing preliminary guidance to design and engineering professionals.



Rooms 301 and 302 are both designed to kindergarten standards and are approximately 38'2" by 26'1" and provide 997 square feet. Attached to these rooms are two small rooms housing toilets measuring approximately 36 square feet, a shared workroom measuring 156 square feet, and two storage rooms measuring approximately 41 square feet. In the aggregate, each kindergarten class is provided with 1,152 square feet of functional space.

Rooms 309 and 310 each measure approximately 34'9" by 26'1" and provide 909 square feet of functional space, while Rooms 311 and 312

measure approximately 34'7" by 26'1" and provide 904 square feet of functional space. The combined total square footage of these rooms is approximately 3,626 square feet, but should be confirmed by the assigned architect at the start of conceptual design.

The reconfiguration of Building 3 consists of utilizing the space provided by Rooms 309-312 only. Rooms 301 and 302, along with their attached support facilities, require only minimal improvements to provide functional space for the programs at the site. The 3,626 square feet in Rooms 309-312 will be used to provide a total of three preschool classrooms (each with 875 square

EXHIBIT "A"

feet of interior activity space) and shared support facilities. The support facilities will not exceed 995 total square feet and will contain the following uses:

- Shared workroom/storage area totaling approximately 260 square feet
- Student toilets and adjacent hand washing stations totaling approximately 400 square feet or matching the requirements of State standards
- Additional toilet provided in reserve for use by teachers, staff, ill children, and in the case of emergency of approximately 85 square feet
- Shared kitchenette area of approximately 125 square feet
- Remaining square footage used for the above elements or for required circulation and compliance with ADA parameters

The achievement of these elements consistent with kindergarten requirements as well as State preschool licensure requirements pursuant to Title 22 will allow certification of the three preschool classrooms to house 25 preschool children per classroom (875 square feet of indoor activity space divided by 35 square feet of activity space per student). Conservatively, it is estimated that the proposed preschool facilities will be able to accommodate up to 100 children at any one time.

OUTDOOR PLAY SPACE

In order to comply with State preschool licensure requirements pursuant to Title 22, a minimum amount of outdoor activity space is to be provided. The following items are included as requirements of the reconfiguration:

- Existing Activity Space: The currently existing play area space to the southwest will be reassigned for use by the early childhood development program. An existing shaded seating area, as well as seating provided underneath the roof overhangs, shall be preserved to maintain State compliance for provision of shaded rest space. Additional shading opportunities shall be explored where available within the project budget.
- The existing fencing facing south and west of the play area exceeds the State's 4-foot height requirement and may be preserved or replaced with fencing of similar height as needed in the future. An additional fence must be installed to comply with the 4-foot height requirement at the north end of the play area, so as to separate the space from the kindergarten buildings and play area anticipated to the north.

Additionally, a parking area has been set aside immediately west of the Early Childhood Development Center. The parking area provides a driveway and 13 parking spaces, suitable for parents to use when escorting their children into the Center, in compliance with State preschool licensure requirements pursuant to Title 22 for pickup and drop-off from childcare facilities.

INDOOR ACTIVITY SPACE:

State preschool licensing requirements indicate that the following items shall not be included in the calculation of minimum indoor activity space:

- Restroom, halls, offices, isolation areas, food preparation areas and storage places
- Floor space occupied by shelves, permanent built-in cabinets, space used to meet individual child storage needs, and office equipment

EXHIBIT "A"

Floor area under tables, desks, chairs and other equipment intended for use as part of children's activities shall be included in the calculation of indoor activity space. As a result, it is very important that the aforementioned square footage allocated to indoor activity space exclude all support functions (e.g., storage, toilets, etc.). Instead, dedicated space for these functions are to be accommodated either within the classroom as square footage in excess of the required activity space or in adjoining shared rooms. Design solutions are preferred that allow the workroom/storage area, the student restrooms, adult restroom and kitchenette all to be accessible between the indoor activity spaces.

Storage: State preschool licensure requirements include minimum storage requirements under Section 101238.4 of Title 22. This section requires that:

- Each child must have an individual permanent or portable storage space for his/her clothing, personal belongings and/or bedding
- A permanent or portable storage space is provided in the playrooms for play materials and equipment
- Napping equipment must be stored at the center when not in use
- Combustibles, cleaning equipment and cleaning agents must be stored in an area separate from food supplies in a locked cabinet or in a location inaccessible to children

Additionally, State preschool licensure requirements pursuant to Title 22 do not allow the square footage dedicated to the above functions to count toward the calculation of interior activity space.

Traditional classroom casework often monopolizes wall space and oversaturates the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of "everyday" use manipulatives, play materials, and equipment. The required floor area for this casework should be

deducted from the square footage allocated to shared storage and not from indoor activity space.

Remaining casework and shelving should be provided in workrooms for storage of "occasional" use materials. Innovative storage solutions that utilize bins, pull-out containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical "cubbies" should be provided to meet individual student storage requirements for personal belongings and other materials.



Finally, State requirements indicate that outdoor play materials and equipment may be stored outdoors, freeing critical space needed within the available building footprint.

Workroom/shared storage: A single shared workroom/storage space of 200-300 square feet is an acceptable solution. Where classroom square footage is utilized to provide storage, the shared storage area will be reduced by an equivalent amount.

The workroom would contain cabinetry on its longer walls below a counter top as well as open shelving running the length of that wall above the counter top. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. Depending on the room configuration, an island work platform may be provided. A space underneath the island space should be provided to allow for rolling carts to be "parked" when not needed in the adjacent indoor activity space.

EXHIBIT "A"

Wherever possible, transparency should be provided between the workroom and adjacent indoor activity space to allow instructors to supervise children while gathering supplies. Retail storefront window systems above cabinetry may be utilized to accommodate this effect on walls without shelving.

Restrooms: Restrooms should be divided into two areas. A retail storefront door from the classroom leads into the first area, a vestibule that may also connect to an adjoining early childhood development classroom. The vestibule contains two sinks with drinking fountains. The two walls of the vestibule that separate it from the classroom feature large windows that provide transparency between the classroom and sink space to improve teacher supervision and increase safety.

Within the vestibule are doors leading to two toilet rooms, each containing age-appropriate toilet fixtures. There is a restroom for boys and a restroom for girls. Alternatively, both are labeled in a gender-neutral manner to accommodate either girls or boys at any given time. These restrooms are shared by two adjoining classrooms, as per kindergarten specifications.



One extra toilet and sink is provided for the teachers, staff, ill children or any other emergency. In order to accommodate five student toilet fixtures

and one extra toilet room for adults, three sets of two toilet rooms are recommended.

Kitchenette area: This area is also shared by adjacent classrooms. It should have some counter space and cabinetry with room for a microwave, refrigerator and sink. This area is used by the teacher or teacher's aide when preparing for student snack and lunch time. Preschoolers must eat family style, so food must be placed into serving bowls and then washed after lunch.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Tables are either round or rectangular and seat 4-5 students. Seating is stackable and provided at a size appropriate for kindergarten aged students. Tables and seating is provided to accommodate the same number of students as allowed by State licensing guidelines. Given the 875 square feet of available indoor activity space specified herein, a total of **25 students per room** are to be accommodated by the tables and chairs provided.



One "kidney" or "puzzle piece" shaped table is provided, with an appropriate number of student chairs. The space should also accommodate four additional activity tables with appropriate number of student chairs. An instructor desk, moveable file cabinet/storage on casters, and moveable book cart on casters are also required furnishings.

Tack boards: At the kindergarten level, there is a significant need for continuous wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tack boards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Markerboard (whiteboard): Writable surfaces are required on one wall in the classroom. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces behind are highly encouraged. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

Window coverings: Walls with windowed surfaces may be covered by marker boards and/or tack boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of kindergarten children.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen display: A single flat screen display measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of three HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized

television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned on the wall so that the bottom of the display meets DSA expectations for clearance height when stowed. The mounting should also provide the option of extending the display out from the wall and thus permitting the display to extend downward 1-2 feet and pivot to the left or right for an approximate turning angle of 45 degrees. Cabling should be obscured behind the mount and within the wall.

AV Device Mount: A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display, or on the wall nearby, in order to reduce reliance on furniture or fixed cabinetry.

SUMMARY

The vision and specifications of early childhood development classrooms contained herein has been developed with the input of District staff as well as kindergarten and preschool educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design appropriate for kindergarten use that may also satisfy needs as preschool space.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new classroom space is achieved through innovative choices on furniture, fixtures, and equipment. As the "essence" of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

May 20, 2015

Mr. Yuri Calderon

CFW Account Executive

Caldwell Flores Winters, Inc.

1901 S. Victoria Avenue #106

Oxnard, CA 93035

Email: ycalderon@cfwinc.com

**Re: Oxnard School District
Fee Proposal for Early Childhood Development Center at Lemonwood Elementary School**

Dear Mr. Calderon:

Based on the letter dated May 1, 2015 with the Visions & Specifications for the **Lemonwood Elementary Early Childhood Development Center** ("Project") provided by **Caldwell Flores Winters, Inc.** ("CFW"), **SVA Architects, Inc.** ("SVA") would like to provide our fee proposal along with the requested responses.

I. Project Background

The Project will repurpose a portion of existing facilities at the Lemonwood campus (Address: 2200 Carnegie Street Oxnard, CA 93033) for either kindergarten or preschool use. More information about the project is contained in the 8-page Vision & Specifications document. Project scope includes upgrading existing classroom space into three 21st century preschool classrooms with amenities such as kitchenette, workroom/storage, and restrooms. There will also be minor improvements for the spaces not subject to the reconfiguration.

II. Conceptual Understanding & Design Fee Proposal

- A. With SVA's current role and familiarity at the Lemonwood site, we also feel strongly that our team would be the best fit to provide the uniformity and the integration required for this proposed Early Childhood Development Center.
- B. SVA will provide the requested professional services for a fixed fee of **Ninety Three Thousand Nine Hundred and Fifty Dollars (\$93,950.00)** which includes architectural and engineering services to satisfy and achieve DSA approval for this project. Our proposed fee includes integrated space spanning services which will be sufficient to achieve interior and exterior FF&E components.

Oxnard School District
**Early Childhood Development Center
at Lemonwood Elementary School**
May 20, 2015
Page 2



- C. SVA will plan to commence the project in late May 2015 and will target to submit to DSA no later than August 2015. We understand the District's goals to complete the re-use of Building 3 as part of the final phase of work at Lemonwood.
- D. Reimbursement for any direct expenses will be at 1.10 times the actual expense. Reimbursable expenses will include, but be limited to, computer plots, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, messenger services, and travel expenses. SVA's in-house progress sets are excluded from reimbursement.

III. Feedback to Vision & Specifications

We have reviewed and examined the Vision & Specifications provided for the project and we feel that it is a very detailed and thoughtful document.

The only recommendation we would add to achieving the District's visioning statement is to mention that the existing structure may influence the interior reorganization of the interior activity spaces as they relate to the placement of new doors, windows and utilities. No immediate impact are known, but will be revealed towards the beginning of the design process.

As far as other recommendations, we noticed the interior kitchenette (used for the preparation of meals) could be a challenge as the diagram is showing the deliveries occur through one of the classrooms; we would like to suggest an exterior access so it would be less disruptive to the classrooms.

It was also mentioned that one of the six restrooms will be used for emergencies or staff use. If it is the same size as a toilet room, it may not have sufficient clearance for the inclusion of a sink (which we believe is required per the visioning statement).

Besides these comments, we believe the organization of the activity spaces will support a pre-school program as per their visioning statement. SVA looks forward to collaborating with the District and CFW in finalizing the design.

IV. Itemized Conceptual Cost Estimate

SVA and our Cost Consultant reviewed the Lemonwood Early Childhood Development Center Vision & Specification; we have a good understanding of the project components and District's expectations. Attached is a 5-page, lined item, conceptual cost estimate reflecting such developed by Sierra West Group. It is currently exceeding the budget provided in the RFP; SVA would like the opportunity to discuss with the District and CFW to generate a strategy and project approach to achieve a project that meets the established budget.

Oxnard School District
**Early Childhood Development Center
at Lemonwood Elementary School**
May 20, 2015
Page 3



If the above is agreeable and consistent with our mutual understanding, please sign one original of this Letter of Understanding and return it to us as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work. The attached terms and conditions are hereby fully referenced and incorporated.

Sincerely,

SVA Architects, Inc.

A handwritten signature in blue ink that reads "Robert M. Simons" with a long horizontal flourish extending to the right.

Robert M. Simons, AIA
President & Partner
License No.: C18301

Attachments: Conceptual Cost Estimate
Terms and Conditions

Oxnard School District
 Child Development Center - Modernization to 21st Century Learning
 Budget Estimate



COMPONENT COST SUMMARY

ARCHITECT: SVA Architects

GROSS SF: 6,862
DATE: 8-May-15

BUILDING SYSTEM SUMMARY		COST W/O		COST W/	
SYSTEM		MARK UP	\$/GSF	MARK UP	\$/GSF
	SITE WORK	\$9,950	\$1.45	\$12,722	\$1.85
SITE WORK		\$9,950	\$1.45	\$12,722	\$1.85
	1.0 BLDG DEMOLITION	\$33,346	\$4.86	\$42,636	\$6.21
	3.0 SLAB REPAIR FOR PLUMBING	\$19,050	\$2.78	\$24,357	\$3.55
	5.0 CAULKING AND SEALANTS	\$2,500	\$0.36	\$3,196	\$0.47
SHELL		\$54,896	\$8.00	\$70,189	\$10.23
	6.0 INTERIOR PARTITION	\$46,313	\$6.75	\$59,215	\$8.63
	7.0 INTERIOR FINISHES	\$109,469	\$15.95	\$139,965	\$20.40
INTERIORS		\$155,781	\$22.70	\$199,180	\$29.03
	8.0 MISC. EQUIPMENT	\$55,075	\$8.03	\$70,417	\$10.26
	8.0 21ST CENTURY CLASSROOM UPGRADES	\$179,102	\$26.10	\$228,997	\$33.37
FUNC. EQUIPMENT		\$234,176	\$34.13	\$299,414	\$43.63
	10.0 PLUMBING	\$88,955	\$12.96	\$113,737	\$16.57
	11.0 HVAC	\$10,500	\$1.53	\$13,425	\$1.96
	12.0 ELECTRICAL	\$68,620	\$10.00	\$87,737	\$12.79
	13.0 FIRE PROTECTION	\$10,293	\$1.50	\$13,160	\$1.92
MECHANICAL / ELECTRICAL		\$178,368	\$25.99	\$228,059	\$33.24
TOTAL BUILDING		\$623,222	\$90.82		
SUBTOTAL CONSTRUCTION (BUILDING AND SITE)		\$633,172	\$92.27		
	19.0 GENERAL CONDITIONS	8%	\$50,654	\$7.38	
	20.0 OVERHEAD & PROFIT	5%	\$34,191	\$4.98	
	23.0 BONDS AND INSURANCE	2.5%	\$17,950	\$2.62	
	24.0 CONTINGENCY	10%	\$73,597	\$10.73	
SUBTOTAL MARK UPS			\$176,392	\$25.71	
SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS			\$809,564	\$117.98	\$809,564
TOTAL HARD COST CONSTRUCTION			\$809,564	\$117.98	\$809,564
SOFT COSTS					
	FF&E		\$50,000		
	REMAINING SOFT COSTS	25%	\$202,391		
NOTE: MODERNIZATION SCOPE NOT INCLUDED ABOVE: REPLACEMENT OF EXTERIOR GLAZING, EXTERIOR DOORS, ADA THRESHOLD (IF REQUIRED), ROOFING, MECHANICAL SYSTEM, LIGHTING OUTSIDE THE 21ST CENTURY CLASSROOMS, EXTERIOR PAINT, POWER UPGRADE (IF REQUIRED) AND HAZMAT ABATEMENT.					
TOTAL PROJECT COST CONSTRUCTION			\$1,061,955	\$154.76	

Oxnard School District
 Child Development Center - Modernization to 21st Century Learning
 Budget Estimate



ARCHITECT: SVA Architects

GROSS SF: 6,862

DATE: 8-May-15

BY: J. Moreno

BUDGET ESTIMATE

TRADE	SYSTEM	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL	COST/GSF
						NOT ANTICIPATED	
205.0	1.0	SUBTOTAL-DEMOLITION	6,862	BLDG SF			
						NOT ANTICIPATED	
220.0	14.0	SUBTOTAL-EXCAVATION, FILL AND GRADING	6,862	BLDG SF			
						NOT ANTICIPATED	
277.0	15.0	SUBTOTAL- SITE UTILITIES	6,862	BLDG SF			
						NOT ANTICIPATED	
		4' CL FENCE	398	LF	\$25.00	\$9,950	\$1.45
299.0	16.0	SUBTOTAL-GENERAL SITE WORK	6,862	BLDG SF		\$9,950	\$1.45
VERIFY		REMOVE DOORS, FRAMES, THRESHOLDS		EA	\$500.00		
		REMOVE EXTERIOR GLAZING		SF	\$10.00		
		REMOVE INTERIOR PARTITIONS	1,100	SF	\$2.50	\$2,750	\$0.40
		REMOVE AND SALVAGE CASEWORK	144	LF	\$40.00	\$5,760	\$0.84
		REMOVE TOILET PARTITIONS	5	EA	\$50.00	\$250	\$0.04
		REMOVE FLOOR FINISHES	6,862	SF	\$1.50	\$10,293	\$1.50
		REMOVE PLUMBING FIXTURES	10	EA	\$250.00	\$2,500	\$0.36
		MECHANICAL DEMOLITION	6,862	SF	\$1.00	\$6,862	\$1.00
		ELECTRICAL DEMOLITION	6,862	SF	\$0.50	\$3,431	\$0.50
		MISCELLANEOUS DEMOLITION	1	LOT	\$1,500.00	\$1,500	\$0.22
		SUBTOTAL- BLDG DEMOLITION	6,862	BLDG SF		\$33,346	\$4.86
		SAWCUT/ DOWEL FOR PLUMBING	240	LF	\$20.00	\$4,800	\$0.70
		REMOVE/ REPLACE SLAB ON GRADE	570	SF	\$25.00	\$14,250	\$2.08
310.0	3.0	SUBTOTAL-SLAB ON GRADE	500	FLSF		\$19,050	\$2.78
						NOT ANTICIPATED	
410.0	4.0	SUBTOTAL-EXTERIOR WALLS		SF			
		INTERIOR PARTITIONS	1,300	SF	\$7.50	\$9,750	\$1.42
		INTERIOR PARTITIONS- FURRED (PLUMBING CHASE)	370	SF	\$5.00	\$1,850	\$0.27
410.0	6.0	SUBTOTAL-INTERIOR WALLS	1,670	SF		\$11,600	\$1.69
		BATT INSULATION- ACOUSTICAL	1,670	SF	\$0.64	\$1,069	\$0.16
720.0	6.0	SUBTOTAL-INSULATION	1,670	SF		\$1,069	\$0.16
		PATCH/ REPAIR ROOFING AT (N) PENETRATIONS	1	LOT	\$2,500.00	\$2,500	\$0.36
		EXHAUST FAN AND VENTING					
740.0	5.0	SUBTOTAL- ROOFING	11,680	RFSF		\$2,500	\$0.36

Oxnard School District
 Child Development Center - Modernization to 21st Century Learning
 Budget Estimate



ARCHITECT: SVA Architects

GROSS SF: 6,862

DATE: 8-May-15

BY: J. Moreno

BUDGET ESTIMATE

TRADE	SYSTEM	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL	COST/GSF
		CAULKING AND SEALANTS		SF	\$0.50		
790.0	5.0	SUBTOTAL-CAULK & SEALANTS	6,862	BLDGSF			
		THRESHOLDS TO EXT. DOORS		EA	\$1,200.00		
		REPLACE EXTERIOR DOORS AND HARDWARE		EA	\$2,000.00		
810.0	4.0	SUBTOTAL-DOORS/FRAMES/HDWR - EXT.		DRS			
		INTERIOR DOORS AND FRAMES- COMPLETE	6	EA	\$1,800.00	\$10,800	\$1.57
810.0	6.0	SUBTOTAL-DOORS/FRAMES/HDWR - INT.	6	DRS		\$10,800	\$1.57
		REPLACE EXTERIOR GLAZING		SF	\$65.00		
830.0	4.0	SUBTOTAL-EXTERIOR GLAZING		SF			
		INTERIOR GLAZING	40	SF	\$60.00	\$2,400	\$0.35
840.0	7.0	SUBTOTAL-INTERIOR GLAZING	40	SF		\$2,400	\$0.35
		CERAMIC TILE- FLOORING	485	SF	\$16.50	\$8,003	\$1.17
		CERAMIC TILE- BASE	240	LF	\$13.80	\$3,312	\$0.48
		CERAMIC TILE WAINSCOT	960	SF	\$17.00	\$16,320	\$2.38
930.0	7.0	SUBTOTAL-CERAMIC TILE	1,445	SF		\$27,635	\$4.03
		(N) CEILING FINISHES	6,862	SF	\$6.00	\$41,172	\$6.00
950.0	7.0	SUBTOTAL-ACOUSTICAL TILE	6,862	SF		\$41,172	\$6.00
		CLEAN/ REPAIR (E) CONCRETE FLOOR	6,377	SF	\$1.00	\$6,377	\$0.93
		MIXED FLOORING OUTSIDE RESTROOM AREAS	6,377	SF	\$5.00	\$31,885	\$4.65
965.0	7.0	SUBTOTAL-FLOORING	6,377	FLSF		\$38,262	\$5.58
		PAIN TO GYPSUM BOARD	4,000	SF	\$0.80	\$3,200	\$0.47
		EXTERIOR PAINT		SF	\$1.85		
		PAIN TO DOORS/ FRAMES	6	EA	\$250.00	\$1,500	\$0.22
		VINYL COVERED TACKBOARD	1,296	SF	\$14.00	\$18,144	\$2.64
990.0	6.0	SUBTOTAL-PAINT/ WALL COVERING	6,862	BLDGSF		\$22,844	\$3.33

Oxnard School District
 Child Development Center - Modernization to 21st Century Learning
 Budget Estimate



ARCHITECT: SVA Architects

GROSS SF: 6,862

DATE: 8-May-15

BY: J. Moreno

BUDGET ESTIMATE

TRADE	SYSTEM	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL	COST/GSF
		TOILET PAPER DISPENSERS	5	EA	\$ 33.48	\$167	\$0.02
		SEAT COVER DISPENSERS	5	EA	\$51.90	\$260	\$0.04
		PAPER TOWEL DISPENSER	10	EA	\$ 400.00	\$4,000	\$0.58
		SOAP DISPENSERS	2	EA	\$ 108.80	\$218	\$0.03
		MIRRORS	2	EA	\$ 65.00	\$130	\$0.02
		GRAB BARS	4	PRS	\$ 265.00	\$1,060	\$0.15
1010.0	8.0	SUBTOTAL-TOILET ACCESSORIES	6,862	BLDGSF		\$5,835	\$0.85
		DRINKING FOUNTAIN GUARDRAILS	1	PR	\$ 350.00	\$350	\$0.05
		WINDOW COVERINGS		SF	\$ 8.50		
		KITCHENETTE	1	LS	\$ 7,500.00	\$7,500	\$1.09
		SIGNAGE	6	EA	\$ 65.00	\$390	\$0.06
1099.0	8.0	SUBTOTAL-MISCELLANEOUS SPECIALTIES	6,862	BLDGSF		\$8,240	\$1.20
		REINSTALL CASEWORK/ MODIFY	144	LF	\$250.00	\$36,000	\$5.25
		KITCHENETTE CASEWORK	10	LF	\$500.00	\$5,000	\$0.73
1160.0	8.0	SUBTOTAL-CASEWORK	6,862	BLDGSF		\$41,000	\$5.97
		21ST CENTURY LEARNING UPGRADES					
		ACOUSTICS	2,625	SF	\$5.73	\$15,039	\$2.19
		VISUAL INTEREST (PAINT, TEXTURES, PATTERNS, GRAPHICS)	2,625	SF	\$6.00	\$15,750	\$2.30
		CLASSROOM COMFORT AND INDOOR AIR QUALITY (IAQ)	2,625	SF	\$22.50	\$59,063	\$8.61
		ARTIFICIAL LIGHTING/ DIMMING CONTROLS/ LIGHT SHELF	2,625	SF	\$20.00	\$52,500	\$7.65
		TECHNOLOGY	2,625	SF	\$14.00	\$36,750	\$5.36
		FURNISHINGS - FLEXIBLE	2,625	SF	\$16.50	OFOI	
	NOTE:	STANDARD MODERNIZATION INCLUDED OUTSIDE (FINISHES, WINDOW COVERINGS, AS NEEDED OPERABLE GLAZING, ELEC. UPGRADE)					
1160.0	13.0	SUBTOTAL-21ST CENTURY UPGRADES	2,625	BLDGSF	\$68.23	\$179,102	\$26.10
		FIRE PROTECTION - MODIFY (E) HEADS	6,862	SF	\$1.50	\$10,293	\$1.50
1530.0	13.0	SUBTOTAL-FIRE PROTECTION	6,862	BLDGSF		\$10,293	\$1.50
		WATER CLOSETS	7	EA	\$1,060.47	\$7,423	\$1.08
		LAVATORY - WALL MTD	11	EA	\$1,048.36	\$11,532	\$1.68
		DRINKING FOUNTAIN - HI/ LOW	1	PR	\$3,500.00	\$3,500	\$0.51
		ROUGH IN TO FIXTURES	19	FIX	\$3,500.00	\$66,500	\$9.69
1544.0	10.0	SUBTOTAL-PLUMBING	18	FIX		\$88,955	\$12.96
		HVAC					
		RESTROOM VENTILATION	3	LOC	\$3,500.00	\$10,500	\$1.53
1546.0	11.0	SUBTOTAL-HVAC	6,862	BLDGSF		\$10,500	\$1.53

Oxnard School District
 Child Development Center - Modernization to 21st Century Learning
 Budget Estimate



ARCHITECT: SVA Architects

GROSS SF: 6,862

DATE: 8-May-15

BY: J. Moreno

BUDGET ESTIMATE

TRADE	SYSTEM	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL	COST/GSF
		LIGHTING/ POWER / FA- REPAIR/ MINOR RECONFIGURATION	6,862	SF	\$10.00	\$68,620	\$10.00
1610.0	12.0	SUBTOTAL-ELECTRICAL SYSTEMS	6,862	BLDG SF		\$68,620	\$10.00
		BLDG SUBTOTAL				\$633,172	\$92.27
		GENERAL CONDITIONS		8.0%		\$50,654	
		OVERHEAD & PROFIT		5.0%		\$34,191	
		BONDS AND INSURANCE		2.5%		\$17,950	
		CONTINGENCY		10.0%		\$73,597	
		SUBTOTAL OF MARK UP				\$176,392	\$25.71
		TOTAL MARK UP PERCENTAGE		27.86%			
TOTAL ON BID DAY PER BUILDING						\$809,564	\$117.98

TERMS & CONDITIONS

- A. Standard of Care: Architect shall not be responsible for the performance of the construction contract(s) or contract documents, project site safety, work or products, coordination, or any defects, deficiencies of effects resulting therefrom, by any design/builder, contractor, manufacturer, supplier, fabricator, consultant retained by design/builder, or any other third party (including anyone working or acting on behalf of any of them) except to the extent directly arising out of Architect's sole negligent acts, errors or omissions or willful acts.
- B. Additional Services: All work requested by Client that is outside of the Work described hereunder, shall be compensated to Architect on an hourly basis at the rates described herein.
- C. Revisions to the drawings or changes in the Work that are required as a result of: (1) unforeseen changes in construction; (2) the enactment of changes to applicable laws or building codes; (3) alterations requested by Client that are inconsistent with previous decisions or approvals, including revisions made necessary from changes in Client's program or budget; (4) Client's failure to render decisions in a timely manner; (5) any other circumstance beyond the control of Architect; or (6) changes in interpretation by any governing agency shall be billed as an additional services if Architect demonstrates to Client that an increase in Architect's cost has been incurred.
- D. Ownership of Documents: Any and all documents prepared as a result of the Services are and shall remain the property of Architect.
- E. Termination: Either party may terminate this Agreement on seven (7) days' written notice, provided only that such notice is based upon a good faith belief that the other party has materially breached this Agreement through no fault of the party initiating the termination.
- F. Limitation of Liability: Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liability of Architect, that:
- The sole and exclusive remedy shall be against Architect and its corporate assets;
 - No officer, director or shareholder of Architect shall be sued or named as a party in any suit or action;
 - No judgment shall be taken against any officer, director or shareholder of Architect;
 - No writ of execution will ever be levied against the assets of any officer, director or shareholder of Architect;
 - The covenants and agreements contained in this section are enforceable by Architect and by any of Architect's officers, directors or shareholders.
- G. No Third Party Beneficiaries: there shall be any third party beneficiaries to this Agreement.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales

Date of Meeting: 6/3/15

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 _____

Consider Approval of Amendment #001 to Agreement #12-240 for Dougherty & Dougherty Architects to Provide Additional Architectural Services for Project #4 – Harrington School Reconstruction to Design an Early Childhood Development Facility (Morales/Cline/CFW)

At the June 26, 2013 Board meeting, the Board of Trustees approved Agreement #12-240 with Dougherty & Dougherty Architects to provide Architectural Services for the reconstruction of Harrington School. The Board also approved a conceptual site layout at that time that proposed that a portion of the original campus be retained during construction of the new Harrington and repurposed for use as an Early Childhood Development facility (“the facility”).

The facility will provide classrooms that meet Board approved specifications for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. CFW worked with District staff to develop programming for the facility and presented a conceptual reconfiguration to the Board on March 4, 2015. The existing administration building, kindergarten building, and a portion of Building 4 are proposed to be retained and reconfigured in order to provide a total of four classrooms that will share student toilets, hand washing stations, a workroom and a kitchenette. Improvements to the administration building and outdoor play space are also included in the proposed program.

The Board of Trustees approved an initial budget for the improvements required to create the facility within the fourth Semi-Annual report. A budget adjustment to \$1,083,351 was recommended to the Board upon presentation of the conceptual project in March 2015. The recommended budget is anticipated for Board consideration and adoption within the fifth Semi-Annual report.

Pursuant to Board direction to assign a prequalified architect as well as the need to have some uniformity and integration between the Early Childhood Development facility with the new Harrington construction, the District obtained a proposal from Dougherty & Dougherty Architects. Schedule and design efficiencies may be achieved as a result of Dougherty & Dougherty’s existing familiarity with the site, ongoing work on the

Harrington reconstruction, and reuse of preexisting work product applicable to the facility.

The design efforts will commence immediately, with the final design submitted to the Division of the State Architect (DSA) for approval as soon as possible. Construction is intended to occur in early 2016, once the new Harrington campus has been occupied and will be completed concurrently with remaining site work on the campus.

Design of the facility will follow Educational Specifications previously approved and adopted by the Board and adapted to the Harrington site as well as conform to the State licensure requirements for preschool facilities, as regulated by Title 22 of the California Code of Regulations.

FISCAL IMPACT:

Amendment #001 to Agreement #12-240 includes services required to design, obtain DSA and other agency approvals, provide integrated space planning, and perform construction administration services for the Early Childhood Development facility for a total lump sum fee amount of:

One Hundred Eight Thousand Five Hundred Dollars and No Cents [\$108,500.00].

Amendment #001 to Agreement #12-240 will be funded using Measure “R” funds.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Amendment #001 to Agreement #12-240 with Dougherty & Dougherty Architects to complete additional design services related to the design and construction of an Early Childhood Development facility at the Harrington School site.

ADDITIONAL MATERIAL(S):

- Amendment #001, Dougherty & Dougherty Architects (2 pages)
- Exhibit A – Vision and Specifications for Harrington ECDC (8 pages)
- Exhibit B - Dougherty & Dougherty Proposal to perform additional architectural services for Harrington Early Childhood Development facility (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

Amendment No. 1 to Architect Services Agreement No. 12-240

The Architect Services Agreement No. 12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty + Dougherty Architects, LLP (“Architect”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Architectural Services Agreement No. 12-240 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District’s Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and has submitted the construction documents to the Division of the State Architect (“DSA”) for review and approval;

WHEREAS, the Board of Trustees has considered the vision statement for the Early Childhood Development Center at Harrington (“ECDC”) and has directed CFW to proceed with the design of the ECDC;

WHEREAS, the Board recognizes that there are schedule, design efficiencies and construction that may be achieved by amending the existing contract with Architect to include the additional ECDC work because of Architect’s familiarity with the site, ongoing work on the Harrington reconstruction, and reuse of preexisting work product applicable to the facility

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to strike SECTION 3 of the Agreement and replace it with the following amended language:

SECTION 3: THE PROJECT. The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit “A”, consisting of modifying the existing Kindergarten Classroom Building, Building 3, a two-room facility, to accommodate two pre-school classrooms with immediate access to shared support spaces, modifying Building 4, a five-room classroom facility, to be reconfigured into two (2) flexible 21st Century classrooms, including indoor activity space, shared toilets, hand washing stations, shared workroom/storage and kitchenette area, and upgrade of the Administration Building (hereinafter, “Amended Project”). Incorporated herein, to the extent that it is not inconsistent with the terms of this Amendment or the original Agreement, as Exhibit “F” is Architect’s description of additional services related to the ECDC Project.

The Parties agree to add a new SECTION 5.2a to the Agreement as follows:

**Amendment No. 1 to Architect
Services Agreement No. 12-240**

SECTION 5.2a. Additional Compensation for ECDC. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

One Hundred Eight Thousand Five Hundred Dollars and No Cents (\$108,500.00)

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions identified in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: _____
Dr. Cesar Morales, Superintendent

Date

Dougherty + Dougherty Architects, LLP

By: _____
Brian Dougherty, Principal

Date

HARRINGTON ELEMENTARY EARLY CHILDHOOD DEVELOPMENT CENTER

VISION & SPECIFICATIONS

CLASSROOM VISION

When you enter an early childhood development classroom at Harrington, you will see the entire class sitting on a carpet with the teacher leading a discussion. The teacher interacts with the children on topics including the day's events and what they will be learning, the date and weather, behavior expectations or redirection, and a review from yesterday learning. Often one child is chosen as the special child of the day. The teacher asks the "child of the day" a few questions related to his or her interests, while the other children listen. The other children are now encouraged to share with the whole group. The children are encouraged to ask questions of the teacher and of their peers.

Following the whole class meeting, the children disperse to various "areas" in the classroom. Each child is free to go to the area that interests him or her most. The children may interact with other children or learn independently. The classroom becomes very noisy with children talking, sharing and some learning independently. The classroom is designed to foster creativity, investigation and inquiry. Typically, there are four different areas to accommodate young children's play: dress up area, play kitchen area, building area, and an art area. There are tables and chairs in each of these areas.



There is another area in the classroom with tables and chairs where children are able to sit to do paper/pencil tasks, art projects, building projects, or eat. The tables are round or square and seat four or five children to a table.

This particular day, the teacher sets up a special art activity in the art area using play dough. The students may create any number of things with the play dough. Earlier in the week, the teacher sets up a special building project in the building area using small pieces of wood that the children may glue together in any shape they wished. The wood may also be painted.

After the end of the free play time, the students may go outside. The play yard is located next to the classroom. There is a play structure for the students to play on, tricycles to ride, and built in sand box filled with appropriate sand toys, and an art easel with supplies. This area is enclosed by a 4-foot fence with a gate that locks so that students cannot leave the area unnoticed. There is a drinking fountain for the children to use.

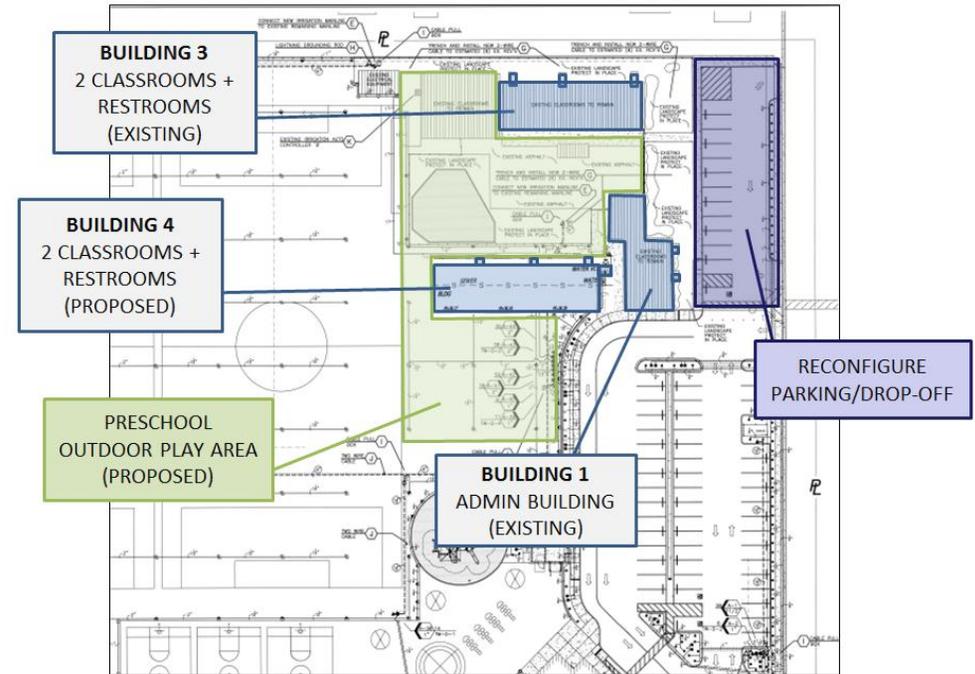
When the children come in from outdoor play, they wash their hands and then sit at the tables and have a snack. The teacher then brings the children together in a group on the carpeted floor and reads a story to them. The walls

Exhibit “A”

of the classroom are full of “rich print” material and student work. There are multiple places for students’ work to be displayed.

In the classroom, there are two bookshelves to store learning materials and manipulates. There are also “cubbies” for the students to store their backpacks and other treasures. Books shelves that hold the little books for students to read are located near the carpet that the students sit on for whole group gatherings. A book holder for the big books the teacher reads to the whole class is located near the rug area as well. These books are also available to the students to read and look at during class time. There are three painting easels that are taken outside during painting time. There is a sink that may be used for science and art projects and for washing hands prior to snacks and lunch.

The teacher has a desk off to the side and at the back of the classroom. There



is a two-drawer filing cabinet and a laptop computer. The restroom is accessible from the classroom so that the young children do not have to leave the classroom to use the restroom. The restroom is divided into two parts: a toilet room and sink area. Preferably, the sink is fully located within the classroom area and doubles as both a hand washing sink for the toilet rooms and a general purpose sink for classroom activities.

The addition early childhood development classrooms mirror the design of the one described. They share the outdoor play area and the support space between the two classrooms. This support space houses the shared student restrooms, a storage area for classroom materials and supplies and a kitchenette with counter space for a microwave, refrigerator and sink.

DESIGN SPECIFICATIONS

Exhibit "A"

These classrooms must, upon completion, be configured, furnished and equipped to realize the above vision. Classrooms must also proportionally address the Educational Specifications approved by the Board of Trustees and State Certification Standards.

HARRINGTON RECONFIGURATION

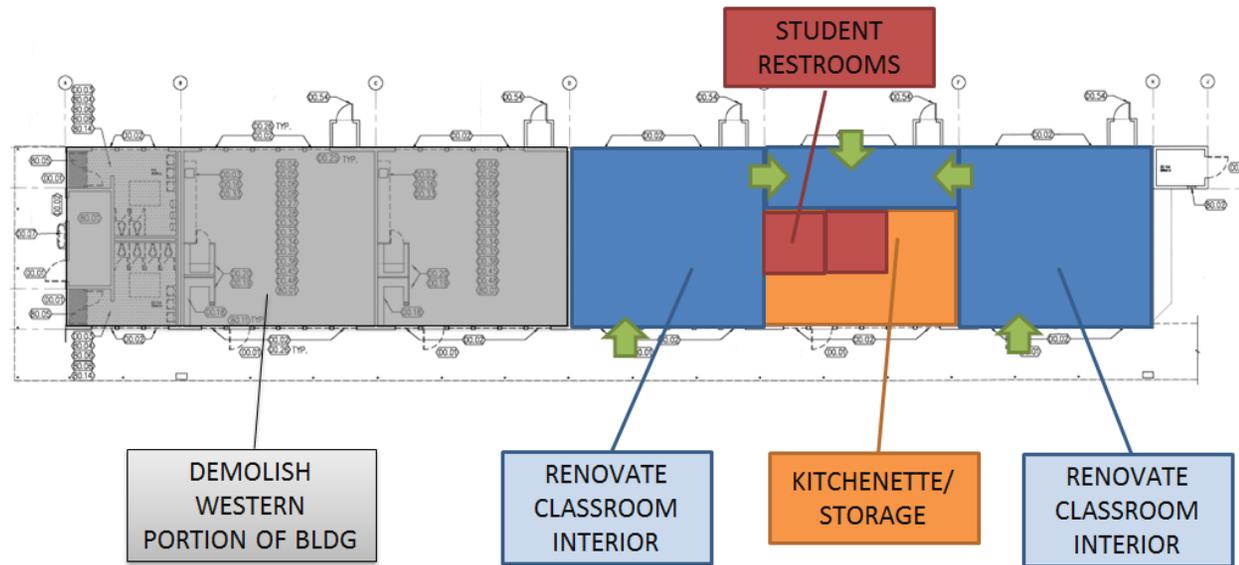
The Oxnard Facilities Implementation Program provides for the replacement of aging facilities at the Harrington Elementary School with a new K-5 school facility. The new campus will serve up to 700 students at State loading standards and will house all required school functions. The DSA/CDE approved plans for the project also call for the removal of most of the existing Harrington campus once the new facilities are occupied in order to complete site work that includes required parking, drop-off lanes, and play fields.

A portion of the original Harrington facilities are planned to be preserved for permanent use, under the criteria that they do not interfere with the new

Figure 1: Proposed Improved Area

facilities and site improvements under contract for the new facility. The existing admin building (Building 1) and kindergarten building (Building 3) as well as a portion of classroom Building 4 fit this criteria and may be retained for early childhood development use.

- Building 3 is a two-room facility containing two existing full-size Kindergarten rooms of approximately 1,050 square feet each that have immediate access to shared support space of approximately 540 square feet, containing student toilets, storage, kitchenette and adequate indoor play space. The combined 2,640 square feet require



Conceptual diagrams are undergoing review by District staff prior to development of actual proportions or dimensions as determined by the selected design team

only limited improvements to operate effectively as kindergarten or preschool facilities.

- Building 4 is a five-room classroom building recommended for reconfiguration into two classrooms and shared student toilets, storage, and kitchenette between the two rooms. The western portion of the building would be removed to not conflict with the pending Harrington sitework improvements, leaving a total of approximately 2,880 square feet (the combined total of three existing classrooms to be repurposed).
- The admin building requires only limited improvements to provide functional space for the programs at the site.

As envisioned, the three buildings would comprise an early childhood education campus providing four total classrooms as well as requisite outdoor play space in service of multiple District programs.

The diagram of Building 4 conceptually illustrates the key spatial relationships between required indoor activity space and support facility functions. The conceptual layout is not indicative of required interior wall locations, but rather suggests a method for achieving the required space types within a collaborative environment.

State childcare facility licensing requirements mandate 35 square feet of indoor activity space per child enrolled in an approved preschool facility. Activity space must be unencumbered floor space; consequently, a 960-square-foot classroom that contains areas encumbered by furniture or equipment must be spatially planned to reserve at least 875 square feet for open-area activity space, in order to be licensed to hold at least 25 children.

Therefore, the two proposed classrooms in Building 4 require an architectural design solution that maximizes open space. This can be achieved through an expansion of each classroom to occupy part of the space located between them that formerly housed a third room and/or through removal of portions of the existing walls to provide shared access to support spaces to be constructed within the footprint of the prior middle room. This support space will not exceed 960 square feet and will contain the following uses:

- Shared workroom/storage area totaling approximately 260 square feet
- Student toilets and adjacent hand washing stations totaling approximately 400 square feet or matching the requirements of State standards

- Additional toilet provided in reserve for use by teachers, staff, ill children, and in the case of emergency of approximately 85 square feet
- Shared kitchenette area of approximately 125 square feet
- Remaining square footage used for the above elements or for required circulation and compliance with ADA parameters

The achievement of these elements consistent with kindergarten requirements as well as State preschool licensure requirements will allow certification of the four preschool classrooms to house at least 25 preschool children per classroom (a minimum of 875 square feet of indoor activity space divided by 35 square feet of activity space per student). Conservatively, it is estimated that the proposed preschool facilities will be able to accommodate up to 100 children at any one time.

OUTDOOR PLAY SPACE

In order to comply with Title 22 of the California Code of Regulations, a minimum amount of outdoor activity space is to be provided. The existing kindergarten play area between Buildings 3 and 4 will be reassigned for use by the early childhood development program. The outdoor play space will also be expanded to provide a separate fenced play area to the south Building 4 as well outdoor access between the two play areas via walkways at the west and east sides of Building 4.

Existing shaded seating areas (including seating beneath roof overhangs) will be preserved to meet State requirements for shaded rest space, and other shade opportunities should be explored where possible within the project budget. The entire outdoor space must be bounded by fences that are at least 4 feet high.

Exhibit “A”

Additionally, the parking area to the east of the existing kindergarten building will be reconstructed to serve the needs of parents picking up or dropping off their children at the Early Childhood Development Center, in compliance with State licensure expectations for pickup and drop-off from childcare facilities.

INDOOR ACTIVITY SPACE:

State preschool licensing requirements indicate that the following items shall not be included in the calculation of minimum indoor activity space:

- Restroom, halls, offices, isolation areas, food preparation areas and storage places
- Floor space occupied by shelves, permanent built-in cabinets, space used to meet individual child storage requirements, and office equipment

Floor area under tables, desks, chairs and other equipment intended for use as part of children's activities shall be included in the calculation of indoor activity space. As a result, it is very important that the aforementioned square footage allocated to indoor activity space exclude all support functions (e.g., storage, toilets, etc.). Instead, dedicated space for these functions are to be accommodated either within the classroom as square footage in excess of the required activity space or in adjoining shared rooms. Design solutions are preferred that allow the workroom/storage area, the student restrooms, adult restroom and kitchenette all to be accessible between the indoor activity spaces.

Storage: State preschool licensure requirements include minimum storage requirements under Section 101238.4 of Title 22. This section requires that:

- Each child must have an individual permanent or portable storage space for his/her clothing, personal belongings and/or bedding
- A permanent or portable storage space is provided in the playrooms for play materials and equipment

- Napping equipment must be stored at the center when not in use
- Combustibles, cleaning equipment and cleaning agents must be stored in an area separate from food supplies in a locked cabinet or in a location inaccessible to children

Additionally, the licensure requirements do not allow the square footage dedicated to the above functions to count toward the calculation of interior activity space.

Traditional classroom casework often monopolizes wall space and oversaturates the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of “everyday” use manipulatives, play materials, and equipment. The required floor area for this casework should be deducted from the square footage allocated to shared storage and not from indoor activity space.

Remaining casework and shelving should be provided in workrooms for storage of “occasional” use materials. Innovative storage solutions that utilize bins, pull-out containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical “cubbies” should be provided to meet individual student storage requirements for personal belongings and other materials.



Exhibit “A”

Finally, State requirements indicate that outdoor play materials and equipment may be stored outdoors, freeing critical space needed within the available building footprint.

Workroom/shared storage: A single shared workroom/storage space of 200-300 square feet is an acceptable solution. Where classroom square footage is utilized to provide storage, the shared storage area will be reduced by an equivalent amount.

The workroom would contain cabinetry on its longer walls below a counter top as well as open shelving running the length of that wall above the counter top. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. Depending on the room configuration, an island work platform may be provided. A space underneath the island space should be provided to allow for rolling carts to be “parked” when not needed in the adjacent indoor activity space.

Wherever possible, transparency should be provided between the workroom and adjacent indoor activity space to allow instructors to supervise children while gathering supplies. Retail storefront window systems above cabinetry may be utilized to accommodate this effect on walls without shelving.

Restrooms: Restrooms should be divided into two areas. A retail storefront door from the classroom leads into the first area, a vestibule that may also connect to an adjoining early childhood development classroom. The vestibule contains two sinks with drinking fountains. The two walls of the vestibule that separate it from the classroom feature large windows that provide transparency between the classroom and sink space to improve teacher supervision and increase safety.

Within the vestibule are doors leading to two toilet rooms, each containing age-appropriate toilet fixtures. There is a restroom for boys and a restroom for girls. Alternatively, both are labeled in a gender-neutral manner to

accommodate either girls or boys at any given time. These restrooms are shared by two adjoining classrooms, as per kindergarten specifications.



One extra toilet and sink is provided for the teachers, staff, ill children or any other emergency. In order to accommodate five student toilet fixtures and one extra toilet room for adults, three sets of two toilet rooms are recommended.

Kitchenette area: This area is also shared by adjacent classrooms. It should have some counter space and cabinetry with room for a microwave, refrigerator and sink. This area is used by the teacher or teacher’s aide when preparing for student snack and lunch time. Preschoolers must eat family style, so food must be placed into serving bowls and then washed after lunch.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Tables are either round or rectangular and seat 4-5 students. Seating is stackable and provided at a size appropriate for preschool-kindergarten aged students. Tables and seating is provided to accommodate the same number of students as allowed by State licensing guidelines. Given the 875 square feet of available indoor activity space

Exhibit “A”

specified herein, a total of **25 students per room** are to be accommodated by the tables and chairs provided.

One “kidney” or “puzzle piece” shaped table is provided, with an appropriate number of student chairs. The space should also accommodate four additional activity tables with appropriate number of student chairs. An instructor desk, moveable file cabinet/storage on casters, and moveable book cart on casters are also required furnishings.



Tack boards: At the kindergarten-preschool level, there is a significant need for continuous wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tack boards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Markerboard (whiteboard): Writable surfaces are required on one wall in the classroom. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces behind are highly encouraged. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

Window coverings: Walls with windowed surfaces may be covered by marker boards and/or tack boards that slide on a track so as to provide the option of

obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of kindergarten-preschool children.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen display: A single flat screen display measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of three HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned on the wall so that the bottom of the display meets DSA expectations for clearance height when stowed. The mounting should also provide the option of extending the display out from the wall and thus permitting the display to extend downward 1-2 feet and pivot to the left or right for an approximate turning angle of 45 degrees. Cabling should be obscured behind the mount and within the wall.

AV Device Mount: A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display or to a

section of nearby wall, in order to reduce reliance on furniture or fixed cabinetry.

SUMMARY

The vision and specifications of early childhood development classrooms contained herein has been developed with the input of District staff as well as kindergarten and preschool educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design appropriate for kindergarten use that may also satisfy needs as preschool space.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new classroom space is achieved through innovative choices on furniture, fixtures, and equipment. As the “essence” of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District’s Program Manager and author of this document.



ARCHITECTURE
PLANNING
INTERIORS

3194D

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277

714.427.0288

WWW.dDARCHITECTURE.COM

May 19, 2015

Mr. Yuri Calderon
Caldwell Flores Winters
815 Colorado Boulevard, Suite 200
Los Angeles, California 90041

**Re: Proposal for AE Services for Harrington Permanent Child Development Center
Oxnard School District
Revision 1
215XX A-3**

Dear Mr. Calderon:

Pursuant to your request we respectfully submit this proposal to provide AE services to support the development of a permanent Harrington Child Development Center. The scope is generally outlined to include the following:

- The existing Kindergarten Classroom Building will be modified to accommodate two pre-school classrooms.
- The vision statement suggests that Building 4 be modified by removing the western half of the building. This proposal will need to be carefully examined as this degree of structural modification to this existing building would trigger a full structural upgrade of the remaining building which may not be a cost effective approach to developing this space. This fee proposal does not include any structural engineering fees as it is not possible to assess the degree of structural modification required for this level of building modification until further study is undertaken. If site space is an issue it may prove to be more cost effective to remove all of Building 4 and replace it with DSA approved modular buildings.
- The Administration Building will be upgraded to meet current ADA and Fire Life Safety.
- Outdoor spaces will be upgraded to meet age appropriate play and State Child Development Licensing standards.
- Parking, drop off and entry will be upgraded to meet ADA and CDC drop off requirements.

A review of the proposed budget indicates that basic infrastructure for the project is sufficient to support the proposed revisions and upgrades. It is also assumed for this proposal that no new permits will be required from the City of Oxnard for storm drainage, street improvements, utilities or encroachment.

- There is a plan to install an associated shade structure.
- The scope for the project is further discussed as follows:
 - Updated power and data upgrades. This assumes adequate power exists at the site that can be accessed for this project. If an additional point of service is required this can be accommodated as an additional service.
 - Upgraded fire alarm system and low voltage for data tied to an existing IDF to be identified by the District.
 - It is anticipated that the project will not require post construction storm water treatment consideration and will not be reviewed with the City of Oxnard.
 - The scope does not include a construction phase SWPPP. If the District requests that the AE team prepares the SWPPP this can be provided as an additional service.
 - The scope also excludes engineered fire sprinkler plans for the buildings

Permanent Child Development Center at Harrington School Site- Revision 1

Oxnard School District

May 19, 2015

Page 2 of 2



- It is not anticipated that the City will require the installation of a new fire hydrant on site for this project. No site fire water piping or connections are included in this scope.
- The Architectural scope of services includes:
 - Coordination of all of the engineering disciplines and scope of work.
 - Submittal and plan checking with DSA
 - Coordination with the District for design through construction.
 - Providing support to the District during Construction Administration.

The disciplines included with this proposal are:

- Architecture
- Landscape Architecture
- MEP

The following disciplines are not included:

- Structural Engineering
- Fire Protection Engineering
- Detailed Cost Estimating (Conceptual Estimating prepared in-house is included)

We will coordinate with the District on the selection of FF&E for the project based on previous furniture selections utilized for the Harrington Elementary School and furniture selected by the District and CFW staff.

The District has identified a construction budget of approximately \$630,000. Based on this estimated construction value and the scope of the project the proposed fee is a fixed fee of \$108,500 including all reimbursables.

We look forward to working with you on this important project and are prepared to start work immediately upon your authorization.

If there are any questions please feel free to call.

Sincerely,

Brian Paul Dougherty, FAIA
Partner

:BPD



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
	26	<i>Regular Board Meeting</i>
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 Revised: 05-20-15
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.”