

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mr. Ernest "Mo" Morrison, President
Mrs. Veronica Robles-Solis, Clerk
Mr. Denis O'Leary, Member
Mr. Albert "Al" Duff Sr., Member
Mrs. Ana Del Rio-Barba, Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Mrs. Catherine Kawaguchi
Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #3 REGULAR BOARD MEETING

Wednesday, September 3, 2014

5:00 p.m.

Closed Session

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.

Section A PRELIMINARY

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Ms. Amelia Sugden, Principal at Harrington School, will introduce Marisol Carbajal, 5th grader in Mrs. Muro's class and Frankie Adams, 5th grader in Mrs. Mechling's class, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by students from Harrington School.

A.4 Presentation by Harrington School Staff

Ms. Sugden will provide a short presentation to the Board regarding her campus. Following the presentation President Morrison will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O'Leary __, Robles-Solis __, Morrison __

A.6 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. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

A.7 Closed Session

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

1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Claim #VCBA06797A1
2. 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
3. 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:
 - Principal(s)

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.8 Reconvene to Open Session

7:00 PM

A.9 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.10 Introduction of New Administrator(s) (Dr. Morales)

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

- Dr. Marlene Breitenbach, Principal at Marshall School

**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 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:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

C.1 Agreements

It is recommended that the Board approve/ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #14-42 with LA AMAE to provide one day of professional development workshops for staff at McKinna Elementary School on October 31, 2014; amount not to exceed \$1,800.00, to be paid with Title I Funds; 	Kawaguchi/ Jenks
<ul style="list-style-type: none"> ▪ #14-116 with Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start, September 4, 2014 through June 30, 2015; at no cost to the District; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-117 with Mixteco Indigena Community Organizing Project (MICOP), to provide Bebe Sano Workshops specifically to the Mixteco Community, September 4, 2014 through June 30, 2015; at no cost to the District; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-118 with Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School, September 4, 2014 through July 31, 2015; at no cost to the District; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-119 with Sam Gliksman, to provide professional development training to the Oxnard Scholars after school program staff during the 2014-2015 school year; amount not to exceed \$30,000.00, to be paid with ASES Funds; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-120 with Building Block Entertainment Inc., to provide one assembly at Harrington Elementary School on February 6, 2015; amount not to exceed \$470.25, to be paid with PTA Funds; 	Kawaguchi/ Sugden
<ul style="list-style-type: none"> ▪ #14-121 with Building Block Entertainment Inc., to provide two assemblies at Harrington Elementary School on April 22, 2015; amount not to exceed \$660.25, to be paid with PTA Funds; 	Kawaguchi/ Sugden
<ul style="list-style-type: none"> ▪ #14-122 with Building Block Entertainment Inc., to provide two assemblies at Harrington Elementary School on October 3, 2014; amount not to exceed \$660.25, to be paid with PTA Funds. 	Kawaguchi/ Sugden

C.2 Approval of Notice to Conduct Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2014-2015

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services that the Board of Trustees approve setting the date of the first regular board meeting in October for a public hearing to determine sufficient textbooks or instructional materials for 2014-2015.	Dept/School
	Kawaguchi/ Phipps

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

Section C
CONSENT AGENDA
(continued)

C.3 Request to Waive Fees for Use of Facilities Permit – OSD Education Foundation

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the OSD Education Foundation to conduct fundraiser activities.	Dept/School Gutierrez
--	--------------------------

C.4 Rejection of Liability Claim VCBA06582A1

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Risk Manager that the Board of Trustees reject Liability Claim VCBA06482A1 as recommended by York Insurance Services Group, Inc.	Dept/School Vaca/ Magaña
---	--------------------------------

C.5 Approve New Job Description: Cover Bus Driver/Mechanic Assistant

It is recommended that the Board of Trustees approve new job description – Cover Bus Driver/Mechanic Assistant so that a new classification can be taken to and approved by the Personnel Commission.	Dept/School Koch
---	---------------------

C.6 Report on 2006 Bond Construction Budget

Attached for the Board's information is the district's current November 2006 Bond Budget Report, as of Thursday, August 21, 2014.	Dept/School Cline
---	----------------------

C.7 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
---	---------------------

C.8 Personnel Actions

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

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 CSBA – Call for Nomination for Directors-at-Large, Asian Pacific Islander and Hispanic
(Dr. Morales)**

It is the recommendation of the District Superintendent that the Board of Trustees consider the nomination of one of the OSD Trustees as a representative for Director-at-Large, Asian Pacific Islander and Hispanic; and the nominee submit all of the required documents before the deadline of October 3, 2014.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

D.2 Ratification of Change Order #1 – USA Shade (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees ratify Change Order #1 in the amount of \$15,430.00 to the original contract price of \$312,729.25 with USA Shade which resulted in a net change of 4.9%, for additional work done at Kamala School.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

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.)

No Reports or Discussion Items will be presented 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 F
BOARD POLICIES

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

F.1 Second Reading of Board Policies, Regulations and Bylaws

It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented and adopt for a second reading:

Vote:
Motion:
Second:

BP 0410 (Revised)	Philosophy, Goals, Objectives and Comprehensive Plans NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES	Vaca
AR 4117.7 thru 4317.7 (Revised)	Human Resources EMPLOYMENT STATUS REPORTS	Vaca
AR 4117.14 thru 4317.14 (New)	Human Resources POST RETIREMENT EMPLOYMENT	Vaca
BP 5145.3 (Revised)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 5145.3 (New)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 6145.2 (Revised)	Instruction ATHLETIC COMPETITION	Vaca

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O'Leary __, Robles-Solis __, Morrison __

**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**

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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 #14-42 – LA AMAE (Kawaguchi/Jenks)

LA AMAE will conduct two three-hour sessions (K-3 and 4-5) where educators will learn the 5 Instructional Areas of Culturally and Linguistically Responsive pedagogy as they apply to ELs and SELs. Practical strategies for each of the areas will be demonstrated for the grade level span.

FISCAL IMPACT:

Not to exceed \$1,800.00 – Title I

RECOMMENDATION:

It is recommended by the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-42 with LA AMAE.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-42, LA AMAE (13 Pages)
Service Summary (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-42

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of September, 2014 by and between the Oxnard School District (“District”) and LA AMAE (“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 **September 3, 2014** through **December 31, 2014** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00), 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: Catherine Kawaguchi
 Phone: (805) 385.1501 x2301
 Fax: (805) 486.7358

To Consultant: LA AMAE
 PO Box 989
 San Pedro, CA 90733
 Attention: Javier San Roman
 Phone: (714) 606.7280
 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.** **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.
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:

LA AMAE:

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 #14-42

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

SERVICES

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

***PER ATTACHED SERVICE SUMMARY**

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

***PER ATTACHED SERVICE SUMMARY**

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 #14-42

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

COMPENSATION

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

*PER ATTACHED SERVICE SUMMARY

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 \$1,800.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #14-42

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

~~_____ 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 #14-42

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 #14-42

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

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, **LA AMAE**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



The Association of Mexican American Educators (AMAE) is a non-profit 501 (c)(3) organization.
Our Tax ID Number is 95-29-3917

Prepared for Dennis McKinna Elementary School
1611 S. J St. Oxnard, CA 93033
(805) 385-1563

Billing Address:
LA AMAE
PO Box 98
San Pedro, CA 90733
(714) 606-7280
Date: Wednesday, May 14, 2014

We have put together a service summary for the proposed professional development workshop on October 31, 2014. Each presentation will include a handout packet.

Service	Course Description	Quantity	Amount
Overview of the Culturally and Linguistically Responsive (CLR) Approach K-3 Grade Teachers 8:30-11:30 AM	K-3 educators will learn the 5 Instructional Areas of Culturally and Linguistically Responsive pedagogy as they apply to ELs and SELs. Practical strategies for each of the areas will be demonstrated for the grade-level span.	(1) Session	\$1000.00
Overview of the Culturally and Linguistically Responsive (CLR) Approach 4-5 Grade Teachers 12:00-3:00 PM	4-5 educators will learn the 5 Instructional Areas of Culturally and Linguistically Responsive pedagogy as they apply to ELs and SELs. Practical strategies for each of the areas will be demonstrated for the grade-level span	(1) Session	\$1000.00
		Subtotal:	2000.00
		Discount 10%:	-200.00
		Total:	\$1800.00

www.amae.org

Culture. Language. Empowerment.



Service Summary
AMAЕ One-Day Professional Development Workshop

<i>Service</i>	<i>Quantity</i>	<i>Cost</i>	<i>Total</i>
AMAЕ One-Day Professional Development Workshop	(1-2) Presenters over (1) day	\$1000.00/per workshop x 2 workshops	\$2000.00
		Subtotal:	2000.00
		Discount 10%:	-200.00
		Total:	\$1800.00

Administrator Signature

Date

8/13/14

AMAЕ Signature

Date

Client Contact Numbers:

Ms. Anne Jenks, Principal
Dennis McKinna Elementary School
ajenks@oxnardsd.org
Oxnard School District
1611 S. J St.
Oxnard, CA 93033
Phone: 805-385-1563

Please forward this sheet back to: fuegonuevocenter@verizon.net

www.amae.org

Culture. Language. Empowerment.

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 9/3/14

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 #14-116 – Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start (Kawaguchi/Driver)

This agreement renews the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County Inc. (CDR) for the Head Start Program at Haydock.

Term of the Ground Lease: September 4, 2014 to June 30, 2015

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-116 with Child Development Resources of Ventura County Inc. for the Head Start Program at Haydock.

ADDITIONAL MATERIALS:

Attached: Agreement #14-116, Child Development Resources of Ventura County Inc. (20 Pages)
Certificate of Insurance (1 Page)

Agreement #14-116
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF HAYDOCK HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 4th day of September, 2014 (Effective Date), by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (Lessee).

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Haydock Middle School at 647 West Hill Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises and covenants and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 13,200 square feet located on the School Site (the "Premises") as described more completely in Exhibit A attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Haydock Head Start (the Program) and for no other purpose unless mutually agreed to by the parties.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is not shared, common playground area measures 7,040 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever

standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment)

CDR provides weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment. Appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Facility or the Premises.

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be one (1) year commencing on September 4, 2014 (the "Commencement Date") and ending June 30, 2015 unless terminated sooner under any provision of this Agreement (the "Term").

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

Annual rent shall be One Dollar (\$1.00) per year, payable upon the Commencement Date. The District agrees to verify the difference between the actual rental value and the actual money paid in an annual third-party in kind contribution receipt, which is require by the Federal funding source and in no way implies a use of public funds for private purpose.

The District agrees to contribute in-kind land use fees \$999.00 per month to the Lessee.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on EXHIBIT B which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee 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 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 ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises, and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee’s part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is

required under this Agreement;

- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms "Hazardous Materials" and "Environmental Laws" shall have the meanings provided in the attached Exhibit C.

Section 12.2 District's Representations

- (a) To the best of the District's knowledge, both the School Site and the Premises are in compliance with all applicable Environmental laws.
- (b) Neither the District nor, to the District's knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental

Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 Notices

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Sara O'Conlon

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa A. Franz

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 Severability

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all

of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (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, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of

the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws

and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

LESSEE:
**CHILD DEVELOPMENT RESOURCES OF
VENTURA COUNTY, INC.**

Signature: _____

Signature: _____

Lisa A. Franz

Name: Don Henniger

Director, Purchasing

Chief Executive Officer

Telephone: (805) 487-3918

Telephone: (805) 485-7878

Fax: (805) 240-7582

Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF HAYDOCK MIDDLE SCHOOL SITE

DESCRIPTION OF PREMISES

Parcel 1

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the North line of Hill Street at the Southwest corner of Lot 6, Block 4 of the Wolff, Hill Laubacher Subdivision as per map thereof recorded in book 5, page 16 ½ of Maps; thence, along the North line of said Hill Street,

1st: - North 89° 53' West, 706.40 feet to the East of the Wooley Road Subdivision, as per map thereof recorded in book 13, page 79 of Maps; thence along said East line,

2nd: - North 0° 06' West 878.88 feet to the South line of the land conveyed to Carrie F. Jaqua by deed recorded March 19, 1913 in book 135, page 271 of Deeds; thence along the South line of said land of Carrie F. Jaqua and its Easterly prolongation.

3rd: - South 89° 51' East, 154.00 feet; thence,

4th: - South 89° 53' 45" East, 373.93 feet to a line which is parallel with and 60.00 feet Westerly, measured along the Southerly line of Wooley Road 40.00 feet wide, from the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds; thence along said parallel line,

5th: - North 277.87 feet to the Southerly line of said Wooley Road; thence along the Southerly line of said Wooley Road,

6th: - South 89° 53' East 60.00 feet to the Northwest corner of said land of Anastia Revolon; thence along the Westerly line of said land of Anastia Revolon,

7th: - South 363.00 feet to the Southwest corner of said last mentioned land; thence along the South line thereof,

8th: - South 89° 53' East, 120.00 feet to a point in the West line of said Wolff Hill Laubacher Subdivision at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

9th: - South 793.30 feet to the point of beginning.

EXCEPTING the interest in said land as conveyed to the City of Oxnard, a municipal corporation, by deed recorded May 29, 1953 as Document No. 12812.

Parcel 2

That portion of Subdivision 30 of the Rancho El Rio de Santa Clara o' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on partition map of said Rancho on file in the office of the County Clerk of said County, described as follows:

Beginning at a point in the West line of the land conveyed to Anastia Revolon by deed recorded March 20, 1903 in book 87, page 336 of Deeds distant along said West line South 277.87 feet from the Southerly line of Wooley Road, said West line South 277.87 feet from the Southerly line of Wooley Road, 40.00 feet wide; thence along the West line of said land of Anastia Revolon,

1st: - South 85.13 feet to the Southwest corner thereof; thence along the South line of said last mentioned land,

2nd: - South 89° 53' East 120.00 feet to a point in the West line of the Wolff Hill Laubacher

Subdivision, as per map thereof recorded in book 5, page 16 ½ of Maps at the Southeast corner of said land of Anastia Revolon; thence along the West line of said Wolff Hill Laubacher Subdivision,

3rd: - North 85.13 feet more or less, to a line which bears South 89° 53' East from the point of beginning; thence along said line,

4th: - North 89° 53' West, 120.00 feet to the point of beginning.

SUBJECT TO:

1. General and special taxes for the fiscal year 1953-54, a lien not yet payable.
2. Covenants, conditions, restrictions, easements and rights of way of record.

EXHIBIT B
INSURANCE

2.7 INSURANCE.

- 2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- 2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.
 - 2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.
 - 2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.
 - 2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
 - 2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.
 - 2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term “Hazardous Materials” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term “Environmental Laws” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statutes or environmental clean-up statutes.



CHILD-1

OP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2013

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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	Phone:	CONTACT NAME: Steve Stanfield	
	Fax:	PHONE (A/C, No, Ext): 805-413-0250	FAX (A/C, No): 805-413-0259
		E-MAIL ADDRESS: sstanfield@westlakerisk.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Philadelphia Indemnity Ins	
		INSURER B : Liberty Mutual Ins.	
		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	<input checked="" type="checkbox"/> GENERAL LIABILITY			PHPK1079839	09/26/2013	09/26/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>					MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK1079839	09/26/2013	09/26/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/>					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>		PHUB435734	09/26/2013	09/26/2014	EACH OCCURRENCE	\$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	\$ 9,000,000
<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2-641-443604-013	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROPERTY COVERAGE			PHPK1079839	09/26/2013	09/26/2014	BLK BLDG	13,500,000
A	CRIME COVERAGE			PHPK1079839	09/26/2013	09/26/2014	EMP DIS	500,000

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

~~Philadelphia Indemnity Ins Co~~ Policy Period: 09/26/12 - 09/26/13 -
 Policy #PHPK925614 Sexual/Physical Abuse or Molestation Liability
 Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda.
 Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER Oxnard School District Attn: Noemi Valdes 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Keni Weckelis</i>
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 9/3/14

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

Approval of Agreement/MOU #14-117 - Mixteco Indigena Community Organizing Project (MICOP) – Bebe Sano Workshops (Kawaguchi/Driver)

The Agreement/MOU formalizes program objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Bebe Sano workshops specifically to the Mixteco community. Services are at no cost to families and the Oxnard School District.

Term of the Agreement/MOU: September 4, 2014 through June 30, 2015

FISCAL IMPACT:

No cost to the Oxnard School District.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #14-117 with Mixteco Indigena Community Organizing Project.

ADDITIONAL MATERIAL:

Attached: Agreement #14-117, Mixteco Indigena Community Organizing Project (1 Page)
Certificate of Insurance (1 Page)

Oxnard School District Agreement #14-117
Memorandum of Understanding

The Oxnard School District (OSD) and Mixteco Indigena Community Organizing Project (MICOP) are participating in the Bebe Sano Program. MICOP's Puentes Promotoras will provide basic child development support to Mixtec parents of children prenatal to one year olds. Bebé Sano was developed through a California Endowment subcontract between Ventura County Public Health and the Mixteco/Indigena Community Organizing Project, a local 501c3 based in Oxnard. In 2004, a family nurse practitioner with extensive experience working with the Mixtec community developed the series in collaboration with local pediatricians and family practice physicians. Direct services stipulated below are funded by Ventura County Children and Family First Commission (First 5) and MICOP, are at no cost to families and the OSD.

MICOP will provide the following:

- Three series of Bebe Sano child development workshops for parents of children ages 0-1. Particular emphasis is placed on recruiting first-time and expectant parents to these workshops.
- Use an innovative, highly successful program designed to empower Mixtec parents in the basics of infant care, hands-on learning, specifically targeted to non-literate Mixteco-speaking parents.
- Classes are taught in Mixteco language and specifically targeted to Mixtec culture.
- Workshops will be offered at Chavez, Harrington, and Lemonwood Family Resource Centers.
- 8-10 students will be recruited for each class series, with an anticipated 50% class completion rate.
- Childcare for parents participating in workshops.
- Collaborate with VC Public Health for home visits, if necessary, to advise parents or other legal guardian of the health needs of the child.
- Connect families to Oxnard NfL for support services.
- Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as "additional insured".
- Complete and submit Use of Facilities forms – OSD will notify when electronic system is available.
- Complete and submit Personnel Disclosure form.
- Comply with Child Abuse Reporting requirements.

The Oxnard School District/Oxnard NfL Program will:

- Participate in the proposed project's goals and objectives.
- Coordinate use of facilities for classroom spaces (parent education workshops and childcare) at various school campuses.

Term of this Agreement: September 4, 2014 to June 30, 2015. MICOP has also entered into contract with Ventura County Children & Families First Commission.

Mixteco Indigena Community Organizing Project and the Oxnard School District look forward to working together toward empowering families to be nurturing and supportive of their children, and ultimately assisting children to be ready for kindergarten.

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Arcenio Lopez, Executive Director

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

(Contingent Upon Board Approval)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2014

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 Phone: (805) 681-0505 Fax: (805) 681-0054
HOLMES & HOLMES INSURANCE AGENCY, INC.
 299 N. FAIRVIEW AVE. 2ND FLOOR
 GOLETA CA 93117

Agency Lic#: OC17316

CONTACT NAME: Gloria Clements

PHONE (A/C, No, Ext): (805) 681-0505

FAX (A/C, No): (805) 681-0054

E-MAIL ADDRESS: gclements@hhins.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nonprofits' Insurance Alliance of California

INSURER B : State Compensation Insurance Fund

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
 C/O DONNA FOSTER
 PO BOX 20543
 OXNARD CA 93034

COVERAGES

CERTIFICATE NUMBER: 21406

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			2014-13469-NPO	06/16/14	06/16/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED. EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Improper Sexual Con \$ 1mil/2mil
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2014-13469-NPO	06/16/14	06/16/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			2014-13469-UMB	06/16/14	06/06/15	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9097749-14	04/29/14	04/29/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	Directors & Officers			2014-13469-DO	06/16/14	06/16/15	Each Wrongful Act 1,000,000 Annual Aggregate 1,000,000

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

Certificate holder's Additional Insured status respects General Liability for operations of the Named Insured subject to the terms and conditions of attached form CG 20 10 07 04

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
 1051 South A St.
 Oxnard, CA 93030

Attention:

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

Kay A. Holmes

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 9/3/14

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

Approval of Agreement/MOU #14-118 – Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School (Kawaguchi/Driver)

This Agreement/MOU confirms the agreement between Oxnard School District and Community Action Partnership of San Luis Obispo County Inc. The establishment of this partnership makes it possible for each agency to use their resources to benefit the Oxnard School District by providing students with Migrant & Seasonal Head Start services at Harrington School.

Term of the Agreement/MOU: September 4, 2014 to July 31, 2015

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-118 with Community Action Partnership of San Luis Obispo County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-118, Community Action Partnership of San Luis Obispo County Inc. (1 Page)

Memorandum of Understanding #14-118

**Oxnard School District and
Community Action Partnership of San Luis Obispo County, Inc.**

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing Migrant & Seasonal Head Start preschool services; **Buena Ventura Migrant & Seasonal Head Start Program.**

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CAPSLO and to define responsibilities of the Agencies as they relate to providing high quality child development services on the campus of Harrington Elementary School. The facilities will be used to provide Migrant & Seasonal Head Start services to toddlers and preschool aged children. Instructional calendar runs Monday – Friday, 5:15am – 5:00pm beginning October 27, 2014 through July 31, 2015. CAPSLO staff may occupy facility prior to first day of instruction, starting September 4, 2014.

Memorandum of Understanding Term:

This MOU will be in effect from **September 4, 2014 through July 31, 2015**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CAPSLO. OSD will notify CAPSLO of the intent to renew MOU for 2015-2016 no later than April 30, 2015.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following at no cost to CAPSLO:

1. Provide the use of two classrooms in the Harrington Preschool Center facility to accommodate up to 36 children.
2. Provide the use of a shared playground at Harrington Preschool Center.
3. Provide one office space for use by CAPSLO Site Director in the Harrington Family Resource Center.
4. Provide custodial services five days per week and facility utilities, phones, and internet access when needed while the Migrant & Seasonal Head Start program is operational.

Community Action Partnership of San Luis Obispo County, Inc. agrees to:

1. Implement a Migrant & Seasonal Head Start Preschool.
2. Hire qualified teaching staff to provide intensive educational services to the children attending the Buena Ventura Migrant & Seasonal Head Start to be offered at Harrington Preschool Center.
3. Coordinate the setting up of the classroom space at Harrington Preschool Center upon receipt of the classrooms.
4. Provide OSD with a copy of CCL license certificate and personnel list.
5. Provide OSD with a certificate of Insurance (General Liability, Workman’s Comp, Automobile, Abuse/Molestation) naming the Oxnard School District as “additional insured”. “Additional Insured” evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

**COMMUNITY ACTION PARTNERSHIP OF
SAN LUIS OBISPO COUNTY INC.:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Elizabeth “Biz” Steinberg, Chief Executive Director
Typed Name/Title

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

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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

Approval of Agreement/MOU #14-119 – Sam Gliksman (Kawaguchi/Driver)

Sam Gliksman will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur approximately 3 times per month during the 2014-15 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 Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-119 with Sam Gliksman.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #14-119, Sam Gliksman (2 Pages)

Memorandum of Understanding and Responsibility #14-119
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, 2015.
- 2. Hourly fees will be charged at \$125 an hour (discounted from regular rate of \$140).
- 3. Monthly estimates are as follows:

Description	Amount
Monthly Curriculum Development (est. 20 hrs)	\$2,500
Monthly Training - Prep. & Training (est. 8 hrs)	\$1,000
Monthly Mentoring Visits (3 per month, 4-5 hrs per visit)	\$1,500
Monthly Website Maintenance, Q&A (est. 2-3 hrs)	\$350
Total Monthly Estimate	\$5,350

- 4. In addition, there is a \$2,500.00 one-time setup fee for creation of the after-school website for instructors and students.
- 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 Gliksman as outlined above.

Sam Gliksman 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 September 4, 2014 through June 30, 2015.

SAM GLIKSMAN:

OXNARD SCHOOL DISTRICT:

Sam Gliksman, Consultant

Lisa A. Franz, Director, Purchasing

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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 #14-120, Building Block Entertainment Inc. (Kawaguchi/Sugden)

“O’California” – students will learn that their home state has an interesting musical history. Native Americans, Spanish settlers, sailors, pirates, gold rush miners, Russian settlers, and railroad workers each brought their ethnic music to California. From pre-Columbian societies to surfers, California has indeed become a unique culture. Music is a special part of California’s heritage. Playing an impressive number of musical instruments in this school assembly – guitar, Indian flute, mandola, balalaika, trombone, banjo, fiddle, tin whistle, ukulele, and electric guitar – professional musician and storyteller, Craig Newton, takes elementary students on an enriching, multicultural musical journey.

FISCAL IMPACT:

Not to exceed \$470.25 – PTA

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-120 with Building Block Entertainment Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-120, Building Block Entertainment Inc. (1 Page)



CONTRACT FOR SCHOOL ASSEMBLY PERFORMANCE

Please sign and return to 5243 Comercio Ave., Woodland Hills, CA 91364 or fax to (818) 979-7198.

Professional performer, Craig Newton, will present ONE performance(s) of the show entitled "O'California" on the following date: 2/6/2015
The performance(s) shall begin at: 8:30am (program length: approx. 45 min.)
Name of school where assembly is performed: Norma Harrington Elementary
School address and phone: 2501 Gisler Avenue Oxnard, CA 93033 (805) 385-1542
Contact person: Amelia Sugden
The total fee for this engagement: \$470.25* to be paid by the undersigned sponsoring party.
*Normal price is \$495.00. Discount due to multiple program scheduled.
Deposit amount now due: \$0. Balance due in full on: day of performance
Please make check payable to **Building Block Entertainment, Inc.** (TAX EIN# 27-1719204)

In order to create the best possible experience for the students and to begin the performance promptly at the scheduled time, the following items are required:

1. **Please this date is recorded on your school calendar before signing this agreement.**
2. Performances must be held indoors unless otherwise arranged in writing with Shows That Teach.
3. A clean, clear stage is required.
4. Access to the stage at least 65-minutes before the performance time is required. Performer requires 60-minutes to load in and set up.
5. A performing space or stage of at least 16' wide x 16' deep is required. However performer may choose to perform on the floor in front of the stage in order to be in closer proximity to the students.
6. Unless otherwise arranged, performer will furnish his own microphones and sound system.
7. Once the show has ended, performer will need approximately 35 additional minutes to strike and remove props and sound equipment from the stage.
8. Please arrange for school representative such as a custodian to present at setup time (65 min. before the first performance) to direct performer to the stage lighting controls, electrical outlets, and restrooms.
9. Performer requires a minimum of 15 min. to reset the stage between multiple performances.
10. This contract is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of performer, but will be rescheduled on a mutually agreeable date.
11. 25% of the total fee is due with a cancellation made by presenting party if the assembly program is not rescheduled.
12. 50% of the total fee is due with a cancellation made by presenting party the same day as the scheduled performance (for any reason).
13. To reach the performer directly, call: ((805) 368-9654.

Please be certain this date is recorded on the school calendar before signing this contract.

Signature for agreement: _____ date: _____

Organization to invoice (print): Oxnard School District

Signature for Building Block Entertainment Inc.: _____ date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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 #14-121, Building Block Entertainment Inc. (Kawaguchi/Sugden)

“Singin’ Green” – This exciting school assembly uses song, humor, puppetry, and plenty of audience participation to teach K-6 students how everyday products are made from our valuable natural resources. Seasoned actor, musician, and performer Mark Beckwith motivates students to be more environmentally responsible by demonstrating the reasons why it is wise to reduce, reuse, and recycle.

FISCAL IMPACT:

Not to exceed \$660.25 – PTA

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-121 with Building Block Entertainment Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-121, Building Block Entertainment Inc. (1 Page)



CONTRACT FOR SCHOOL ASSEMBLY PERFORMANCE

Please sign and return to 5243 Comercio Ave., Woodland Hills, CA 91364 or fax to (818) 979-7198.

Professional performer, Mark Beckwith, will present TWO performance(s) of the show entitled "Singin' Green" on the following date: 4/22/2015
 The performance(s) shall begin at: 8:30am and 9:30am (program length: approx. 45 min.)
 Name of school where assembly is performed: Norma Harrington Elementary
 School address and phone: 2501 Gisler Avenue Oxnard, CA 93033 (805) 385-1542
 Contact person: Amelia Sugden
 The total fee for this engagement: \$660.25* to be paid by the undersigned sponsoring party.
 *Normal price is \$695.00. Discount due to multiple program scheduled.
 Deposit amount now due: \$0. Balance due in full on: day of performance
 Please make check payable to **Building Block Entertainment, Inc.** (TAX EIN# 27-1719204)

In order to create the best possible experience for the students and to begin the performance promptly at the scheduled time, the following items are required:

1. **Please this date is recorded on your school calendar before signing this agreement.**
2. Performances must be held indoors unless otherwise arranged in writing with Shows That Teach.
3. A clean, clear stage is required.
4. Access to the stage at least 65-minutes before the performance time is required. Performer requires 60-minutes to load in and set up.
5. A performing space or stage of at least 16' wide x 16' deep is required. However performer may choose to perform on the floor in front of the stage in order to be in closer proximity to the students.
6. Unless otherwise arranged, performer will furnish his own microphones and sound system.
7. Once the show has ended, performer will need approximately 35 additional minutes to strike and remove props and sound equipment from the stage.
8. Please arrange for school representative such as a custodian to present at setup time (65 min. before the first performance) to direct performer to the stage lighting controls, electrical outlets, and restrooms.
9. Performer requires a minimum of 15 min. to reset the stage between multiple performances.
10. This contract is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of performer, but will be rescheduled on a mutually agreeable date.
11. 25% of the total fee is due with a cancellation made by presenting party if the assembly program is not rescheduled.
12. 50% of the total fee is due with a cancellation made by presenting party the same day as the scheduled performance (for any reason).
13. To reach the performer directly, call: ((805) 368-9654.

Please be certain this date is recorded on the school calendar before signing this contract.

Signature for agreement: _____ date: _____

Organization to invoice (print): Oxnard School District

Signature for Building Block Entertainment Inc.: _____ date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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 #14-122, Building Block Entertainment Inc. (Kawaguchi/Sugden)

“Bye Bye Bully” is a K-6 appropriate, theatrical-style bully prevention assembly program written by Mark Beckwith and Obediah Thomas, and performed by Obediah Thomas. “Bye Bye Bully” was inspired by the book The Bully, the Bullied, and the Bystander by Barbara Coloroso. During the show, Mr. Thomas demonstrates the different kinds of bullies and bully situations, and shows how we each play a role in these situations. Most importantly Mr. Thomas suggests positive mindsets and actions that a young person might take to deal with a bully situation.

FISCAL IMPACT:

Not to exceed \$660.25 – PTA

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-122 with Building Block Entertainment Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-122, Building Block Entertainment Inc. (1 Page)



CONTRACT FOR SCHOOL ASSEMBLY PERFORMANCE

Please sign and return to 5243 Comercio Ave., Woodland Hills, CA 91364 or fax to (818) 979-7198.

Professional performer, Obediah Thomas, will present TWO performance(s) of the show entitled "Bye Bye Bully" on the following date: 10/3/2014
 The performance(s) shall begin at: 8:30am and 9:30am (program length: approx. 45 min.)
 Name of school where assembly is performed: Norma Harrington Elementary
 School address and phone: 2501 Gisler Avenue Oxnard, CA 93033 (805) 385-1542
 Contact person: Amelia Sugden
 The total fee for this engagement: \$660.25* to be paid by the undersigned sponsoring party.
 *Normal price is \$695.00. Discount due to multiple program scheduled.
 Deposit amount now due: \$0. Balance due in full on: day of performance
 Please make check payable to **Building Block Entertainment, Inc.** (TAX EIN# 27-1719204)

In order to create the best possible experience for the students and to begin the performance promptly at the scheduled time, the following items are required:

1. **Please this date is recorded on your school calendar before signing this agreement.**
2. Performances must be held indoors unless otherwise arranged in writing with Shows That Teach.
3. A clean, clear stage is required.
4. Access to the stage at least 65-minutes before the performance time is required. Performer requires 60-minutes to load in and set up.
5. A performing space or stage of at least 16' wide x 16' deep is required. However performer may choose to perform on the floor in front of the stage in order to be in closer proximity to the students.
6. Unless otherwise arranged, performer will furnish his own microphones and sound system.
7. Once the show has ended, performer will need approximately 35 additional minutes to strike and remove props and sound equipment from the stage.
8. Please arrange for school representative such as a custodian to present at setup time (65 min. before the first performance) to direct performer to the stage lighting controls, electrical outlets, and restrooms.
9. Performer requires a minimum of 15 min. to reset the stage between multiple performances.
10. This contract is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of performer, but will be rescheduled on a mutually agreeable date.
11. 25% of the total fee is due with a cancellation made by presenting party if the assembly program is not rescheduled.
12. 50% of the total fee is due with a cancellation made by presenting party the same day as the scheduled performance (for any reason).
13. To reach the performer directly, call: ((805) 368-9654.

Please be certain this date is recorded on the school calendar before signing this contract.

Signature for agreement: _____ date: _____

Organization to invoice (print): Oxnard School District

Signature for Building Block Entertainment Inc.: _____ date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 9/3/14

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

TITLE: Approval of Notice to Conduct Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2014-2015 (Kawaguchi/Phipps)

DESCRIPTION:

At the first board meeting in October, a Public hearing will be held at Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

FISCAL IMPACT:

This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted from September 4, 2014.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve setting the date at the first board meeting in October for Public Hearing to determine sufficient textbooks or instructional materials.

ADDITIONAL MATERIAL(S):

Notice of Public Hearing- English/Spanish



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

NOTICE OF PUBLIC HEARING

At the first board meeting in October, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

Aviso de Audiencia Pública

El la primer junta del mes de octubre del 2014 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South "A" Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

BOARD AGENDA ITEM

Name of Contributor: Jorge B. Gutierrez

Date of Meeting: September 3, 2014

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 _____

Title: Request to Waiver Fees for Use of Facilities Permit – OSD Education Foundation

Sherrill Asadoor-Waters from the OSD Education Foundation has requested a waiver of Civic Center fees for the use of the District Office back parking lot to hold a fundraising activity on October 4, 2014, February 7, 2015 and June 6, 2015.. The fundraising activity consists of collecting “E Waste-Electronic Waste” such as discarded computers, office electronic equipment and mobile phones for recycling. The proceeds raised will be used for student learning programs.

According to Board Policy 1330BP” Individuals, organizations or group may petition to the Board of Trustees for waiver of fees for special circumstances.”

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the waiver of fees for the OSD Education Foundation to conduct fundraiser activities.

ADDITIONAL MATERIAL:

1. Copy of Letter requesting said waiver

May 15, 2014

Dear Mr. Gutierrez,

Thank you, again, for your consideration and time in continuing to help us in serving the needs of our children. We are requesting a waiver for the facility fees to use the Oxnard School District's back parking lot:

Saturday, October 4, 2014, February 7 and June 6, 2015 from 9:30 AM-1:30 PM
Oxnard School District Educational Foundation
E-Waste Collection Fundraiser.

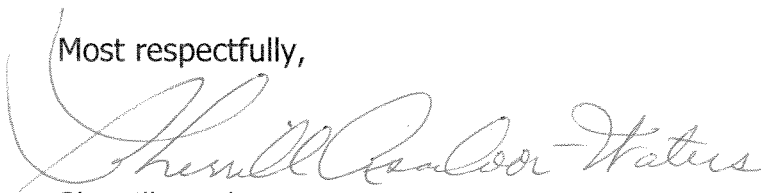
The Foundation will be collecting E-Waste: "Electronic Waste" such as discarded computers, office electronic equipment, entertainment device electronics, mobile phones, television sets, etc. -electronics which are destined for reuse, resale, salvage, recycling, or disposal.

Hopefully, Oxnard Facilities will continue to participate by donating Oxnard School District's E-Waste. We're very thankful for all your efforts!

As you know, The Oxnard Educator Foundation is the non-profit fundraising organization of the Oxnard School District with the funds raised by this event used for our students.

We appreciate your assistance in this fund raising and community building endeavor.

Most respectfully,



Sherrill Asadoor-Waters
Oxnard School District Education Foundation Board
(Tax ID# 77-0027064)

Cc: Dr. Cesar Morales, Superintendent, Oxnard School District
Sue Odgers, Interim President, Oxnard Foundation

"Our Children ♦ Our Community ♦ Our Future"
P.O. Box 623, Oxnard, California 93032

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **9/3/2014**

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

LIABILITY CLAIM: VCBA06582A1 (Vaca/Magaña)

On October 22, 2013 the Oxnard School District received a Verified Claim Form from a claimant.

The claimant was involved in a vehicle accident with an employee of the Oxnard School District's Facilities department who was driving a Maintenance & Operations Vehicle at the time of the collision.

The claimant filed a claim for property damage to her vehicle, compensation for loss of use of her vehicle, and for bodily injury. The District concurred with our liability carrier, York Insurance Services Group, Inc. to accept liability of this claim and paid the claimant \$3,108.75 for medical costs. The claimant has since retained an attorney, and in the opinion of York Insurance Services Group, Inc., she is exacerbating the effects of this occurrence.

Due to the claimant's retention of an attorney and exacerbating the effects of the occurrence, York Insurance Services Group, Inc. has advised the District to reject this claim in order to initiate the statute of limitations regarding the claimant's conclusion of this claim or filing a lawsuit.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06582A1.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor(s): Jonathan Koch

Date of Meeting: 9/3/14

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

TITLE: Cover Bus Driver/Mechanic Assistant

DESCRIPTION:

District administration requested that the Personnel Commission create a new job classification which would be tasked in assisting our District's Vehicle and Equipment Mechanic as well as covering for our School Bus Drivers in the event of their absence or if additional staff is need to cover all routes.

FISCAL IMPACT:

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and allocated it to the salary schedule. A salary study is currently being conducted and it will likely be recommended to the Personnel Commission that the classification be allocated at approximately range 20.5 on the classified salary schedule. This would result in an estimated increase of approximately \$2,900 in salary and benefits over the current Cover Bus Driver/Office Assistant position over the course of the fiscal year.

RECOMMENDATION:

Education Code 45276 provides that "The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies."

Staff recommends that the Board of Education take action to approve the attached job duties of Cover Bus Driver/Mechanic Assistant so that a new classification can be taken to, and approved by, the Personnel Commission.

ADDITIONAL MATERIAL(S):

- New Job Description: Cover Bus Driver/Mechanic Assistant

COVER BUS DRIVER/MECHANIC ASSISTANT

SUMMARY OF DUTIES

Under the direction of the Transportation Manager provides coverage for District bus drivers during absences; drives a school bus over designated routes in accordance with time schedules; picks up, discharges, and provides for the safe and efficient transportation of District students; assists in the inspection, maintenance, and repair of school buses and various other large and small diesel, gasoline, and alternative-fueled vehicles and equipment; performs preventive maintenance on District vehicles; and performs a variety of duties relative to assigned area of responsibilities.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Drives school buses over designated routes in accordance with time schedules, picking up and discharging students;
2. Escorts students across streets and roadways, stopping traffic as required; loads and unloads students in compliance with VC 22112;
3. Monitors two-way radio and receives information regarding road and traffic conditions, changes in route assignments, transfers, or time schedules and maintains communication with dispatcher and other drivers;
4. Performs safety bus inspection of gauges, fluid levels, doors and emergency exits, fire extinguisher, lights, tires and brake systems in accordance with designated safety checklist; ensures bus is in safe operating condition prior to daily operation; reports any bus malfunctions to District mechanic;
5. Maintains order and appropriate behavior among students on buses; follows District policies regarding student control and contact with parents, teachers, administrators, and the public;
6. Maintains proper fluid levels by adding fuel, water, coolant, and oil as needed; cleans exterior and interior of buses including picking up debris, sweeping floor, wiping upholstery, dusting dashboard, washing the exterior, and cleaning windshields, windows, and headlights;
7. Maintain records and completes necessary paperwork concerning vehicle maintenance and needed repairs, miles driven, number of children transported; prepares student conduct, incident, and accident reports;
8. Adheres to emergency procedures such as accident reporting and equipment malfunctions;
9. Oversees evacuations of students during emergency situations; performs emergency assistance as needed including first aid and evacuating all passengers in the quickest and safest way possible;
10. Transports students, teachers, and other adults on field trips to various locations; reads maps to determine field trip location and plans best travel route; ensures departure and arrival times are met;
11. Drives bus to repair shop as required.
12. Independently performs a variety of minor repairs and adjustments to District automotive vehicles following standardized procedures;
13. Under the guidance of the Vehicle & Equipment Mechanic, assists in performing major and complex repairs to District vehicles and equipment;
14. Under the guidance of the Vehicle & Equipment Mechanic, diagnoses, adjusts, removes, repairs/rebuilds or replaces mechanical, air, or hydraulic brake system components and overhauls brake chambers as needed;
15. Performs a variety of preventive maintenance; lubricates joints, engines, and chassis; repairs upholstery; checks and replaces belts, lights, and wipers; replaces oil, filters, and smog devices; performs minor painting duties.

Other Related Duties

1. Performs general clean up at job site following good health and safety practices;
2. Performs related duties and responsibilities as required.

Recommend Minimum Qualifications

Education: Graduation from high school or equivalency.

Experience: One year of experience in automotive maintenance and repair. Experience as a school bus driver is desirable. Two years of educational training via trade school, technical college, or an apprenticeship program may be substituted for the required experience.

Special: Possession of a valid Class A or B, California Commercial Driver License with Passenger, School Bus, and Air Brake Endorsements, a current DL-51a Medical Examiner's Certificate, a California Special Driver Certificate designated for School Bus (with no restrictions for Air Brakes and/or Conventional Type-II buses only) issued by the California Department of Motor Vehicles, and if applicable, a valid first aid certificate comparable to the American Red Cross Standard First Aid Certificate.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

This classification has been designated as safety-sensitive in accordance with the drug and alcohol testing requirements adopted by the District pursuant to Board Policy.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 09/03/14

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

REPORT ON 2006 BOND CONSTRUCTION BUDGET (Cline)

Attached for the Board’s information are our current Bond budgets as of Thursday, August 21, 2014.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (2 pages)

Sources and Budgets Report



This reports lists projected funding sources and expenditure budgets for multiple projects

Code	Category - Item	Brekke Project 1 Kindergarten Improvements	Chavez Project 1 Science Labs	Curren Project 1 Science Labs	Driffill Proj 2 Driffill Kindergarten	Driffill Elementary School New Construction- P2P	Elm Project 5 New Elm School	Fremont Project 1 Science Labs	Harrington Project 4 Harrington New School	Haydock Project 1 Science Labs	Kamala Project 1 Science Labs
Funding Sources											
Local	Local	282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
212	G.O.Bond Proceeds	282,568	293,319	293,319	2,411,380	26,078,627	20,170,543	1,843,007	22,822,171	1,047,651	293,319
251	School Development Fees	0	0	0	0	27,644	0	0	0	0	0
TOTAL FUNDING		282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
Expenditures											
A	Site Costs	762	789	789	2,900	401,042	92,339	5,042	104,393	2,734	789
6140	Surveying Costs	0	0	0	2,900	150,919	21,309	0	24,091	0	0
6150	Site Support Costs	0	0	0	0	29,313	0	0	0	0	0
6171	Environmental Studies	0	0	0	0	33,209	0	0	0	0	0
6160	Other Costs - Site	762	789	789	0	187,601	71,030	5,042	80,302	2,734	789
B	Planning Costs	41,324	44,039	44,039	147,400	2,483,187	2,337,572	310,531	2,476,311	229,518	44,039
6210	Architect / Engineering Fees	25,525	26,525	26,525	125,900	1,774,489	1,065,449	208,990	1,147,537	174,360	26,525
6220	DSA Fees	2,250	3,450	3,450	13,000	408,870	142,060	13,150	160,605	4,950	3,450
6230	CDE Fees	127	131	131	0	34,312	9,944	848	11,242	445	131
6240	Preliminary Tests	0	0	0	8,500	21,540	21,309	0	24,091	0	0
6250	Other Costs - Planning	13,422	13,933	13,933	0	243,976	1,098,810	87,543	1,132,836	49,763	13,933
C	Construction Costs	197,735	204,866	204,866	1,765,350	20,140,208	14,497,210	1,243,147	16,461,967	660,345	204,866
6270	Main Construction Contractor	181,012	187,484	187,484	1,659,429	17,061,000	14,205,987	1,211,583	16,060,456	636,072	187,484
6271	Environmental Clean-up	644	1,288	1,288	0	0	42,618	12,910	120,453	7,058	1,288
6272	Construction Management Fees	15,625	15,625	15,625	105,921	886,740	177,575	15,625	200,756	15,625	15,625
6273	Demolition	0	0	0	0	408,406	0	0	0	0	0
6274	Other Costs - Construction	0	0	0	0	583,180	0	0	0	0	0
6276	Interim Housing	0	0	0	0	1,118,494	0	0	0	0	0
6278	Labor Compliance Program	454	469	469	0	82,388	71,030	3,029	80,302	1,590	469
D	Construction Testing Costs	763	0	0	20,000	362,009	234,399	7,925	264,998	2,218	0
6280	Construction Tests	763	0	0	20,000	362,009	234,399	7,925	264,998	2,218	0
E	Construction Inspection Costs	9,051	9,374	9,374	190,000	355,750	745,817	60,579	843,174	31,804	9,374
6290	Construction Inspection	9,051	9,374	9,374	190,000	355,750	745,817	60,579	843,174	31,804	9,374
F	Furniture & Equipment Costs	5,865	6,174	6,174	130,000	953,109	568,239	39,655	642,418	20,809	6,174
4300	Supplies <\$500	0	0	0	0	18,316	568,239	0	642,418	0	0
4400	Equipment \$500-\$5000	0	0	0	130,000	934,793	0	0	0	0	0
6400	Capitalized Equipment >\$5000	5,865	6,174	6,174	0	0	0	39,655	0	20,809	6,174
G	Project Contingency	27,068	28,077	28,077	155,730	1,410,966	1,694,967	176,128	2,028,910	100,223	28,077
6999	Project Contingency	27,068	28,077	28,077	155,730	1,410,966	1,694,967	176,128	2,028,910	100,223	28,077
TOTAL EXPENDITURES		282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
BALANCE REMAINING		0	0	0	0	0	0	0	0	0	0

Sources and Budgets Report *Ability*

This reports lists projected funding sources and expendi

Code	Category - Item	Lemonwood Project 3 New Lemonwood School	McAuliffe Project 1 Kindergarten Improvements	Ritchen Project 1 Kindergarten Improvements	Technology Implementation Technology Implementation	Totals
Funding Sources						
Local	Local	2,512,180	262,140	262,140	5,530,000	84,130,008
212	G.O.Bond Proceeds	2,512,180	262,140	262,140	0	78,572,364
251	School Development Fees	0	0	0	5,530,000	5,557,644
TOTAL FUNDING		2,512,180	262,140	262,140	5,530,000	84,130,008
Expenditures						
A	Site Costs	157,638	704	704	0	770,625
6140	Surveying Costs	22,000	0	0	0	221,219
6150	Site Support Costs	0	0	0	0	29,313
6171	Environmental Studies	0	0	0	0	33,209
6160	Other Costs - Site	135,638	704	704	0	486,884
B	Planning Costs	2,354,542	38,244	38,244	0	10,588,990
6210	Architect / Engineering Fees	1,549,838	23,525	23,525	0	6,198,713
6220	DSA Fees	187,000	2,150	2,150	0	946,535
6230	CDE Fees	15,400	117	117	0	72,945
6240	Preliminary Tests	33,000	0	0	0	108,440
6250	Other Costs - Planning	569,304	12,452	12,452	0	3,262,357
C	Construction Costs	0	184,043	184,043	0	55,948,646
6270	Main Construction Contractor	0	167,356	167,356	0	51,912,703
6271	Environmental Clean-up	0	644	644	0	188,835
6272	Construction Management Fees	0	15,625	15,625	0	1,495,992
6273	Demolition	0	0	0	0	408,406
6274	Other Costs - Construction	0	0	0	0	583,180
6276	Interim Housing	0	0	0	0	1,118,494
6278	Labor Compliance Program	0	418	418	0	241,036
D	Construction Testing Costs	0	703	704	0	893,719
6280	Construction Tests	0	703	704	0	893,719
E	Construction Inspection Costs	0	8,368	8,368	0	2,281,033
6290	Construction Inspection	0	8,368	8,368	0	2,281,033
F	Furniture & Equipment Costs	0	5,029	5,029	5,530,000	7,918,675
4300	Supplies <\$500	0	0	0	0	1,228,973
4400	Equipment \$500-\$5000	0	0	5,029	5,530,000	6,599,822
6400	Capitalized Equipment >\$5000	0	5,029	0	0	89,880
G	Project Contingency	0	25,049	25,048	0	5,728,320
6999	Project Contingency	0	25,049	25,048	0	5,728,320
TOTAL EXPENDITURES		2,512,180	262,140	262,140	5,530,000	84,130,008
BALANCE REMAINING		0	(0)	0	0	0

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** September 3, 2014

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: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Abolish

a five and a half hour, 183 day Instructional Assistant Severely Handicapped, position number 2270, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.

Increase

a five hour, 183 day Paraeducator III, position number 1955, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 2711, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 977, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 1936, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 2798, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 1956, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 2552, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 1280, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator II, position number 2113, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator II, position number 1628, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator II, position number 1706, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Savings for IA SH-\$21,255 Special Ed
Cost for Paraeducator III's-\$7,716 Special Ed
Cost for Paraeducator II's-\$2,906 Special Ed

RECOMMENDATION:

Approve the abolishment, and increase, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** September 3, 2014

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

Maureen Aryeetey	Teacher, Music, Haydock	August 18, 2014
Monica Cavazos	Teacher, Curren, Science	August 22, 2014
Laura Chua	Teacher, Science, Frank	August 18, 2014
Katie Crossett	Teacher, 2 SEI, Curren	August 19, 2014
Meggan Feeley	Teacher, Gr. 1/2, Ritchen	August 18, 2014
Michael Gereau	Teacher, ELA, Drifill	August 18, 2014
Frank Godinez III	Teacher, ELA, Kamala	August 18, 2014
Ricardo Gonzales	Teacher, Opportunity Class, Haydock	August 19, 2014
Stacey Hawk	Teacher, PE/Dance, Haydock	August 18, 2014
Louisa Jeworski	Teacher, ELA, Drifill	August 22, 2014
Lauren Kaprielian	Speech/Language Specialist, Pupil Services	August 18, 2014
Samantha Lane	Teacher, 1 SEI, Chavez	August 18, 2014
Guillermo Lasso	Resource Specialist, Lemonwood	August 18, 2014
Reyna L. Lopez	Teacher, Math, Soria	August 18, 2014
Julie Mead	Teacher, Kamala, K Support	August 19, 2014
Jennifer Miadich-Freilich	Speech/Language Specialist, Pupil Services	August 18, 2014
Evelyn Padilla	Teacher, TK/K DLI	August 20, 2014
Kimberly Patton	Teacher, 6 SEI, Haydock	August 18, 2014
Veranica Piszczek	Teacher, 2 DLI (English) Curren	August 21, 2014
Sharon Rocha	Teacher, ELA, Frank	August 18, 2014
Carmen Rosenberg	Nurse Coordinator, Pupil Services	August 25, 2014
Tina Sandoval	Teacher, ELA, Frank	August 18, 2014
Terry Schur	Teacher, Science, Kamala	August 18, 2014
Bria Singer-Schwarz	Teacher, 6 SEI, Haydock	August 19, 2014
Lorna Shofner	Resource Specialist, Fremont	August 18, 2014
Kathryn Tunin	Teacher, Physical Education, Drifill	August 18, 2014

PROMOTION

Alison Raigoza	Coordinator, Behavior Specialist, Pupil Services	August 21, 2014
----------------	--	-----------------

RETURN FROM LEAVE OF ABSENCE

Michelle LaMonte	Teacher, SDC M/M, Fremont	August 18, 2014
------------------	---------------------------	-----------------

RESIGNATION

Jason Edgmond	Teacher, Physical Education, Frank	August 22, 2014
Robin G. Orr	School Nurse, Pupil Services	August 31, 2014
Minu Sebastian	Resource Specialist, Haydock	August 15, 2014

September 3, 2014

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2014/2015

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. This Board authorization will be effective, if approved, until February 1, 2015 unless further action is taken by the Board of Trustees. Teachers are in the progress of meeting credential requirements. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

<u>Name</u>	<u>Subject</u>
Michael Castella	Science / Frank
Cynthia Fimbres	Math / Frank
Michael Hunt	Math / Frank

CLASSIFIED PERSONNEL ACTIONS

September 3, 2014

New Hire

Delgado, Gabriela	Paraeducator III, Position #1942 Pupil Services 5.5 hrs./183 days	8/18/2014
-------------------	--	-----------

Limited Term

Brown, Dennis	Custodian	8/20/2014
Jijada Solano, Yadira	Paraeducator	8/19/2014
Ordaz, Bianca	Paraeducator	8/20/2014
Santana, Raul	Custodian	8/7/2014
Smith, Parvaneh	Paraeducator	8/21/2014
Suniga, Diana	Preschool Teacher & Paraeducator	8/19/2014
Torres, David	Paraeducator	8/21/2014
Villarreal, Saul	Paraeducator	8/18/2014
Villalobos-Mendez, Salvador	Custodian	8/21/2004

Exempt

Alvarado, Noe	Campus Assistant	8/20/2014
Anguiano, Diana	Campus Assistant	8/20/2014
Faulk, Jessica	Campus Assistant	8/20/2014
Garcia, Luz M.	Campus Assistant	8/20/2014
Jimenez, Armida	Campus Assistant	8/20/2014
Lara, Alexis	Campus Assistant	8/20/2014
Lopez, Alejandra	Campus Assistant	8/22/2014
Ortega, Martha	Campus Assistant	8/20/2014
Rubio, Maria	Campus Assistant	8/20/2014
Ruiz Tapia, Teresa	Campus Assistant	8/20/2014
Yaya, Crystal	Campus Assistant	8/20/2014

Promotion

Romero, Juan	Grounds Worker I, Position #5843 Facilities 8.0 hrs./246 days Custodian, Position #869 Facilities 8.0 hrs./246 days	8/19/2014
--------------	--	-----------

Increase in Hours

Alcala, Hugo	Outreach Specialist (B), Position #2161 Harrington 8.0 hrs./180 days Outreach Specialist (B), Position #2161 Harrington 6.0 hrs./180 days	8/20/2014
Arias-Melgoza, Monica	Outreach Specialist (B), Position #962 Driffill 8.0 hrs./180 days Outreach Specialist (B), Position #962 Driffill 6.0 hrs./180 days	8/20/2014
Fraire Miranda, Edgar	Outreach Specialist (B), Position #2688 Marshall 8.0 hrs./180 days Outreach Specialist (B), Position #2688 Marshall 6.0 hrs./180 days	8/20/2014
Garcia, Veronica	Outreach Specialist (B), Position #1738 Elm 8.0 hrs./180 days Outreach Specialist (B), Position #1738 Elm 6.0 hrs./180 days	8/20/2014
Jimenez, Claudia	Outreach Specialist (B), Position #2200 Kamala 8.0 hrs./180 days Outreach Specialist (B), Position #2200 Kamala 6.0 hrs./180 days	8/20/2014

Increase in Hours continued

Lopez, Elva	Outreach Specialist (B), Position #2687 McAuliffe 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2687 McAuliffe 6.0 hrs./180 days	
Mejia, Marissa	Outreach Specialist (B), Position #2561 Brekke 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2561 Brekke 6.0 hrs./180 days	
Morehead, Marylou	Custodian, Position #840 Curren 8.0 hrs./246 days	8/21/2014
	Custodian, Position #840 Curren 4.0 hrs./246 days	
Perez-Gutierrez, Maritza	Outreach Specialist (B), Position #2686 Ritchen 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2686 Ritchen 7.0 hrs./180 days	
Pina, Janet	Outreach Specialist (B), Position #2709 Haydock 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2709 Haydock 6.0 hrs./180 days	
Ramirez, Otilia	Paraeducator II (B), Position #6433 Pupil Services 5.75 hrs./183 days	8/25/2014
	Paraeducator II (B), Position #1499 Pupil Services 5.5 hrs./183 days	
Rodriguez, Lizette	Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2566 Marina West 6.0 hrs./180 days	
Rojas Jr., Elias	Custodian, Position #2542 Haydock 8.0 hrs./246 days	8/22/2014
	Custodian, Position #2542 Haydock 4.0 hrs./246 days	
Smith, Aaron	Custodian, Position #2539 Chavez 8.0 hrs./246 days	8/22/2014
	Custodian, Position #2539 Chavez 4.0 hrs./246 days	
Vasquez, Teresa	Outreach Specialist (B), Position #2563 Lemonwood 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2563 Lemonwood 6.0 hrs./180 days	
Washington, Amy	Outreach Specialist (B), Position #2859 Ed. Services 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2859 Ed. Services 6.0 hrs./180 days	

Increase in Days

Hernandez, Maria D.	Office Assistant II (B), Position #1212 Fremont 6.0 hrs./203 days	8/13/2014
	Office Assistant II (B), Position #1212 Fremont 6.0 hrs./192 days	
Robite, Ma. Odezza	Office Assistant II (B), Position #26 Fremont 2.0 hrs./203 days	8/13/2014
	Office Assistant II (B), Position #26 Fremont 2.0 hrs./192 days	

Transfer

Avila, Kimberly	Child Nutrition Worker, Position #2616 Itinerant 5.5 hrs./185 days	8/18/2014
Fuentes, Saira	Child Nutrition Worker, Position #2617 Itinerant 4.5 hrs./185 days Paraeducator III (B), Position #6373 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #2362 Pupil Services 5.5 hrs./183 days	8/11/2014
Hernandez, Maria R.	Child Nutrition Worker, Position #2840 McKinna 3.0 hrs./185 days Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days	8/25/2014
Hernandez, Viviana	Child Nutrition Worker, Position #6407 Lemonwood 5.5 hrs./185 days Child Nutrition Worker, Position #1175 Lemonwood 5.0 hrs./185 days	8/15/2014
Hurtado, Janet	Paraeducator III (B), Position #6374 Pupil Services 5.75 hrs./183 days Instructional Assistant SH, Position #2391 Pupil Services 5.5 hrs./183 days	8/11/2014
Lucero, Deserie	Child Nutrition Worker, Position #6411 Chavez 5.0 hrs./185 days Child Nutrition Worker, Position #1894 Chavez 4.5 hrs./185 days	8/15/2014
Lucero, Rachel	Child Nutrition Worker, Position #2394 Soria 5.5 hrs./185 days Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./192 days	9/2/2014
Mendoza, Maribel	Paraeducator III (B), Position #6375 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #5608 Pupil Services 5.75 hrs./183 days	8/25/2014
Montufar, Veronica	Child Nutrition Worker, Position #1894 Chavez 5.5 hrs./185 days Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	8/15/2014
Peralta, Ramona	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days Preschool Assistant (B), Position #2663 Rose Ave. 3.0 hrs./183 days	8/11/2014
Prado, Samantha	Child Nutrition Worker, Position #6412 Chavez 5.0 hrs./185 days Child Nutrition Worker, Position #2133 Curren 5.0 hrs./185 days	8/18/2014
Villanueva, Griselda	Child Nutrition Worker, Position #2849 Ritchen 5.0 hrs./185 days Child Nutrition Worker, Position #2057 Itinerant 5.0 hrs./185 days	8/18/2014
<u>In Lieu of Layoff</u>		
Avalos, Manuel	Child Nutrition Worker, Position #2139 Curren 4.5 hrs./185 days Child Nutrition Worker, Position #2616 Chavez 4.5 hrs./185 days	8/18/2014

In Lieu of Layoff continued

Brown, Yvonne

Child Nutrition Cafeteria Coordinator, Position #2137
Kamala 8.0 hrs./189 days
Child Nutrition Cafeteria Coordinator, Position #2158
McAuliffe 6.5 hrs./189 days

8/20/2014

Unpaid Leave of Absence

Kossman, Maribeth

Site Technology Technician, Position #2508
Harrington 8.0 hrs./192 days

9/12/2014-9/11/2015

Reemployment

Flores, Rosio

Preschool Assistant (B), Position #2664
Rose Ave. 3.0 hrs./183 days

8/18/2014

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Cesar Morales **DATE OF MEETING:** 9/03/14

COMMENDATION (From the Board) _____

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

CSBA – Call for Nomination for Directors-at-Large, Asian Pacific Islander and Hispanic

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to nominate a representative for Directors-at-Large, Asian Pacific Islander and Hispanic. The nomination for this position must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. All nomination materials must be postmarked no later than Friday, October 3, 2014.

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees consider the nomination of one of the OSD Trustees as a representative for Director-at-Large, Asian Pacific Islander and Hispanic; and the nominee submit all of the required documents before the deadline of October 3, 2014.

ADDITIONAL MATERIAL:

- Packet from CSBA



August 1, 2014

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 3, 2014
Please deliver to all members of the governing board.

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Josephine Lucey, President

SUBJECT: Call for Nominations for Directors-at-Large, Asian Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large, Asian Pacific Islander and Hispanic are currently being accepted until **Friday, October 3, 2014**. All the information and forms related to the election process are available to download at www.csba.org/AboutCSBA.aspx.

The elections will take place at CSBA's Delegate Assembly meeting in San Francisco at the Westin St. Francis on Sunday, December 14. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form, and the required two letters of recommendation, is **Friday, October 3, 2014**. A valid nomination includes:

- **A completed, signed nomination form.** *It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation** (one page, single-sided). These letters may be submitted by a:
 - 1) Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a member district or COE
 - 3) Board member organization
- **A signed and dated candidate's biographical sketch form completed by the nominee is due to CSBA by Friday, October 10.** *(The candidate's biographical sketch form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)*

The current Directors-at-Large are as follows:

- **Asian Pacific Islander – Audrey Yamagata-Noji (Santa Ana USD)**
- **Hispanic – Kathryn Ramirez (Salinas Union HSD)**

For further information, please contact the Leadership Services department at 800-266-3382. Thank you.



2014 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

(Please submit a separate nomination form for each nominee.)

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Friday, October 3, 2014**.

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____
(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate)*

Director-at-Large, Asian/Pacific Islander
 Director-at-Large, Hispanic

The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has given permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Return the nomination form and two letters of recommendation to:

Josephine Lucey, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 | www.csba.org



2014 Director-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

Due: Friday, October 10, 2014 (U.S. Postmark or fax -916.371.3407)

This signed and dated candidate's form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and one-page résumé, if submitted**, will be printed in the Delegate Assembly meeting agenda.

I am running for: <i>(check one)</i>	<input type="checkbox"/> Director-at-Large, Asian/Pacific Islander	<input type="checkbox"/> Director-at-Large, Hispanic
Name: _____	Region: _____	
District or COE: _____	Years on board: _____	ADA: _____
Contact Number: _____	E-mail: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date

Board of Directors Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12



CSBA Board of Directors 2014 Director-at-Large Nominations & Elections FAQ

What are the required meetings?

- Five CSBA Board of Directors meetings are typically held on weekends in late January or early February, late March, May (Friday only), September and late November or early December (one day only)
- Two Delegate Assembly meetings (May and late November or early December)

What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

Who can run for Directors-at-Large, Asian/Pacific Islander and Hispanic? Any member of a district or county office of education board that is a member of CSBA.

Who can nominate the Directors-at-Large, Asian/Pacific Islander and Hispanic? Any district or county office of education whose board is a member of CSBA.

What does a valid nomination consist of?

- 1) A completed, signed nomination form due Friday, October 3.
- 2) Two letters of recommendation (one page, single-sided, due Friday, October 3) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from member districts or COEs
 - c) A board member organization
- 3) A completed candidate's form from the nominee is due Friday, October 10.

Can the same board that nominates also submit a letter of recommendation? Yes.

Where do I return completed nomination and candidate's forms?

California School Boards Association, 3152 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660
Fax: (916) 371-3407, or email Leanne Gosselin at lgosselin@csba.org

When and where are the elections held? The elections will take place on Saturday, December 13 (speeches) and Sunday December 14 (elections) at CSBA's Delegate Assembly meeting at the Westin St. Francis hotel in San Francisco.

Who is the current CSBA Director-at-Large Asian/Pacific Islander? Audrey Yamagata-Noji (Santa Ana USD)

Who is the current CSBA Director-at-Large Hispanic? Kathryn Rameriz (Salinas Union HSD)

For additional information, please contact Leadership Services staff at (800) 266-3382 or via email lgosselin@csba.org.

Board Agenda Item

NAME OF CONTRIBUTOR: Jorge B. Gutierrez **DATE OF MEETING:** September 3, 2014

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

TITLE: Ratification of Change Order # I-USA Shade

The Executive Director of Facilities Planning, Engineering & Operations recommends that the Board of Trustees ratify Change Order #1 in the amount of \$15,430 with USA Shade

On April 16, 2014 The Board approved to participate with Santa Ana Unified School Bid #07-13 for the purchase and installation of Shade Structures from USA Shade & Fabric Inc. The shade structures will be purchased and installed at Kamala, Curren, Sierra Linda and Chavez Schools.

The holes were drilled for the shade structure at Kamala School to a maximum depth of 9 feet for the columns. Due to a high water table, caving conditions occurred causing the holes to collapse. Additional work was required to stabilize the soil and pour the concrete for the footings.

Change Order amount of \$15,430 to the original contract price of \$312,729.25 with USA Shade will result in a net change of 4.9%.

FISCAL IMPACT

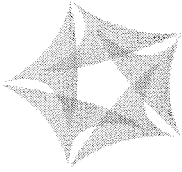
\$15,430– Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees ratify Change Order #1 with USA Shade.

ADDITIONAL MATERIAL:

- I. Change Order #1 (1 page)



USASHADE & Fabric Structures

1085 N. Main Street, Suite C
Orange, CA 92867

Project Change Order# 51370-01 REV 2

attention:	Kristie Nelson	date:	7/29/2014
company:	MVE Institutional, Inc.	tel number:	(949) 361-6181
	Oxnard School District (Kamala, Chavez,	tax number:	
project:	Curren, Sierra Linda)	project number:	51357
from:	Erin Nelson	cc:	Jorge Gutierrez
regarding:	Change in Scope- Footings		

This form may also be used as a Change Order Request. If you (the customer) do not have your own Change Order Form, please authorize the outlined changes below.

Original Contract Amount	\$	312,729.25
Previous Change Order Amounts (total)	\$	-

Current Change Order Items

1	Drilling and Casing- 8 footings (Kamala School)	\$	15,430.00
	Dig and Casing- Sub Contractor fee	\$	11,000.00
	Slurry (25 yards at \$80/yd)- 2 trucks	\$	2,000.00
	Concrete Pump	\$	610.00
	Additional Hours (28 hours at \$65/hr)	\$	1,820.00

Items Subtotal	\$	15,430.00
Current Change Order	\$	15,430.00
New Total Contract Amount	\$	328,159.25

Revised Delivery Date (if applicable)

I will submit a separate change order to authorize the changes and additional costs shown above.

I authorize these contract changes and agree to pay the additional costs stated above. I understand that these changes are subject to the terms and conditions outlined in the original contract.

X _____

Client Signature Printed Name Date

X _____

USA Shade & Fabric Structures, Inc. Printed Name Date

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES – Revision BP 0410 (Vaca)

The district is updating Board Policy BP 0410 regarding Nondiscrimination in District Programs and Activities. The policy is being updated to reflect New Law (AB1266) which requires districts to permit a student to participate in sex-segregated programs and activities, including athletic teams and competition, and to use facilities consistent with the student’s gender identity, regardless of his/her gender as listed in his/her educational records. The policy update also reflects New Law (AB 556) which prohibits employers from discriminating against employees and job applicants based on their military or veteran status.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the updated Board Policy BP 0410 Nondiscrimination in District Programs and Activities, as presented.

ADDITIONAL MATERIALS:
BP 0410 (5 pages)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Board of Trustees is committed to *providing* equal opportunity for all individuals in education. District programs ~~and~~, activities, *and practices* shall be free from discrimination based on ~~gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, linguistic usage, religion, marital or parental status, physical or mental disability, sex, sexual orientation or, gender, gender identity or expression, or genetic information;~~ the perception of one or more of such characteristics. ~~The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities; or association with a person or group with one or more of these actual or perceived characteristics.~~

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act *and any implementing standards and/or regulations.*

*(cf. 6163.2 - Animals At School)
(cf. 7110 - Facilities Master Plan)
(cf. 7111 - Evaluating Existing Buildings)*

The Superintendent or designee shall ensure that the district provides *appropriate* auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

*(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)*

~~The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.8, 106.9)~~

~~The Superintendent or designee shall also provide information about related complaint procedures.~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

~~In compliance with law, the district's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.~~

~~(cf. 5145.6—Parental Notifications)~~

Legal Reference: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

48985 *Notices to parents in language other than English*

51007 *Legislative intent: state policy*

GOVERNMENT CODE

11000 *Definitions*

11135 *Nondiscrimination in programs or activities funded by state*

11138 *Rules and regulations*

12900-12996 *Fair Employment and Housing Act*

54953.2 *Brown Act compliance with Americans with Disabilities Act*

PENAL CODE

422.55 *Definition of hate crime*

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

4900-4965 *Nondiscrimination in elementary and secondary education programs ~~receiving state financial assistance~~*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*

1681-1688 *Discrimination based on sex or blindness, Title IX*

2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*

6311 *State plans*

6312 *Local education agency plans*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VI, Civil Rights Act of 1964*

2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

2000h-2000h-6 *Title IX*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

36.303 *Auxiliary aids and services*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*

104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*

106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*

106.9 *Dissemination of policy*

Management Resources: (see next page)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January, 1999

Notice of Non-Discrimination, January, 1999

Nondiscrimination in Employment Practices in Education, August, 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

WEB SITES

~~CDE~~CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Safe Schools Coalition: <http://www.casafeschoolscoalition.org>

~~Pacific Disability and Business Technical Assistance~~ADA Center: <http://www.pacdbtaeadapacific.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

Policy

adopted: ~~October 19, 2011~~ September 3, 2014

OXNARD SCHOOL DISTRICT

Oxnard, California

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

EMPLOYMENT STATUS REPORTS AR 4117.7 – 4317.7 - Revision (Vaca)

The administration is requesting to update AR 4117.7 – 4317.7, relative to Employment Status Report to reflect New Law (AB 449, 2013) and New Title 5 regulations (Registered 2014, No. 14) which (1) require submission of an employment status report to the Commission on Teacher Credentialing (CTC) while an allegation of misconduct is pending; (2) subject the superintendent to adverse action by the CTC if he/she fails to submit a report; and (3) clarify that changes in employment status due to unsatisfactory performance or a reduction in force are not reportable.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the revised Board Policy AR 4117.7 – 4317.7 Employment Status Report, as presented.

ADDITIONAL MATERIALS:

AR 4117.7 – 4317.7 (4 pages)

EMPLOYMENT STATUS REPORTS

~~Within 30 days of~~ *The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a ~~credential holder~~ certificated employee who, while working in a position requiring a credential made and as a result of an allegation of misconduct, the Superintendent shall report the change to the Commission on Teacher Credentialing (CTC). The report shall be made whenever one of the following actions or while an allegation of misconduct is taken as a result of alleged misconduct pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)*

1. ~~Dismissal~~ *Is dismissed or nonreelected*

*(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.4 - Dismissal)*

2. ~~Nonreelection/nonreemployment~~

(cf. 4117.6 - Decision Not to Rehire)

3. ~~Suspension for more than 10 days~~

4. ~~Placement on unpaid administrative leave for more than 10 days pursuant to a final adverse employment action~~

5. ~~Resignation, retirement, or other departure from employment~~

2. *Resigns*

(cf. 4117.2 - Resignation)

6. ~~Termination~~ *3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final*

(cf. 4118 - Suspension/Disciplinary Action)

4. *Retires*

5. *Is otherwise terminated by a decision not to employ or reemploy*

~~The report shall contain~~ *(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5141.4 - Child Abuse Prevention and Reporting)*

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

*(cf. 4115 - Evaluation/Supervision)
(cf. 4117.3 - Personnel Reduction)*

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. (5 CCR 80303)

~~The report shall be made regardless of any proposed or actual agreement, settlement, or stipulation between~~ contain the district name and current address of the certificated employee not to make such a report. The report shall also be made if the allegations are withdrawn in consideration of the employee's resignation, retirement, or other failure to contest the truth, name of the allegations. ~~(district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)~~

~~The Superintendent shall inform the employee in writing of the contents of 5 CCR 80303~~ Upon a change in employment status as a result of alleged misconduct; or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

~~Within 10 days after receipt~~

AR 4117.7(b)
4317.7

EMPLOYMENT STATUS REPORTS (continued)

Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

- 1. An employee, by complaint, information, or indictment regarding an employee who has been filed in court, is charged with a "mandatory leave of absence offense" (, defined as a sex or drug offense specified in Education Code 44940). (Education Code 44242.5, 44940, 44940.5)*

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to the CTC. In addition, he/she shall report to the CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

AR 4117.7(b)

EMPLOYMENT STATUS REPORTS (continued)

~~(cf. 4118 - Suspension/Disciplinary Action)~~

Notice of Other Violations

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. *An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)*

As appropriate, the Superintendent or designee may also shall notify the CTC of any of the following: ~~(Education Code 44242.5)~~

1. *A complaint ~~received by~~ filed with the district regarding a ~~credential holder's~~ certificated employee's alleged sexual misconduct (Education Code 44242.5)*

The notice to the CTC shall contain all of the following information: (5 CCR 80304)

- a. *Name of the employee alleged to have engaged in the sexual misconduct*
- b. *Name, age, and address of each victim of the alleged sexual misconduct*
- c. *A summary of all information known to the district regarding the alleged sexual misconduct*
- d. *A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct*

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5145.7 - Sexual Harassment)

AR 4117.7(c)
4317.7

EMPLOYMENT STATUS REPORTS (continued)

2. *An employee's ~~refusal, without good cause, to fulfill a valid employment contract, or departure from district service without the consent of the Superintendent or Board of Trustees~~ (Education Code 44420)*

3. *An employee's knowing and willful use of school records of student records data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the ~~credential holder~~ certificated employee or in which the ~~credential holder~~ certificated employee is an employee (Education Code 44242.5, 44421.1)*

4 (cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)

Legal Reference: (see next page)

AR 4117.7(e)

EMPLOYMENT STATUS REPORTS (continued)

4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

Legal Reference:

EDUCATION CODE

- 44009 Conviction of specified crimes
 - 44010 Sex offense—, definitions
 - 44011 Controlled substance offense—, definitions
 - 44030.5 Employment status reports
 - 44225 Powers and duties of the CTC
 - 44242.5 Reports and review of alleged misconduct
 - 44420-44440 Adverse actions by CTC against credential holder
 - 44932 Causes for dismissal
 - 44940 Sex offenses and narcotic offenses; compulsory leave of absence
 - 44940.5 Compulsory leave of absence
 - 44955-44958 Reduction in force
- CODE OF REGULATIONS, TITLE 5
- 80303 Reports of change in employment status, alleged misconduct
 - 80304 Notice of sexual misconduct

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated ~~Human~~ Resources, 2007 Personnel, 2013

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Regulation
approved: ~~November 2, 2014~~ September 3, 2014

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

POST RETIREMENT EMPLOYMENT AR 4117.14 – 4317.14 - New (Vaca)

The administration is requesting to add new AR 4117.14 – 4317.14, relative to postretirement employment. The regulation reflects New Law (AB 1381, 2013) which (1) defines “financial inducement” for the purpose of determining eligibility of a retiree to receive an exemption from the 180-day waiting period and (2) extends the compensation limit to other payments (e.g. deferred compensation plans, etc.) to prevent payment in excess of the zero-dollar limit for retired member activities performed within the 180-day waiting period. Regulation also reflects New Law (AB 1379, 2013) which requires districts to notify retired individuals of employment restrictions.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the new Board Policy AR 4117.14 – 4317.1.14 postretirement employment, as presented.

ADDITIONAL MATERIALS:

AR 4117.14 – 4317.14 (3 pages)

POSTRETIREMENT EMPLOYMENT

When necessary, the Board of Trustees may hire a qualified retired certificated individual who possesses the knowledge and experience needed to perform creditable service for the district as an employee, the employee of a third party, or an independent contractor/consultant, provided that all applicable restrictions specified by the California State Teachers' Retirement System (CalSTRS) are met. Applicable CalSTRS restrictions include, but are not limited to, a requirement that a retired member be paid compensation comparable to that for active employees for comparable duties and prohibitions against the hiring of a retired member within 180 days of his/her retirement and for the classified service, except as an aide pursuant to Education Code 45134. Additional restrictions and rules may apply to other employment situations, such as when CalSTRS retired members are employed as employees of third parties, independent contractors, or consultants. The Superintendent or designee should consult legal counsel when dealing with such employment situations. (Education Code 22119.5, 22164.5, 24214, 24214.5)

(cf. 3600 - Consultants)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4112 - Appointment and Conditions of Employment)

Any retired member of the defined benefit program of CalSTRS who is hired by the district to perform retired member activities as defined pursuant to Education Code 22164.5 shall be paid at an annualized rate of pay that shall not be below the minimum or exceed the maximum paid to other district employees performing comparable duties. However, such a retired individual shall not make contributions to the CalSTRS retirement fund or accrue service credit based on compensation earned from the retired member activity. (Education Code 24214)

No retired member of the CalSTRS defined benefit program shall be hired by the district for at least 180 calendar days after his/her retirement from service, unless he/she has attained the normal retirement age and qualifies for an exemption to the 180-day waiting period. To seek this exemption, the Board shall, during the open session of a Board meeting, adopt a resolution which shall include the following information and findings: (Education Code 24214.5)

1. A statement expressing the Board's intent to seek an exemption to the 180-day waiting period
2. A description of the nature of the employment of the retiree
3. A finding that the retiree has reached the normal retirement age
4. A finding that the appointment of the retiree is necessary to fill a critically needed position before the 180-day waiting period has passed
5. A finding that the retired individual did not receive additional service credit pursuant to Education Code 22714 or 22715 or any financial inducement to retire. Financial

inducement to retire shall include, but is not limited to, cash or any form of

AR 4117.14(b)
4317.14

POSTRETIREMENT EMPLOYMENT (continued)

compensation or other payment directly or indirectly paid by any public employer to the retired individual before or after his/her retirement, if the individual retires for service on or before a specific date or range of dates established by the public employer on or before the date the inducement is offered

6. A finding that the retired individual's termination of employment with the district is not the basis for the need to acquire the services of the retired individual

The resolution shall not be adopted through the Board's consent agenda. (Education Code 24214.5)

(cf. 9320 - Meetings and Notices)

When employing a retired individual who is eligible for exemption from the 180-day waiting period, the Superintendent or designee shall submit all required documentation to substantiate eligibility for the exemption to CalSTRS before the retired member begins performing any retired member activities. The Superintendent or designee may contact CalSTRS to request information as to whether the retired member qualifies for the exemption after 30 days of submitting the required documentation to CalSTRS. (Education Code 24214.5)

Postretirement Compensation Limitation, Notice, and Report

All CalSTRS retirees performing creditable service for the district shall be subject to the applicable CalSTRS earnings limit. Monies earned in excess of the limit may subject the CalSTRS retiree to a reduction in his/her retirement allowance. Compensation subject to the earnings limitation includes, but is not limited to, salary or wages, deferred compensation plans, purchase of an annuity contract, tax-deferred retirement plan or insurance program, and other plans or contributions when the cost is covered by a district. (Education Code 22119.5, 22164.5, 24214)

Whenever the district retains the services of a CalSTRS retiree as a district employee, employee of a third party, or an independent contractor, the Superintendent or designee shall: (Education Code 22461, 24214)

1. Advise the retired individual of the postretirement earnings limitation or employment restriction set forth in Education Code 22714, 24214, or 24214.5 or any other applicable law

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

POSTRETIREMENT EMPLOYMENT (continued)

2. Maintain accurate records of the retired individual's compensation and report it monthly to CalSTRS and the individual, regardless of the method of payment or the fund from which the payments are made

Legal Reference:

EDUCATION CODE

- 22119.5 Creditable service, definition
- 22131 Employer; employing agency, definition
- 22164.5 Retired member activities, definition
- 22461 Notice of earnings limitation
- 22714 Encouragement of retirement
- 22715 Additional service credit
- 22716 Unpaid services
- 24214 Creditable service by retiree
- 24214.5 Postretirement compensation limit; members below normal retirement age
- 26113 Creditable service, definition
- 35046 Consultancy contracts
- 44830 Employment of certificated employees
- 44830.3 Employment of district interns
- 44929 Service credit under STRS; additional two years
- 44929.1 2+2 service and year credit option under STRS
- 45134 Age limits

CODE OF REGULATIONS, TITLE 5

- 27000-27009 Penalties and interests for late remittances and late and unacceptable reporting by employers

Management Resources:

WEB SITES

- California State Teachers' Retirement System: <http://www.calstrs.com>

Regulation
approved: September 3, 2014

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

NONDISCRIMINATION/HARASSMENT BP 5145.3 – Revision (Vaca)

The administration is requesting to update BP 5145.3 relative to Nondiscrimination/Harassment to reflect New Law (AB 1266) which requires districts to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student’s gender identity, regardless of his/her gender as listed on his/her educational records. Material regarding the designation of a district Coordinator for Nondiscrimination, provision of training and information about the district’s nondiscrimination policy, and grievance procedures shall be moved to the new AR.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the updated Board Policy BP 5145.3 Nondiscrimination/Harassment, as presented.

ADDITIONAL MATERIALS:

BP 5145.3 (5 pages)

NONDISCRIMINATION/HARASSMENT

The Board of Trustees desires to ~~ensure~~ *provide a safe school environment that allows all students equal access and opportunities for all students in admission and access to the district's academic and other educational support programs, guidance and counseling programs, athletic programs, testing procedures services, and other activities. District programs and activities shall be free from* *The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying regarding of any student based on the student's actual or perceived characteristics such as age, race, color, ancestry, color, national origin, ethnic group identification, gender expression, gender identity, gender, mental age, religion, marital or parental status, physical or mental disability, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person's gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.*

This ~~Board~~ policy shall apply to all acts related to a school activity or to school attendance occurring within a school under the jurisdiction of the district. *school. (Education Code 234.1)*

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

~~The Board prohibits unlawful~~ *Prohibited* discrimination, harassment, intimidation, ~~and/or~~ bullying of any student by any employee, student, or other person in the district. ~~Prohibited harassment~~ includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe ~~and/or~~ pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the ~~purpose or effect~~ of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects ~~the~~ a student's educational opportunities.

~~School staff and volunteers shall carefully guard against segregation, bias, and stereotyping in the delivery of services, including, but not limited to, instruction, guidance, and supervision.~~

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures

designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

*(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)*

BP 5145.2—Freedom of Speech/Expression 3(b)

NONDISCRIMINATION/HARASSMENT (continued)

*(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)*

~~The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from discrimination, harassment, intimidation, and bullying behavior.~~

Students who engage in discrimination, harassment, intimidation, ~~or~~ bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in *prohibited* discrimination, harassment, intimidation, ~~and~~ bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

BP 5145.3(b)

NONDISCRIMINATION/HARASSMENT (continued)

~~School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)~~

*(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131—Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

Complaint Procedures

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, and bullying and inquiries regarding the district's nondiscrimination policies:

Assistant Superintendent, Human Resources and Support Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030
805 385 1501 ext. 2050

(cf. 1312.1 Complaints Concerning District Employees)
(cf. 1312.3 Uniform Complaint Procedures)

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of discrimination, harassment, intimidation, or bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with site level complaint procedures specified in AR 1312.3 Uniform Complaint Procedures.

(cf. 1312.3 Uniform Complaints)

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of discrimination, harassment, intimidation, or bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

BP-5145.3(e2 - Freedom of Speech/Expression)

~~NONDISCRIMINATION/HARASSMENT~~ (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

Legal Reference continued: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for All Transgender and Gender-Nonconforming Students, Policy Brief, ~~April 2010~~ February 2014

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention—Laws and Regulations, April 2004

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

California Department of Education: <http://www.cde.ca.gov>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

NONDISCRIMINATION/HARASSMENT AR 5145.3 – New (Vaca)

The administration is requesting to add new AR 5145.3 relative to Nondiscrimination/Harassment to reflect the new mandated regulation which contains material formerly in BP regarding the designation of a district Coordinator for Nondiscrimination, provision of training and information about the district's nondiscrimination policy, and grievances procedures. The regulation also includes best practices recommended for addressing the unique circumstances and considerations that may arise when a student asserts a different gender from his/her gender at birth, consistent with New Law (AB 1266). Regardless of whether a referendum qualifies for the ballot to attempt to overturn this law, this material may be used to meet the district's responsibility to ensure nondiscrimination based on gender identity.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the new Board Policy AR 5145.3 Nondiscrimination/Harassment, as presented.

ADDITIONAL MATERIALS:

AR 5145.3 (5 pages)

NONDISCRIMINATION/HARASSMENT

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying and to answer inquiries regarding the district's nondiscrimination policies: (Education Code 234.1; 5 CCR 4621)

(position title)

(address)

(telephone number)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION/HARASSMENT (continued)

4. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985)
6. At the beginning of each school year, inform school employees that any employee who witnesses any act of discrimination, harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so. (Education Code 234.1)
7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) to protect students' privacy rights and ensure their safety from threatened or potentially harassing, intimidating, or discriminatory behavior.

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Transgender and Gender-Nonconforming Students

Gender identity means a person's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

NONDISCRIMINATION/HARASSMENT (continued)

Gender expression means a person's gender-related appearance and behavior, whether or not stereotypically associated with the person's assigned sex at birth. (Education Code 210.7)

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior consent, except when the disclosure is otherwise required by law or is necessary to preserve the student's physical or mental well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the Coordinator for Nondiscrimination. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to law or district policy, and shall inform the student that it may be impossible to accommodate the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the Coordinator, the employee shall do so within three school days.

As appropriate, the Coordinator shall discuss with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. Any decision to disclose the student's status to others shall be based on the student's best interest.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The Coordinator shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the Coordinator shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

NONDISCRIMINATION/HARASSMENT (continued)

3. **Addressing a Student's Transition Needs:** The Coordinator shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Coordinator shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.

4. **Accessibility to Sex-segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. However, a student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

NONDISCRIMINATION/HARASSMENT (continued)

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **September 3, 2014**

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

ATHLETIC COMPETITION AR 6145.2 – Revision (Vaca)

The administration is requesting to update AR 6145.2 relative to Athletic Competition to reflect New Law (AB 1266) which requires districts to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities with the student’s gender identity, regardless of his/her gender as listed on his/her education records. Regulation also reflects updated California Interscholastic Federation (CIF) bylaws which allow students to participate in interscholastic athletic programs consistent with their gender identity and CIF procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the revised Board Policy AR 6145.2 Athletic Competition, as presented.

ADDITIONAL MATERIALS:

AR 6145.2 (4 pages)

ATHLETIC COMPETITION

Nondiscrimination and Equivalent Opportunities in the Athletic Program

~~No person shall on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability~~ *No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics.—(5 CCR 4920 on the basis of actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or any other basis specified in law. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)*

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

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams ~~where~~ *when* selection for the teams is based on competitive skills. *(5 CCR 4921; 34 CFR 106.41; 5 CCR 4921)*

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with his/her gender identity and for which he/she is otherwise eligible to participate, irrespective of the gender listed on the student's records.

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for ~~athe~~ team, regardless of sex, sexual orientation, *gender, gender identity, gender expression*, or other protected group status. *(5 CCR 4921; 34 CFR 106.41)*

When determining whether equivalent opportunities are available to both sexes in athletic programs, the Superintendent or designee shall consider, among other factors: *(5 CCR 4922; 34 CFR 106.41)*

1. Whether the selection of sports and levels of competition offered effectively accommodate the interests and abilities of both sexes

~~To help ensure that the district's~~ *The athletic program shall be considered to effectively accommodate the interests and abilities of both sexes in athletics, the district shall use if it meets one of the following criteria: (Education Code 230)*

- a. ~~Whether~~ *The interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments.*

ATHLETIC COMPETITION (continued)

- b. When the members of one sex have been and are underrepresented among interscholastic athletes, ~~whether~~ the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex.
- c. When the members of one sex are *currently* underrepresented among interscholastic athletes and the district cannot show a history and a continuing practice of program expansion as required in item #b above, ~~whether~~ the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program.

AR 6145.2(b)

~~***ATHLETIC COMPETITION (continued)***~~

- 2. The provision and maintenance of equipment and supplies
- 3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
- 44. *Travel and per diem allowances*
- 5. Opportunities to receive coaching and academic tutoring
- 6. *Assignment and compensation of coaches and tutors*
- 7. *Provision of locker rooms and practice and competitive facilities*
- 8. *Provision of medical and training facilities and services*
- 9. *Provision of housing and dining facilities and services*
- 10. *Publicity*
- 11. *Provision of necessary funds*

Health and Safety

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student's initiating practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

±

AR 6145.2(c)

ATHLETIC COMPETITION (continued)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. (Education Code 49475)

The Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury suffered by the student and any actions taken to treat the student.

The Superintendent or designee shall provide training to coaches, athletic trainers, and/or school nurses regarding concussion symptoms, prevention, and appropriate response.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Parental Notifications

Before a student participates in interscholastic athletic activities, the Superintendent or designee shall send a notice to the student's parents/guardians which:

- 1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator*

(cf. 1312.3 - Uniform Complaint Procedures)

- 2. Includes a copy of the Athletes' Bill of Rights pursuant to Education Code 271*
- 3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to ~~provide for~~ every participant's health and welfare*

(cf. 3530 - Risk Management/Insurance)

- 24. Provides information about insurance protection pursuant to Education Code 32221.5*

(cf. 5143 - Insurance)

- 35. Requests parental permission for the student to participate in the program and, if appropriate, be transported by the district to and from competitions*

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

4

AR 6145.2(d)

ATHLETIC COMPETITION (continued)

6. States the ~~Board of Trustees'~~*Governing Board's* expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

57. Includes a copy of the local California Interscholastic Federation (CIF) league rules

68. Includes information about the CIF bylaw and district policy requiring any student athlete and his/her parent/guardian to sign a statement that the student will not use steroids or dietary supplements banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

~~Regulation~~*Policy*

~~approved: November 16, 2011~~*adopted: September 3, 2014*

OXNARD SCHOOL DISTRICT

Oxnard, California



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2014

(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	15	Regular Board Meeting (Note: only ONE meeting in January)
February	5	Regular Board Meeting
	19	Regular Board Meeting
March	5	Regular Board Meeting
	19	Regular Board Meeting
April	16	Regular Board Meeting (Note: only ONE meeting in April)
May	7	Regular Board Meeting
	21	Regular Board Meeting
June	4	Regular Board Meeting
	25	Regular Board Meeting
July	23	Regular Board Meeting (Note: only ONE meeting in July)
August	20	Regular Board Meeting (Note: only ONE meeting in August)
September	3	Regular Board Meeting
	17	Regular Board Meeting
October	1	Regular Board Meeting
	15	Regular Board Meeting
November	12	Regular Board Meeting (Note: only ONE meeting in November)
December	10	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

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

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-11-13

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.”

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The **Constitution** of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The **Administrative Code, Title 5, Education**, which consists of rules adopted by the State Board of Education.

Rules and Regulations adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

Board Meetings are video-taped and televised.

PROCEDURES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. **Written Communication.** Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. **Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda.** When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. **Agenda Items Requested by the Public.** The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for filing a complaint are available from the Superintendent's Office. It is recommended that a charge or complaint be directed to the person, school, or department most immediately involved with the problem. All efforts shall be made to reach a satisfactory conclusion on this level.

However, anyone may present to the Board of Trustees a charge or complaint against an identifiable employee or against a specific school or office in a public Board meeting where the basis for the charge or complaint arises out of the personal actions or omission of an identifiable employee.

The presentation of such charge or complaint shall be subject to the following procedures:

1. Any such charge or complaint shall be made in writing and shall be affirmed by the person or persons submitting it. The secretary to the Board will advise, if requested, as to the methods of affirming the truth of the charge or complaint.

2. No such charge or complaint may be orally presented in a meeting of the Board of Trustees or of any of its special committees except as in No. 3 below.

3. The signed, written statement of the charge or complaint shall be submitted to the secretary to the Board of Trustees, or to an appropriate committee as determined by the Board of Trustees in a closed session. The Board of Trustees, if it deems advisable, may allow the person affirming the truth of the statement to appear before the Board of Trustees, or its appropriate committee, in a closed session and to present orally the charge or complaint.

4. The Board of Trustees, or its appropriate committee, will review and, if necessary, investigate the charge or complaint, and will respond in writing to the person who has submitted the written statement.

5. In the event this procedure is not known or followed, the president of the Board of Trustees shall terminate the right of the speaker at the point the charge or use of the staff member's name is brought into the speaker's presentation in a public Board meeting, or at the first indication that the speaker intends to speak against a staff member in such a meeting. The speaker shall immediately be told the reason for terminating his right to speak, and shall be informed of the proper steps to follow in registering his complaint.

6. In the event that an individual registers a charge or complaint with a member of the Board of Trustees in person or by telephone, that Board member should refer the matter to the Superintendent for investigation. When anyone registers a charge or complaint with the Superintendent, he shall investigate that charge or complaint, and then shall report his findings to the complainant and/or Board member.

The Board of Trustees desires to support its staff against any or all charges, be they direct or indirect, made in public meeting of the Board before preliminary investigations have been made. According to the Ralph M. Brown Act, **Government Code** 54950-54960, it is stated that "Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, Employment, or dismissal of a public officer or employee or to hear complaints or charges brought against such officer or employee by another public officer, person or employee unless such officer or employee requests a public hearing. The legislative body also may exclude from any such public or private meeting, during the examination of a witness, any or all other witnesses, in the matter being investigated by the legislative body..."

The Board of Trustees realizes its function as a public agency and this policy and/or implementing rules are in no way intended to restrict the right of the public to be heard. This policy and its rules have been adopted to guarantee an orderly process wherein all parties are dealt with fairly and in accordance with due process.

Authority:

California Education Code

- 35145 —Public Meetings
- 35145.5—Agendas; Public Participation; Regulations
- 35146 —Closed Session

California Government Code

- 3543.2 —Scope of Representation
- 3549.1 —Proceedings Exempt from Public Meeting Provisions
- 11125.1 —Availability of Agendas, Documents Prior to Meeting; Closed Session Report of Action With Public Employee
- 11126 —Closed Session; Disciplinary Action; Notice of Public Hearing, Exclusion of Witnesses
- 11126.3 —Reasons for Closed Sessions
- 11128 —Time of Closed Session
- 54957 —Closed Session; "Employee" Defined: Exclusion of Witnesses
- 54957.1 —Subsequent Public Report and Roll Call Vote, Employee Matters in Closed Session
- 54957.2 —Closed Sessions; Clerk; Minute Book
- 54957.6 —Closed Session; Representative with Employee Organization
- 54957.7 —Reason for Closed Session

Oxnard School District

Board Bylaws Adopted: October 25, 1978

Revised April 22, 1981; April 30, 1984