

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

**Dr. Cesar Morales**  
Superintendent  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Dr. Nancy Carroll**  
Interim Assistant Superintendent,  
Educational Services  
**Ms. Lisa Cline**  
Assistant Superintendent,  
Business & Fiscal Services

## **AGENDA #14 REGULAR BOARD MEETING**

**Wednesday, April 15, 2015**

**5:00 p.m. Study Session**

**Closed Session To Follow**

**7:00 PM - Regular Board Meeting**

Call to Order: \_\_\_\_\_

Members Present: \_\_\_\_\_

Members Absent: \_\_\_\_\_

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

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

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

[www.oxnardsd.org](http://www.oxnardsd.org)

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37



**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

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



**Visión:**

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

**Misión:**

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

**Section A  
PRELIMINARY**

**A.1 Call to Order and Roll Call** **5:00 PM**

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

**A.2 Pledge of Allegiance to the Flag**

Ms. Christine McDaniels, Principal of San Miguel and Kamala Schools, will introduce San Miguel Students and Kamala Buddies, 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 San Miguel Students and Kamala Buddies.

**A.4 Presentation by San Miguel and Kamala Staff**

Ms. Christine McDaniels will provide a short presentation to the Board regarding San Miguel School. Following the presentation President Robles-Solis 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:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**A.6 Study Session – Middle School Capacity Improvements (Dr. Morales/CFW, Inc.)**

The Board of Trustees will receive a presentation on the Facilities Implementation Program – Middle School Capacity Improvements.

**A.7 Closed Session – Public Participation/Comment** (Limit three minutes per person per topic)

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

**A.8 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
  - Conference with Legal Counsel – Existing Litigation

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

**Section A  
PRELIMINARY**  
(continued)

**A.8 Closed Session (continued)**

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
    - Assistant Superintendent, Educational Services/Chief Academic Officer
  - Public Employee Evaluation:
    - Assistant Superintendent, Business & Fiscal Services
    - Assistant Superintendent, Human Resources & Support Services

**A.9 Reconvene to Open Session**

**7:00 PM**

**A.10 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.11 Approval of Minutes**

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

- March 4, 2015, regular meeting
- March 11, 2015, special meeting

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**A.12 Resolution for “Day of the Teacher 2015” (Dr. Morales)**

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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



**Section A**  
**PRELIMINARY**  
(continued)

***A.13 Recognition of Ms. Anne Jenks, Principal at McKinna School (Dr. Morales)***

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The Board will recognize Ms. Anne Jenks, Principal at McKinna School for being selected as a recipient of the 2015 Site Leader of the Year Award from the Gold Coast CUE (Computer-Using Educators).

***A.14 Recognition of Driscoll's and Berry Pack Cash Donations on Behalf of the Migrant Program (Carroll/Arellano)***

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The Board will recognize members of Driscoll's Philanthropy Team for their donations to needy Migrant families in Oxnard School District.

**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)***

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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)***

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

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

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

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

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

**Section B**  
**HEARINGS/PUBLIC COMMENT**  
(Continued)

***B.2 Public Hearing – Adoption of Resolution #14-35 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance with Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)***

This being the date noticed, the Board of Trustees will hold a public hearing approving a school facilities needs analysis, adopting alternative school facilities fees in compliance with Government Code Section 65995.5, 65995.6 and 65995.7 and Section 17620 of the Education Code.

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve Resolution #14-35 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6 and 65995.7 and Section 17620 of the Education Code.

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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

## Section C CONSENT AGENDA

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

Notes:  
Moved:  
Seconded:

### ROLL CALL VOTE:

O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_

#### *C.1 Agreements*

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #14-206 with One World Rhythm, to provide two assemblies focused on music around the world to students at Thurgood Marshall School; amount not to exceed \$700.00, to be paid with Unrestricted General Fund;</li> </ul>	Carroll/ Breitenbach
<ul style="list-style-type: none"> <li>▪ #14-207 with Mad Science of Los Angeles, to provide two assemblies supporting the site focus strand of environmental science during World Oceans Day/Week to students at Ramona School; amount not to exceed \$800.00, to be paid with Unrestricted General Fund;</li> </ul>	Carroll/ Elisondo
<ul style="list-style-type: none"> <li>▪ #14-208 with Tom Thelen, to provide four student assemblies, one teacher presentation and one parent presentation on bullying prevention at Soria School; amount not to exceed \$5,970.00, \$1,990.00 to be paid with Unrestricted General Fund and \$3,980.00 to be paid with PTA Donation Fund;</li> </ul>	Carroll/ Fox
<ul style="list-style-type: none"> <li>▪ #14-209 with Art Trek, Inc., to provide afterschool art lessons for students attending Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools; amount not to exceed \$10,000.00, to be paid with Unrestricted General Fund;</li> </ul>	Carroll/ Thomas
<ul style="list-style-type: none"> <li>▪ #14-210 with Mad Science of Los Angeles, to provide enrichment activities for students at Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools; amount not to exceed \$10,000.00, to be paid with Unrestricted General Fund.</li> </ul>	Carroll/ Thomas

#### *C.2 Ratification of Agreements*

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ Amendment #3 to Agreement #14-48 with Assistance League, Non-Public School, NPS, to provide non-public school services for (4) four additional preschool students during the 2014-15 school year in the amount of \$15,435.00; original contract amount was \$61,740.00; amendment #1 was for \$8,820.00, amendment #2 was for \$11,760.00; total contract amount is \$97,755.00; to be paid with Special Education Funds;</li> </ul>	Carroll/ Phipps
<ul style="list-style-type: none"> <li>▪ Amendment #6 to Agreement #14-50 with Ventura County Office of Education, Paraeducator Services – SCP, for exceptional services to Special Education students due to annual IEP meetings held to review the current Paraeducator service agreements for (2) two students during the 2014-15 school year in the amount of \$55,986.77; original contract amount was \$380,894.23; amendment #1 was for \$12,255.99; amendment #2 was for \$6,142.50; amendment #3 was for \$32,960.95; amendment #4 was for \$18,780.28; amendment #5 was for \$39,394.39; total contract amount is \$508,854.55; to be paid with Special Education Funds.</li> </ul>	Carroll/ 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 Approval of the Quarterly Report on Williams Uniform Complaints***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the Quarterly Report on Uniform Complaints, as presented.	Dept/School Vaca
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***C.4 Rejection of Liability Claim***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06891A1.	Dept/School Vaca/ Magaña
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***C.5 Request For Approval For Out-of-State Conference Attendance – District Nurse***

It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees approve the request for Jennifer Lasley, School District Nurse, to attend the National Association of School Nursing Conference in Philadelphia, Pennsylvania from June 24-27, 2015; amount not to exceed a total of \$1,400.00 for the registration and lodging, to be paid from Special Education Funds.	Dept/School Carroll/ Phipps
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***C.6 Request For Approval of Overnight Field Trip to CSU Channel Islands***

It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Principal of Frank School that the Board of Trustees approve the request for approximately (34) thirty-four 8 <sup>th</sup> grade students from Frank Middle School's Oceanography class, to attend a (3) three day field trip to the CSU Channel Islands Santa Rosa Island Research Station April 22-24, 2015; at no fiscal impact to the district.	Dept/School Carroll/ Joyce
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***C.7 Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association's (OSSA) and the Oxnard School District's (District) Initial Proposals for 2015-16 Negotiations, Pursuant to Government Code Section 3547***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees set the date of May 6, 2015 for the Public Hearing for OSSA's and the District's proposals.	Dept/School Vaca
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***C.8 Setting of Date for Public Hearing – Waiver of Election from the State Board of Education for the Change to By-Trustee Area Elections***

It is the recommendation of the Superintendent that the Board of Trustees set the date of May 6, 2015 for a Public Hearing relative to a Waiver of Election from the State Board of Education for the change to by-Trustee Area Elections.	Dept/School Morales
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***C.9 Approval of New Job Description: Director, Special Education***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the new job description for Director, Special Education, as described.	Dept/School Vaca
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***C.10 Approval of New Job Description: Director, Pupil Services***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the new job description for Director, Pupil Services, as described.	Dept/School Vaca
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**Section C**  
**CONSENT AGENDA**  
(continued)

***C.11 Personnel Actions***

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

It is the recommendation of the District Superintendent that the Board of Trustees discuss and consider the conceptual trustee area maps that have been prepared and presented for public consideration.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

***D.2 Approve Selection of Mathematics Curriculum (Carroll/Curtis)***

It is the recommendation of the Interim Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction and Accountability that the Board of Trustees consider and approve the selection and direct administration to purchase the Mathematics Materials for: TK-5<sup>th</sup> Grades – McGraw-Hill, My Math; and 6<sup>th</sup>-8<sup>th</sup> Grades – Pearson Connected Math 3; amount not to exceed \$2,147,992.05, to be paid with Unrestricted General Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

***D.3 Consideration and Approval of Resolution #14-36 To Support the Right of Gerawan  
Farm Workers To Be Represented By The United Farm Workers and Calling Upon  
Gerawan Farming To Cease Violating State and Federal Laws (Dr. Morales)***

It is recommended that the Board of Trustees discuss and consider Resolution #14-36 Supporting the Right of Gerawan Farm Workers to be represented by the United Farm Workers and calling upon Gerawan Farming to cease violating State and Federal Laws.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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



**Section D  
ACTION ITEMS**

(continued)

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

- D.4** *Consideration and Approval of Resolution #14-32 Oxnard School District Acknowledging the Submission Of a Use Of Grants Application to The Office Of Public School Construction for Project No. 3: Lemonwood School Reconstruction and Acknowledging That Said Submission Will Request the Diversion of Eligible Pupil Grants From Other Projects to the Project No. 3 Lemonwood School Reconstruction by the Board of Trustees of the Oxnard School District. (Morales/Cline/CFW, Inc.)*

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

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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

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

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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

**Section D  
ACTION ITEMS**

(continued)

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

**D.6 Consideration and Approval of Resolution #14-34 of the Board of Trustees of the Oxnard School District Making Certain Environmental Findings Of Fact And Determinations in Connection With the reconstruction of The Elm Elementary School Campus Located At 450 East Elm Street, Oxnard, CA 93033 (Morales/Cline/CFW, Inc.)**

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

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.7 Award of Field Contract #FC-P15-03470 – Chain Link Fence Project – Marshall School (Cline/Cross)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director of Facilities, that the Board of Trustees award Field Contract #FC-P15-03470, Chain Link Fence Project – Marshall School, to Fence Factory; amount not to exceed \$9,650.00, to be paid with Williams Reimbursement Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.8 Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. – Financial Consulting and Advisory Services (Morales/CFW, Inc.)**

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

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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

**Section D**  
**ACTION ITEMS**

(continued)

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

***D.9 Consideration of Approval of Employment Agreement Amendments for Compensation for Contracted Administrators (Morales/Vaca)***

It is recommended that the Board of Trustees consider and approve the Employment Agreement Amendments for Compensation for Contracted Administrators as presented.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

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

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

***E.1 Budget Update (Cline)***

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

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

**Section F**  
**BOARD POLICIES**

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

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

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

**Section G  
CONCLUSION**

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

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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)***

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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***

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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: Dr. Morales

Date of Meeting: 04-15-15

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

**Study Session – Middle School Capacity Improvements (Dr. Morales/CFW)**

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The Board will receive a presentation on the Facilities Implementation Program and preliminary options to address middle school capacity in the future.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Information Only

**ADDITIONAL MATERIAL(S):**

None



Regular Board Meeting  
March 4, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, March 4, 2015, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Lauren Alana Willeford 5<sup>th</sup> grader in Mrs. Wendi Bowles’ class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Luzemely Yepez, 5<sup>th</sup> grader in Mrs. Sandra Garcia’s class, read the District’s Vision and Mission Statements in English and Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Mrs. Bertha Anguiano, Principal of Ritchen School stated that because our district has open enrollment she had received several requests from parents to visit Ritchen School and what better way to show them than through the eyes of children. She presented an iMovie created by students Ricardo Gonzalez Nuñez, Jatziry Adamaris Ahuatzí and Luzemely Yepez. The Board thanked the students for a job well done and encouraged them to continue on their excellence.

RITCHEN SCHOOL

A.5 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

Mr. Ernesto Flores, President of CFW, Inc. and Jeremy Cogan, Assistant Vice President of CFW, Inc. provided an overview of plans for permanent preschool facility improvements at Harrington School once the new school was completed. The plans included the adopted specifications required by Title 22 of the California Code of Regulations, program requirements, the existing conditions of the school site, proposed reconfiguration of the school site including the preschool facilities and play area and the adopted budget.

STUDY SESSION UPDATE ON HARRINGTON PRE-SCHOOL FACILITY

Following discussion, Mr. Flores went over the next steps which included bringing back the proposed conceptual design for reconfiguration, as well as recommendation for the assignment of design team members. He also informed the Board that they were in the process of building the timeline and would be bringing that forward to the Board for discussion, direction and approval.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 4, 2015:

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

- Rachel Valdivia-Ornales, retired Teacher, distributed a letter addressed to the Board on behalf of Cynthia Garcia-Doane, AMAE President. PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION – two cases
- EXISTING LITIGATION

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

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

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

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

Trustees convened to closed session at 6:00 p.m. until approximately 7:00 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Robles-Solis reported there were no reportable items to report out of closed session. REPORT ON CLOSED SESSION

A.11 On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the Board of Trustees approved the following minutes: APPROVAL OF MINUTES (Motion #14-112)

- February 4, 2015, regular meeting
- March 19, 2014, regular meeting

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

The following individuals address the Board of Trustees: PUBLIC COMMENT

- Scott Grolock, 7<sup>th</sup> Grade Teacher at Soria, concerns with teacher contract and benefits;
- Francisco Barba, spoke on behalf of Ms. Claudia Mercado and submitted a Uniform Complaint for Discrimination and Disrespect to Parents of this School District;
- Charles Manley, Teacher at Frank School, regarding health care benefits for OEA teachers;
- Karen Sher, Teacher at Frank School, regarding teacher salaries;
- Suzanne Dempsey, Teacher at Haydock, regarding lack of salary and paid benefits;
- Robin Lefkovits, Teacher and OEA President, reconsider salary and benefits to district teachers;
- Amanda Wilson, Teacher and Representative on JPA, raise the cap of medical contributions for teachers;

- Diane Duarte, Teacher at McAuliffe, regarding increase hourly rate, fully pay medical insurance and provide decent raises;
- Andrea Pulido, Teacher, regarding teacher salary and benefits;
- Tom Somers, Teacher, regarding class size reduction;
- Jim Hendrickson, Teacher, regarding salary negotiations;
- Anne Romero, Teacher, regarding teacher's pay rate;
- Dave Crowell, Fremont Teacher, regarding class size reduction, materials , and teacher pay and benefits;
- Jasmin Rincon, Student, regarding class size reduction, trouble with promethean boards, new schools and security of iPads.

The following items on the consent agenda were approved on motion by Trustee Morrison, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA  
(Motion #14-113)

C.1 Approved the following agreements:

(Approved Agreements)

- #14-189 with Boys & Girls Clubs of Greater Oxnard and Port Hueneme, to present and share information about their services at school sites to educate parents; March 5, 2015 through March 4, 2016; at no charge to the district;
- #14-194 with Parent Institute for Quality Education (PIQE), to provide parent training course in Spanish for parents of children enrolled at Haydock Middle School, April 2015 through June 2015; amount not to exceed \$5,000.00, to be paid with Title III Funds;
- #14-196 with Collaboration for Success, to provide training to Special Day Class Mild to Moderate teachers on Common Core and the Special Education Student, March 23, 2015; amount not to exceed \$600.00, to be paid with Special Education Funds;
- #14-197 with R.M. Pyles Boys Camp, to provide a youth leadership & character development program for selected economically disadvantaged boys 12-14 years of age in the district; at no cost to the district;
- #14-198 with Parent Institute for Quality Education (PIQE), to provide a parent training course for the parents of children enrolled at Haydock Middle School on the importance of helping their children build a strong foundation in math and science; amount not to exceed \$3,000.00, to be paid 62% with Title I and 38% with Title III Funds.

C.2 Ratified Amendment #4 to Agreement #14-50 with Ventura County Office of Education, to decrease the amount of (-\$18,780.28) for a total agreement amount of \$413,473.39. The decrease is due to yearly IEP meetings held to review three students with current support from Special Circumstances Paraeducator Services (SCP's) for 2014-2015.

(Ratification of  
Amendment #4 to  
Agreement #14-50  
VCOE, Paraeducator  
Services – SCP)

C.3 Approved request for participation of 95 fifth grade students from Thurgood Marshall School in an instructional program of Outdoor Science & Conservative Education, May 5-8, 2015, at the Outdoor School located in Santa Barbara. Cost will be \$268.00 per student, \$134.00 per chaperone, and not to exceed \$1,000.00 for round-trip school bus transportation, to be paid from Donation – Science Camp Fund.

(Approval of Overnight  
Field Trip and Agreement  
#14-195 – The Outdoor  
School at Rancho Alegre  
– Marshall School)

C.4 Approved request for Dawud Davis and Ricardo Leon, Technology Services Technicians, to attend the Lightspeed Connect 2015 Conference in Cincinnati, Ohio, from June 22-24, 2015; amount not to exceed a total of \$4,500.00 for the registration, travel and lodging plus expenses, to be paid from the Information Technology Services Budget in General Fund. (Request for Approval for Out-of-State Conference Attendance – Lightspeed Systems Connect Conference)

C.5 Approved request for Tom Kranzler, Network System Analyst and Danita Spence, Technology Services Technician, to attend the Q Users Experience Conference in Detroit, Michigan, from April 28-30, 2015; amount not to exceed a total of \$4,500.00 for the registration, travel and lodging plus expenses, to be paid from the Information Technology Services Budget in General Fund. (Request for Approval For Out-of-State Conference Attendance – Q Users Experience Conference)

C.6 Approved the waiver of fees for the Association of Mexican American Educators Inc. (Request to Waive Fees for Use of Facilities Permit – A.M.A.E.)

C.7 Declared the February 4, 2015 surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546. (Disposal of Surplus Personal Property)

C.8 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Abolished:

- An eight hour, 246 day Migrant Education Recruiter, position number 2653, to be abolished in the department of English Learner Services. This position will be abolished due to the lack of work.
- A three hour, 183 day Preschool Assistant, position 2668, to be abolished in the department of Assessment Accountability & Special Programs. This position will be abolished due to the lack of work.
- A three hour, 183 day Preschool Assistant, position 2662, to be abolished in the department of Assessment Accountability & Special Programs. This position will be abolished due to the lack of work.
- A three hour, 183 day Preschool Assistant, position 2667, to be abolished in the department of Assessment Accountability & Special Programs. This position will be abolished due to the lack of work.

Increased:

- A five and a half hour, 183 day Paraeducator II, position number 2953, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

FISCAL IMPACT:

Savings for Migrant Ed. Recruiter - \$70,868 General Fund

Savings for Preschool Assistant - \$29,259 Preschool

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

C.9 Personnel Action: (Personnel Actions)

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

New Hires

Natalie Aguirre	Kindergarten SEI/ELM, Sierra Linda	February 17, 2015
Kristina Amstutz	Substitute Teacher	2014/2015 School Year
Jonathan Chang	Substitute Teacher	2014/2015 School Year
Matthew Collins	Substitute Teacher	2014/2015 School Year
Veronica Manzo	Substitute Teacher	2014/2015 School Year

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

Yolanda Hopkins	Lemonwood	February 23, 2015
Michelle Quagliata	English Learner Services	February 23, 2015
Breana Varela	Driffill	February 17, 2015

Interim Assignment

Wayne Saddler	Coordinator, Pupil Services	February 18, 2015
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

(CLASSIFIED)

Name	Position	Effective Date
<u>New Hire</u>		
Najera, Sandra	Preschool Assistant (B), Position #945 Rose Ave. 3.0 hrs./183 days	03/02/2015
<u>Limited Term</u>		
Gonzalez, Juan Carlos	Custodian	02/11/2015
Magana, Victor	Custodian	02/11/2015
Vargas, Bertha	Custodian	02/11/2015
<u>Exempt</u>		
Ayala, Yesenia	Campus Assistant	01/29/2015
Cadang, Annabelle	AVID	01/27/2015
Chavez, Hector	Campus Assistant	01/12/2015
Cortez, Cynthia	Campus Assistant	01/20/2015
Davis, James	Campus Assistant	01/12/2015
Menchaca, Anthony	Campus Assistant	01/29/2015
Rivera, Elise	Campus Assistant	02/19/2015
Rocha, Sabrina	AVID	01/12/2015
Sabiaga, Charles	Campus Assistant	01/28/2015
Sandoval, Maria	AVID	01/15/2015
Tellez, David	Campus Assistant	01/15/2015
Whitlow, Barbara	Campus Assistant	01/20/2015

Zaragoza, Annette	Campus Assistant	01/20/2015
<u>Transfer</u>		
Morales, Alfred	Custodian, Position #869 Elm 8.0 hrs./246 days Custodian, Position #2544 Soria 8.0 hrs./246 days	02/23/2015
Ramirez, Maria Elena	Paraeducator II, Position #6782 Pupil Services 5.75 hrs./183 days Instructional Assistant RSP, Position #2205 Kamala 5.0 hrs./183 days	02/09/2015

The Board took a recess from 8:00 p.m. until 8:05 p.m. Recess

D.1 Dr. Nancy Carroll, Interim Assistant Superintendent, Educational Services presented the Single Plan for Student Achievement (SPSA) for all 20 elementary and middle schools as required by State Law for programs funded through the Consolidated Application. The content of the school plan included school goals, activities, and expenditures for improving the academic performance of students to the proficient level and above. The plan delineates the actions that are required for program implementation and serves as the school’s guide in evaluating progress toward meeting the goals. Dr. Carroll thanked the principals and all staff for the support in assisting with the process. APPROVAL OF SINGLE PLANS FOR STUDENT ACHIEVEMENT: 20 SCHOOL SITES

Following the presentation the Board of Trustees and administration discussed the process, requirements, time and work put into developing the plans. They discussed the options of streamlining the process and bringing the plans earlier in the year for approval to align with the required of the programs and goals. The method the information was being provided to the different committees so that they could understand the process.

Mr. Francisco Barba, expressed concerns with the process the information was being provided to the parent committees and requested consistence in developing and meeting the goals of the students. Public Comment

On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved the Single Plans for Student Achievement for 20 elementary and middle schools. (Motion #14-114)

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Frank Barba, 2014 Measure M6 Bond Oversight Committee Chair. Mr. Barba thanked the committee members: Edward Castillo, David Cates, Gerardo Gonzalez, Nancy Lindholm, Charles McLaughlin, Steven Rodarte, and Crittenden Ward and stated it was a pleasure working with these individuals who did due diligence with the bond budget. He presented the 8<sup>th</sup> and final report for the Measure M6 Bond, per Proposition 39 requirements. MEASURE M6 BOND OVERSIGHT COMMITTEE ANNUAL REPORT

E.2 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services reported there were two items going on in the state this week: 1) some bills had been introduced to the legislature regarding the amount of reserves per district; and 2) the State is looking forward several years, they are projecting into 2018-2019 that funding for the LCFF will not even cover COLA cost in our state. She will provide information as it becomes available.

BUDGET UPDATE

Dr. Cesar Morales:

- Announced he was a proud new daddy to a baby girl named Valentina and reported he would be out for two weeks to spend time with the family.
- He thanked the School Site Councils, parents and staff at school sites in developing the SPSA plans and getting them approved, he indicated they hoped to streamline the process in the future.
- Announced he would be attending the City of Oxnard Forum at the Performing Arts Civic Center tomorrow night and hoped that others would also attend.

SUPERINTENDENT  
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Congratulated to Valentina, Sol and Dr. Morales on the new addition to his family and wished them love peace and health.
- Stated he hoped to see the following on the agenda in the near future for public discussion and presentation: class size reduction possibility, Public Labor Agreement for future projects, Plazas Comunitarias project that may help the community. An update on the formation of an anti-bullying committee regarding the Resolution for Respect of Indigenous People “No Me Llames Oxaquita”, and report on district elections for Trustees.

TRUSTEES  
ANNOUNCEMENTS

Mr. Ernie Mo Morrison:

- Reported he had visited many schools reading to the students in honor of Dr. Seuss week and was amazed at all of the community volunteers like the Oxnard Police Department, Fire Department, Real Estate the number of people that were at the schools was unbelievable. He hoped that the students would always appreciate books and visit the library.
- Thanked President Robles-Solis for the translation devices for the English speaking members at the table, so now the speakers can speak at the podium without a translator.

Mrs. Debra M. Cordes:

- Stated she enjoyed reading to students at Ritchen, Brekke, Kamala, Sierra Linda, Soria and Rose Avenue and appreciated that they were celebrating the whole week and not just March 2<sup>nd</sup> which allowed her visit more classrooms.
- Reported she would be attending the CAFE Conference on Friday so would not be available to read that day but would like to visit other schools during the month.
- Reported she attended the African America Speech Expo on Saturday which was a wonderful showing, the students did an excellent job a lot of hard work and thanked the teachers for encouraging the students to participate.
- Reminder that the AMAE Cesar Chavez Speech Contest was coming up shortly, it does not have to be on Cesar Chavez but somehow connected to please encourage the teachers and students to participate.



- Formally apologized to Mrs. Mercado for what happen on February 18, 2015, during public comment and wanted to encourage parents to speak to the Board. She requested the policy of addressing the Board be looked at and revised if necessary.

Mr. Albert “Al” Duff Sr.:

- Reported he visited Sierra Linda School, Principal Wennes provided a guided tour and during that visit they came across a tree that was planned in 1994 in memory of his son that was killed in an auto accident, the tree is 20 feet high and there is a memorial plaque next to the tree, he had forgotten about the tree. He also mentioned that his wife was the Principal at that school.
- Stated he also attended the African American Speech Contest where 18 students gave their speeches which were all very enjoyable, he thanked the parents and teachers for encouraging the students to participate, everyone did a great job.

Mrs. Veronica Robles-Solis:

- Reported she also visited schools and read to students at Soria and Rose Avenue Schools which was very joyful. She will be visiting Lemonwood and Marshall on Friday to read to in more classrooms.
- Questioned if there had been further discussion with the City of Oxnard regarding city wide Wi-Fi because during the weekend you can see students by the schools using their iPads. She would like that discussion to continue because city Wi-Fi would benefit the entire community.

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 8:45 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of March 4, 2015; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

Special Board Meeting  
March 11, 2015

The meeting was called to order at 5:03 p.m. by President Veronica Robles-Solis. CALL TO ORDER

Ms. Lisa Cline led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Albert Duff Sr., Debra M. Cordes, Ernest Morrison and President Veronica Robles-Solis. Trustee Denis O'Leary was absent. Also present was Dr. Morales, Superintendent and Assistant Superintendents Lisa Cline and Dr. Jesus Vaca. Also in attendance were representatives from CFW, Inc. ROLL CALL

On motion of Trustee Cordes, seconded by Trustee Duff and carried on a 4-0 vote; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

The Board, Administration and representatives of Caldwell Flores Winters, Inc. participated in a workshop designed to evaluate the Facilities Implementation Program which included review of facility needs, priorities and overall objectives for the Board of Trustees and Administration. BOARD GOVERNANCE FACILITIES PLANNING SESSION

There being no further business, on motion by Trustee Morrison seconded by Trustee Cordes and carried on a roll call vote of 4-0, President Robles-Solis adjourned the meeting at 8:12 p.m. ADJOURNMENT

Respectfully submitted,

Dr. Cesar Morales  
District Superintendent and  
Secretary to the Board of Trustees

By our signatures below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of March 11, 2015; on motion of Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees



# OXNARD SCHOOL DISTRICT

## Resolution #14-37

### Day of the Teacher 2015

May 5, 2015

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

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

**WHEREAS**, teachers encounter students of widely differing backgrounds; and

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

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

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

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

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

Adopted this 15th day of April, 2015.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

BOARD AGENDA ITEM

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

**Date of Meeting:** 4/15/15

Closed Session: \_\_\_\_\_

- A. Preliminary:              X
- B. Hearing:                \_\_\_\_\_
- C. Consent Item         \_\_\_\_\_
- D. Action Items           \_\_\_\_\_
- E. Reports/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies        1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition of Driscoll's and Berry Pack Cash donations on behalf of the Migrant Program (Carroll/Arellano)**

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Volunteers from Driscoll's Philanthropy Team spearheaded an amazing project benefitting our Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were then distributed to families in need. Teams worked together from the following companies to make this possible: Driscoll's, Berry Pack and Vallarta Supermarket. We would like to acknowledge the hard work of Moises Hurtado and Josefa Lagunas from Driscoll's, Berry Pack and Jose Romero from J & E. They worked closely with the Migrant Ed Department and without their perseverance and hard work this would not have been possible.

In addition, Celia Gonzales and Clara Ramos spent innumerable volunteer hours assisting with the project. Rosaelia Ambriz from Ed Services also donated her time to assist parents on the evening baskets were distributed.

Without the help and generous support of Driscoll's and Berry Pack this wonderful project would not have been possible.

**RATIONALE:**

That recognition is given to recipients for their perseverance and hard work.

**FISCAL IMPACT:**

- \$10,000.00 were donated by Driscoll's and
- \$5,000.00 were donated by Berry Pack for 185 food baskets and 370 blankets.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Executive Director of the English Learner Services that the Board of Trustees recognize the donations as outlined above.

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 4/15/15

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

### **Adoption of Resolution #14-35 Approving a School Facilities Needs Analysis, Adopting Alternative School Facilities Fees in Compliance With Government Code Sections 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code and Making Related Findings and Determinations (Cline)**

Current statute authorizes three levels of fees against residential development. The first is the statutory or Level 1 Fee, which cannot currently exceed \$3.20 per square foot of new residential development for a unified school district. The second is the alternative developer fee commonly referred to as the Level II fee, which is the amount of the local share of a new construction or reconstruction project. The Level III fee is the Level II fee plus the other half that would be contributed from state bond monies. Level III can only be assessed if the State is deemed to be out of funds. The provisions for enacting a Level III residential fee have been suspended pursuant to Senate Bill 1016 of 2012. The Level II fee may be assessed if the District complies with at least two of the following minimum requirements outlined in Government Code Section 65995.5 and adopts a School Facilities Needs Analysis per the same code section.

The Oxnard School District has met these requirements as follows:

1. The District retains eligibility for new construction with the State Allocation Board for the School Facilities Program.
2. The portion of the District's teaching stations that are portable classrooms exceeds the required 20% threshold.
3. The District has an indebtedness level in excess of the 15% requirement.
4. Resolution #14-35 adopting alternative developer fees (Level II) on new residential construction is based on the latest School Facilities Needs Analysis that has been developed pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

### **FISCAL IMPACT**

New residential development projects will be assessed a fee of \$3.06 per square foot of

assessable space for new residential construction. For the period of one year after the adoption of this Resolution, the Level II fee will supersede any Level I residential developer fees that may have been adopted. This Resolution does not affect the Level I commercial fees.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees Approve Resolution #14-35 adopting alternative developer fees levied on residential development projects pursuant to Government Code Section 65995.5, 65995.6, & 65995.7 and Section 17620 of the Education Code.

### **ADDITIONAL MATERIAL**

Attached:     Resolution #14-35 (10 pages)  
                  Oxnard School District 2015 School Facilities Needs Analysis (62 pages)



## RESOLUTION NO. 14-35

### **RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITIES FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 65995.5, 65995.6 AND 65995.7 AND SECTION 17620 OF THE EDUCATION CODE AND MAKING RELATED FINDINGS AND DETERMINATIONS.**

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("District") provides for the educational needs for Grade K-8 students within the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities"), and portions of unincorporated areas of the County of Ventura ("County"); and

WHEREAS, the Board of the District has previously adopted and the District has imposed statutory school facility fees ("Statutory School Facility Fees" or "Level 1 Fees") pursuant to Education Code Section 17620 and Government Code Section 65995(b)(1) and (b)(2), and alternative school fee amounts pursuant to Government Code Sections 65995.5 ("Level 2 Fees") and 65995.7 ("Level 3 Fees") or (collectively, "Alternative School Facilities Fees" or "ASFF"), but desires to update its ASFF based on a current School Facilities Needs Analysis ("2015 SFNA") prepared by Dolinka Group, LLC in accordance with applicable law; and

WHEREAS, the Board of the District has previously by Resolution elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects, and appointed a representative ("District Representative") for the purpose of requesting an Eligibility Determination ("ED") for funding under the SFP; and

WHEREAS, the District Representative has caused the completion and certification of original and updated Enrollment Certification/Projection ("ECP") by submission of Form SAB 50-01, the Existing School Building Capacity ("ESBC") by submission of Form SAB 50-02, and the ED by submission of Form SAB 50-03 to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP; and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-04, the Application for Funding ("AFF"), and prior to the adoption of this Resolution submitted the AFF to the SAB for approval pursuant to the SFP; and

WHEREAS, Level 2 Fees and Level 3 Fees, upon adoption of the ASFF and during the effective period thereof, are applicable to new residential construction in accordance with applicable law, subject to the suspension of Level 3 Fees pursuant to Government Code Section 65995.7(a)(2); and

WHEREAS, pursuant to Government Code Section 65995.6(f), ASFF adopted by the Board are effective for a maximum on one (1) year; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5(b)(3) in that (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity, (ii) the District placed a general obligation bond before the voters on November 6, 2012, and it received more than 50 percent plus one (1) of the votes cast, and (iii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide grades K-8 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board has caused to be prepared the 2015 SFNA dated March 12, 2015 pursuant to applicable law, including, but not by way of limitation, Government Code Section 65996.6, prior to the adoption of ASFF; and

WHEREAS, the Board has received and considered the 2015 SFNA which includes all matters required by applicable law, including an analysis of: (a) the purpose of the ASFF; (b) the use to which the ASFF are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the ASFF are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of ASFF from new residential construction; (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6; (e) a description of the new School Facilities that will be required to service such students; and (f) the present estimated cost of such School Facilities; and

WHEREAS, the 2015 SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the ASFF, including a response by the Board to written and oral comments, if any, received by the District; and

WHEREAS, all notices of the 2015 SFNA and adoption of ASFF, including notice of the preparation of the 2015 SFNA with the offer to meet with any affected local planning agency relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, have been given in accordance with applicable law; and

WHEREAS, copies of the 2015 SFNA have been provided thirty (30) days prior to the public hearing if such written request(s) for copies were filed with the District forty-five (45) days prior to a public hearing, which was held in a manner required by applicable law at a meeting of the Board of the District relating to the proposed adoption of the 2015 SFNA and ASFF; and

WHEREAS, the 2015 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, the District has received, considered and discussed any written and/or oral comments received by the District, and has responded to all comments, which the Board desires to adopt all such written and oral responses as the Board's response(s), if any; and

WHEREAS, as to the approval of the 2015 SFNA and ASFF, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the preparation, adoption, or update of the 2015 SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the 2015 SFNA and adopt ASFF pursuant to Government Code Sections 65995.5, 65995.6, and 65995.7 for the purpose of establishing ASFF that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b), subject to the suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

**Section 1.** That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the 2015 SFNA meets all applicable legal requirements.

**Section 2.** That the Board does hereby find and determine that the 2015 SFNA meets all applicable legal requirements, and it hereby adopts each of the findings set forth in the 2015 SFNA.

**Section 3.** That a District Representative made a timely application to the SAB for new construction funding for which it is eligible.

**Section 4.** That the District received notification from the SAB that the District meets the eligibility requirements for new construction funding pursuant to the provisions of the SFP.

**Section 5:** That for purposes of Government Code Section 65995.5(b)(3): (i) the District has issued debt or incurred obligations for capital outlay in an amount equivalent to specified threshold percentage of its local bonding capacity and (ii) at least 20 percent (20%) of the teaching stations within the District are relocatable classrooms.

**Section 6.** That the District has cause to prepare the 2015 SFNA, which is on file at the District office address and incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

**Section 7.** That the Board hereby approves and adopts the 2015 SFNA for the purpose of establishing ASFF as to future residential construction within the District, subject to the temporary suspension of Level 3 Fees as set forth in Government Code Section 65995.7(a)(2).

**Section 8.** That the Board finds that the purpose of the ASFF imposed upon residential construction is to fund the additional School Facilities to serve the students

generated by the residential construction upon which the ASFF are imposed as provided in the 2015 SFNA and applicable law.

**Section 9.** That the Board finds that the ASFF are hereby established as applicable to the extent set forth herein, and will be used to fund those School Facilities described in the 2015 SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the 2015 SFNA.

**Section 10.** That the Board finds that there is roughly proportional, reasonable relationship between the use of the ASFF and the new residential construction within the District because the ASFF imposed on new residential construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law as set forth in the 2015 SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the 2015 SFNA.

**Section 11.** That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the ASFF are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District, and the District does not have sufficient capacity in the existing School Facilities to accommodate these students.

**Section 12.** That the Board finds that the amount of the ASFF imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of providing the School Facilities required to serve the students generated by such new residential construction within the District.

**Section 13.** That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable) imposed on residential construction within the District, as well as Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") collected by the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by applicable law.

**Section 14.** That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 13, consisting of the proceeds of Level 1 Fees, ASFF/Level 2 Fees and ASFF/Level 3 Fees (if applicable), Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the 2015 SFNA, and thus, these monies may be expended for all those purposes permitted by applicable law.

**Section 15.** That the 2015 SFNA determines the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five (5) years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five (5) years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, and/or the County.

**Section 16.** That the Board has identified and considered, and/or subtracted, as set forth in the 2015 SFNA, the following information in determining amounts of the ASFF/Level 2 Fees and ASFF/Level 3 Fees:

- A. any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);
- B. the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code section 65995.6(b)(2);
- C. local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3); and
- D. the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5.(c)(2).

**Section 17.** That the Board has calculated, as set forth in the 20145SFNA, the maximum square footage fees, charges, or dedications to be established as ASFF that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

**Section 18.** That notice and relevant and available information relating to the potential expansion of existing school sites or the necessity to acquire additional school sites, including notice of a proposed meeting regarding such information was provided to Cities and the County planning commissions or agencies with land use jurisdiction within the District prior to the completion of the 2015 SFNA.

**Section 19.** That the 2015 SFNA in its final form has been made available to the public for a period of not less than thirty (30) days, and that the District has made itself available to the public to meet with any affected city or county to discuss the preparation of the 2015 SFNA, pursuant to the requirements of Government Code Section 65352.2.

**Section 20.** That the public has had the opportunity to review and comment on the 2015 SFNA, and the Board has responded to written comments it has received, if any, regarding the 2015 SFNA.

**Section 21.** That in responding to written comments pursuant to Government Code Section 65995.6(c), if any, the Board may adopt any and/or all such responses made by District staff and/or consultants, and does hereby adopt all responses, if any, as responses of the Board thereto.

**Section 22.** That notice of the time and place of the public hearing ("Hearing") to adopt the 2015 SFNA, including the location and procedure for viewing or requesting a copy of the proposed 2015 SFNA, and any proposed revision thereof, has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.

**Section 23.** That the District has caused to be mailed a copy of the 2015 SFNA not less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

**Section 24.** That the 2015 SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

**Section 25.** That the Board conducted the required Public Hearing on April 15, 2015, prior to adoption of the 2015 SFNA and the ASFF, at which time all persons desiring to be heard on all matters pertaining to the 2015 SFNA were heard and all information presented was duly considered.

**Section 26.** That the Board hereby adopts ASFF and establishes the ASFF on new residential construction projects within the District in the following amounts:

- A. Pursuant to Government Code Section 65995.6, ASFF/Level 2 Fees within the Oxnard School District boundaries are \$3.06 per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. Pursuant to Government Code Section 65995.7, ASFF/Level 3 Fees within the Oxnard School District boundaries are \$6.13 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988. Additionally, Level 3 Fees shall not be levied by the District until authorized by Government Code Section 65995.7(a)(2).

**Section 27.** That ASFF, upon adoption and during the effective period thereof, are applicable to residential construction in the alternative to Level 1 Fees in accordance with applicable law, except that Level 3 Fees are suspended temporarily as set forth in Government Code Section 65995.7(a)(2).

**Section 28.** That the proceeds of the ASFF increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 13 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the ASFF are to be collected.

**Section 29.** That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the affected Cities and the County within the District's boundaries, along with a copy of all the supporting documentation referenced herein, and a map of the District clearly indicating the boundaries thereof, advising such entities that new residential construction is subject to the ASFF increased pursuant to this Resolution, and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the ASFF absent a certificate of compliance ("Certificate of Compliance") from this District demonstrating compliance of such project with the requirements of the ASFF, nor that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable ASFF.

**Section 30.** That the Superintendent, or his/her designee, is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the ASFF in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of ASFF for a construction project, mobile home or manufactured home, and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate Cities or the County shall be so notified.

**Section 31.** That regarding the timely provision of a Certificate of Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the 2015 SFNA is a proposed construction plan for purposes of requiring payment of ASFF prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007, and that all ASFF are appropriated for the purpose of accomplishing such construction plan.

**Section 32.** That no statement or provision set forth in this Resolution, or referred to therein shall be constructed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

**Section 33.** That if any portion set forth in this Resolution, is held to be invalid, the remaining provisions of this Resolution is intended to be and shall remain valid.

**Section 34.** That if the ASFF/Level 2 Fees and/or the ASFF/Level 3 Fees are held to be invalid (other than the suspension under Government Code Section 65995.7(a)(2)), Statutory School Facility Fees, in amounts determined by applicable law at such time, are intended to be, and shall remain, in full force and effect.

**Section 35.** That the ASFF adopted by this Resolution shall take effect immediately upon such adoption and shall be effective for a maximum of one year, subject to the temporary suspension of Level 3 Fees as set forth in Government code Section 65995.7(a)(2).

APPROVED, ADOPTED, AND SIGNED ON April 15, 2015.

BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT

By:

\_\_\_\_\_  
President of the Board of Trustees of the  
Oxnard School District

ATTEST:

By:

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District



STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA            )

I, Albert Duff, Sr., do hereby certify that the foregoing Resolution No. 14-35 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 15<sup>th</sup> day of April, 2015, and that it was so adopted by the following vote:

AYES:            \_\_\_  
NOES:            \_\_\_  
ABSTAIN:        \_\_\_  
ABSENT:         \_\_\_

---

Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I, Albert Duff, Sr., do hereby certify that the foregoing is a true and correct copy of Resolution No. 14-35 which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 15th day of April, 2015.

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Clerk of the Board of Trustees of the  
Oxnard School District

# **School Facilities Needs Analysis**

Oxnard School District

March 12, 2015

**Prepared For:**

Oxnard School District  
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### Exhibits

<b>Exhibit A:</b>	Current SAB Form 50-01
<b>Exhibit B:</b>	Current SAB Form 50-02
<b>Exhibit C:</b>	Current SAB Form 50-03
<b>Exhibit D:</b>	Eligibility Determination from the SAB
<b>Exhibit E:</b>	Summary of School Facility Planning Policies and Estimates of Actual School Facility Costs
<b>Exhibit F:</b>	Information on Measure R
<b>Exhibit G:</b>	Bonding Capacity Calculation
<b>Exhibit H:</b>	Correspondence with the Cities and County
<b>Exhibit I:</b>	Reconstruction
<b>Exhibit J:</b>	Updated School Facilities Capacity Calculation
<b>Exhibit K:</b>	Matriculation of Surplus Seats
<b>Exhibit L:</b>	Identification and Consideration of Local Funding Sources per Section 65995.5(c)(2) and Section 65995.6(b)(3)
<b>Exhibit M:</b>	Calculation of Additional Grants for General Site Development

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## Executive Summary

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This School Facilities Needs Analysis ("Analysis") has been prepared in accordance with applicable laws to provide the factual basis for the Oxnard School District ("School District") to consider and, if desired, adopt alternative school facility fees ("Alternative Fees") that may be collected from residential development in the School District consistent with Section 17620 of the Education Code and Sections 65995.5, 65995.6, and 65995.7 of the Government Code (future code section references are to the Government Code unless otherwise specified). The Analysis provides factual information as to the following three (3) elements:

- (i) Determination by the State Allocation Board ("SAB") of eligibility to receive funds from the State of California ("State") for new school facility construction;
- (ii) Designation by the School District of satisfying at least two (2) of the four (4) statutory school requirements ("Statutory Requirements") set forth in Section 65995.5(b)(3); and
- (iii) Calculation of the amount of the permissible Alternative Fees authorized by Section 65995.5 ("Alternative No. 2 Fee") and by Section 65995.7 ("Alternative No. 3 Fee").

### A. Eligibility for New Construction Funding from the State

The School District has taken action electing to participate in the School Facilities Program ("SFP") established by Section 17070.10 of the Education Code and authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an eligibility determination ("Eligibility Determination") for new construction funding as required by the SFP.

**As shown in Exhibits A, B, C, and D, the School District is eligible to receive new construction funding under the SFP.**

### B. Compliance with Statutory Requirements

A review of the records of the School District was accomplished to ascertain if the School District satisfies at least two (2) of the Statutory Requirements. Table ES-1 summarizes the Statutory Requirements and identifies those satisfied by the School District as of the date hereof.

**Table ES-1  
Summary of Statutory Requirements**

Statutory Requirements	Status
Substantial enrollment as defined in Section 65995.5(b)(3)(A) of its students on a multi-track year-round calendar	<b>Not Met</b>
Placed at least one (1) general obligation ("GO") bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast	<b>Met</b>
Issued debt or incurred obligations for capital outlay in an amount equivalent to the percentage of its bonding capacity specified in Section 65995.5(b)(3)(C)	<b>Met</b>
At least 20 percent of the teaching stations are relocatable classrooms	<b>Met</b>

**C. Calculation of Alternative No. 2 Fee and Alternative No. 3 Fee**

The facts set forth herein justify on a roughly proportional and a reasonably related basis that the following amounts meet the requirements of Sections 66000 *et seq.*, as well as other applicable legal requirements, including but not limited to Sections 65995.5, 65995.6 and 65995.7. The Alternative No. 2 Fee and Alternative No. 3 Fee for the School District are listed in Table ES-2.

**Table ES-2  
Alternative Fees (2015\$)**

<b>Fee</b>	<b>Amount per Square Foot</b>
Alternative No. 2 Fee	\$3.06
Alternative No. 3 Fee	\$6.13

Attached as Exhibit E is (i) a summary of the school facility planning policies of the School District and (ii) an estimate of the school facilities cost impacts per square foot of residential construction. As can be seen from comparing Exhibit E to the recommended Alternative No. 2 Fee and the Alternative No. 3 Fee in Table ES-2, the Alternative Fees are less than the comparable amounts set forth in Exhibit E and are not sufficient to cover all of the actual school facilities cost impacts caused by new residential development on the School District. Therefore, the Alternative No. 2 Fees and the Alternative No. 3 Fees are reasonably related and roughly proportional to the cost of school facilities for the future development identified in the Analysis in accordance with applicable laws.

**D. Imposition of Alternative No. 2 Fee and Alternative No. 3 Fee**

Prior to the adoption of the Analysis, the public is given a 30-day period to review and comment on the Analysis, and any written comments received by the Governing Board of the School District must be responded to. The Governing Board is also required to hold a public hearing prior to its consideration of the Analysis.

Should the Governing Board of the School District approve the resolution that adopts the Analysis and the accompanying Alternative No. 2 Fee and Alternative No. 3 Fee, those amounts would be effective immediately for a period not to exceed 12 months. By approving the Analysis and the accompanying Alternative Fees, the Governing Board is authorizing the imposition of the Alternative No. 2 Fee for those periods when the State has new construction bond funds available and the Alternative No. 3 Fee for those periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available and the conditions in Section 65995.7 have been met.

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## I. General

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Upon adoption of Alternative Fees by a school district, such Alternative Fees may be required in accordance with applicable law. It is anticipated that such adoption will specify that Alternative No. 2 Fees will be required as provided in Section 65995.5(a) if the SAB is approving apportionments for new construction funding, and Alternative No. 3 Fees will be required as provided in Section 65995.7(a), if the SAB is not approving apportionments for new construction funding, and subject to the suspension of Alternative No. 3 Fees as set forth in Section 65995.7(a)(3).

The Analysis is divided into seven (7) main sections.

- » Section I is the introductory section that generally describes the methodology used in preparing the Analysis.
- » Section II describes the Eligibility Determination that has been obtained from the SAB, as well as documents which of the four (4) Statutory Requirements the School District presently satisfies.
- » Section III projects the unhoused students to be generated by residential development anticipated to occur in the School District over the next five (5) years ("Future Units") in accordance with Section 65995.6(a).
- » Section IV identifies any surplus school sites or existing surplus local funds that the School District might elect in whole or part to use to reduce the impact of the Future Units on the School District.
- » Section V of the Analysis sets forth the recommended amount of the Alternative No. 2 Fee.
- » Section VI of the Analysis sets forth the recommended amount of the Alternative No. 3 Fee.
- » Finally, Section VII documents facts whereby the School District may make determinations regarding compliance of the Alternative Fees with Sections 66000 *et seq.*

### **Eligibility to Collect Alternative Fees**

#### Eligibility to Receive State Funds

A school district must have been determined by the SAB to be eligible for new construction funding under the SFP pursuant to Section 65995.5(b)(1).

#### Statutory Requirements

A school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to adopt and impose Alternative Fees. The Statutory Requirements are summarized as follows:

1. A school district has a substantial enrollment, as defined in Section 65995.5(b)(3)(A) ("Substantial Enrollment") of its students on a multi-track year-round calendar;
2. A school district has placed at least one (1) GO bond measure on the ballot in the last four (4) years, and the measure received at least 50 percent plus one (1) of the votes cast;

3. A school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a certain percentage of its bonding capacity; and/or
4. At least 20 percent of the teaching stations within a school district are relocatable classrooms.

## **Projected Unhoused Students from Future Residential Development**

### Total Projected Student Enrollment

In determining the amount of any proposed Alternative Fees, a school district must project in accordance with Section 65995.6 the total number of students to be generated by Future Units ("Projected Student Enrollment"). This projection is performed by applying the student generation rates for residential development over the previous five (5) years of a type similar to that of the Future Units either in the school district or in the city or the county in which the school district is located. The projection may be modified by relevant planning agency information.

### Excess Capacity

A school district must identify and consider the number of excess seats, if any, which are available at each school level (i.e., elementary school and intermediate school). If surplus seats exist at one (1) or more school levels, the school district must determine what portion of the excess seats, if any, should be made available to accommodate the Projected Student Enrollment. The determination may include such considerations as matriculation of existing students, advance funding from mitigated future residential units, long term needs of the school district, as well as other relevant factors. Excess seats shall be determined by comparing capacity as calculated pursuant to Section 17071.25 of the Education Code to student enrollment.

### Projected Unhoused Students

Lastly, a school district must reduce the Projected Student Enrollment by the excess capacity, if any, that is identified and allocated by the school district to the Future Units to calculate the number of projected unhoused students ("Projected Unhoused Students").

## **Surplus Property and Existing Surplus Local Funds**

### Surplus Property

A school district must identify and make a reasonable allocation of surplus property, if any, which could be (i) used as a school site and/or (ii) sold to finance additional school facilities needed to accommodate the Projected Unhoused Students.

### Existing Surplus Local Funds

A school district must identify and make a reasonable allocation of existing surplus local sources, including local funds, which includes commercial/industrial school fees ("Local Funds"), if any, that could be available to finance the construction of school facilities needed to accommodate the Projected Unhoused Students as referred to in Section 65995.5(c)(2) and 65995.6(b)(3).



## **Alternative No. 2 Fee**

### Student Capacity and Site Size of Future School Facilities

A school district must determine the appropriate number of students to be housed at each school level. Pursuant to Section 65995.5(h), after this determination has been made, the school district must calculate the appropriate site size for each school level based on the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998.

### Site Acquisition and Site Development Costs

A school district must establish a factual basis for the estimated cost of acquiring property(s) for a school site(s) or the appraised value of a proposed school site(s). Additionally, the school district must establish an estimate of the permissible cost of developing such site(s). The site development cost includes utilities, off-site, and service site development costs.

### Total School Facility Costs per Student and Total School Facility Costs

A school district must estimate the total school facility costs per student based on the site acquisition and the site development costs mentioned above, as well as the amounts specified in Section 65995.5, which may or may not be adequate to fund the necessary school facilities. Thereafter, the total school facility costs must be calculated. This calculation involves multiplying the number of Projected Unhoused Students by the school facility costs per student set forth in Section 65995.5 and subtracting any available local sources, including Local Funds, identified by the school district and dedicated to such portion of future development in the school district.

### Residential Square Footage to be Constructed during the Next Five (5) Years

Based on information from the county, the city(s) or one (1) or more independent third party market reports, a school district must estimate the total assessable square footage of the Future Units.

### Alternative No. 2 Fee

A school district must calculate the Alternative No. 2 Fee by dividing the total school facility costs by the total assessable square footage of the Future Units in accordance with Section 65995.5(c).

## **Alternative No. 3 Fee**

### Alternative No. 3 Fee

The Alternative No. 3 Fee is determined by increasing the Alternative No. 2 Fee by an amount that may not exceed the amount calculated pursuant to Section 65995.5(c), provided that the calculation of such amount excludes reductions for available local sources, including Local Funds, identified and dedicated in accordance with Section 65995.7(a).

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## **II. Eligibility to Collect Alternative Fees**

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Section 65995.5 requires that a school district (i) be eligible for new construction funding under the SFP and (ii) satisfy at least two (2) of the Statutory Requirements to be eligible to impose an Alternative No. 2 Fee or an Alternative No. 3 Fee. Section II.A provides an evaluation of the eligibility of the School District for new construction funding under the SFP and Section II.B documents the School District's satisfaction of at least two (2) Statutory Requirements.

### **A. Eligibility to Receive State Funds**

The School District has taken action electing to participate in the SFP established by Section 17070.10 of the Education Code. Additionally, the School District authorized a designated representative to (i) approve, certify, and submit the SAB Forms 50-01, 50-02, and 50-03 to the SAB and (ii) request an Eligibility Determination for new construction funding as required by the SFP. The School District filed SAB Forms 50-01, 50-02, and 50-03 and requested an Eligibility Determination for new construction funding as required by the SFP on August 23, 1999. On March 22, 2000, the Eligibility Determination of the School District was approved by the SAB. Subsequently, the School District submitted updated SAB Forms 50-01, 50-02, and 50-03 as part of its ongoing facilities planning and financing program. The most current SAB Forms 50-01, 50-02, and 50-03 are incorporated herein as Exhibits A, B, and C, respectively. As shown in the School District's most current Eligibility Determination from the SAB (attached and incorporated as Exhibit D), the School District is eligible for new construction funding under the SFP for 4,949 students in grades kindergarten through 6, 876 students in grades 7 and 8, 43 non-severe special day class students, and 111 severe special day class students.

### **B. Statutory Requirements**

As stated in Section I, a school district must satisfy at least two (2) of the four (4) Statutory Requirements in order to levy Alternative Fees. What follows are facts establishing that the School District satisfies at least two (2) of the Statutory Requirements.

#### **1. Substantial Enrollment on Multi-track Year-Round Schedule**

This Statutory Requirement is met if the school district has Substantial Enrollment on a multi-track year-round schedule. Substantial Enrollment is defined differently for different types of school districts, as follows:

- a. *Unified School Districts and Elementary School Districts.* At least 30 percent of the school district's students in grades kindergarten through 6 are on a multi-track year-round schedule in the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction.
- b. *High School Districts.* (i) At least 30 percent of the high school district's students are on a multi-track year-round schedule, or (ii) at least 40 percent of the students in grades kindergarten through 12 within the boundaries of the high school attendance area in which all or some of the new residential units identified in the Analysis are planned for construction are on a multi-track year-round schedule.

**The School District has determined that this Statutory Requirement has not been satisfied.**

**2. General Obligation Bond Measure**

This Statutory Requirement is met if the school district has placed a GO bond measure on the ballot in the last four (4) years and received at least 50 percent plus one (1) of the votes cast on one (1) such measure.

**The School District has determined that this Statutory Requirement has been satisfied. This determination is based on the fact that Measure R was placed before the voters of the School District on the November 6, 2012, ballot and the measure received an approval rate of 66.39 percent. Please see Exhibit F for more information on Measure R.**

**3. Debt or Obligations for Capital Outlay**

This Statutory Requirement is met if the school district has issued debt or incurred obligations for capital outlay in an amount equivalent to a specified percent of its local bonding capacity. If the debt does not include debt associated with a Mello-Roos Community Facilities District ("CFD") formed by a landowner election after November 4, 1998, the threshold is 15 percent. If the debt includes debt associated with a Mello-Roos CFD formed by a landowner election after November 4, 1998, the threshold is increased to 30 percent. All debt and obligations to be repaid from property taxes, parcel taxes, special taxes, and the school district's general fund may be included.

**The School District has determined that this Statutory Requirement has been satisfied. The School District currently has \$142,523,139 in outstanding GO Bonds issued by the School District. This debt represents 101.27 percent of the School District's bonding capacity (see Exhibit G for a calculation of the School District's bonding capacity). Please note the District applied for and was granted a waiver of this limit by the State Board of Education allowing the District to issue GO bonds in an amount not to exceed 1.50 percent of assessed value.**

**4. Relocatable Classrooms**

This Statutory Requirement is met if at least 20 percent of the school district's teaching stations are relocatable classrooms.

**The School District has determined that this Statutory Requirement has been satisfied. The School District currently has a total of 582 permanent classrooms and 155 relocatable classrooms. This equates to a 21.03 percent relocatable classroom utilization rate.**

**C. Eligibility to Collect Alternative Fees**

As determined above, the School District is eligible to receive new construction funding and currently satisfies at least two (2) of the four (4) Statutory Requirements. As a result, the School District is eligible to adopt and impose Alternative Fees as provided by applicable law.

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### **III. Projected Unhoused Students from Residential Development over the Next Five Years**

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Section 65995.6(a) requires that the School District determine the need for new school facilities for the Projected Unhoused Students. The calculation of the Projected Unhoused Students shall be based on historical student generation rates ("SGRs") of new residential units constructed during the previous five (5) years of a type similar to that of the Future Units. Section III.A calculates the Projected Student Enrollment. Section III.B sets forth the relevant facts as to the identification of any excess seats which might be considered by the School District as available at each school level to house the Projected Student Enrollment, as determined in Section III.A. Finally, Section III.C calculates the Projected Unhoused Students.

#### **A. Projected Student Enrollment**

As stated above, Section 65995.6(a) specifies the methodology the School District must use to calculate the Projected Student Enrollment. What follows is a step-by-step description of this calculation.

##### **1. Student Generation Rates**

In order to calculate SGRs in accordance with Section 65995.6(a), the School District must identify residential units that (i) were constructed during the previous five (5) years and (ii) are representative of the Future Units. Residential data pertaining to the School District was obtained by Dolinka Group, LLC from the Office of the Assessor ("Assessor") of the County of Ventura ("County"). Using data from the Assessor of the County and the School District, Dolinka Group compiled a database from such information containing the addresses of the units that met the criteria listed above. Parcels in the database were then classified by housing type (i.e., single family detached, single family attached, and multifamily).

- » Residential units classified as single family detached ("SFD") are defined as units with no common walls each assigned a unique Assessor's parcel number.
- » The category of single family attached ("SFA") consists of units with common walls each assigned a unique Assessor's parcel number (e.g., townhomes, condominiums, etc.).
- » The third type of residential unit, multifamily ("MF"), is defined as a unit with common walls on an Assessor's parcel on which other units are located.

Dolinka Group determined that there were an insufficient number of SFD, SFA, and MF units built over the past five (5) years to calculate SGRs that would be representative of the residential development expected to occur within the School District over the next five (5) years. The Analysis therefore has employed the portion of Section 65995.6(a) that permits a school district to use SGRs of new residential units constructed over the previous five (5) years that are a similar type of unit to those anticipated to be constructed in either the city or county in which the school district is located. The Analysis uses the SGRs for SFD, SFA and MF units that have been experienced and documented by Rio School District ("RSD"), which is also located in the City of Oxnard and the County. Table 1 shows the SGRs for SFD, SFA and MF units by school level.

**Table 1**  
**Student Generation Rates for SFD, SFA and MF Units**

<b>School Level</b>	<b>SFD Student Generation Rates <sup>[1]</sup></b>	<b>SFA Student Generation Rates <sup>[1]</sup></b>	<b>MF Student Generation Rates <sup>[1]</sup></b>
Elementary School (Grades K-6)	0.2033	0.2333	0.0833
Intermediate School (Grades 7-8)	0.0467	0.0667	0.0267
<b>Total</b>	<b>0.2500</b>	<b>0.3000</b>	<b>0.1100</b>
[1] Source: Analysis for RSD dated May 28, 2014.			

It should be noted that RSD serves elementary school students in grades kindergarten through 5 and intermediate school students in grades 6 through 8 and that the SGRs shown in Table 1 have been adjusted to reflect the current grade level configuration of the School District.

**2. Future Units**

In order to obtain information regarding future residential units, the planning departments of the cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and the County of Ventura were contacted (please refer to the map on the following page for a geographic profile of the School District). Based on correspondence from the Cities and County (see Exhibit H), Dolinka Group has determined that the School District could experience the construction of 925 Future Units over the next five (5) years. Table 2 distinguishes between Future Units by unit type.

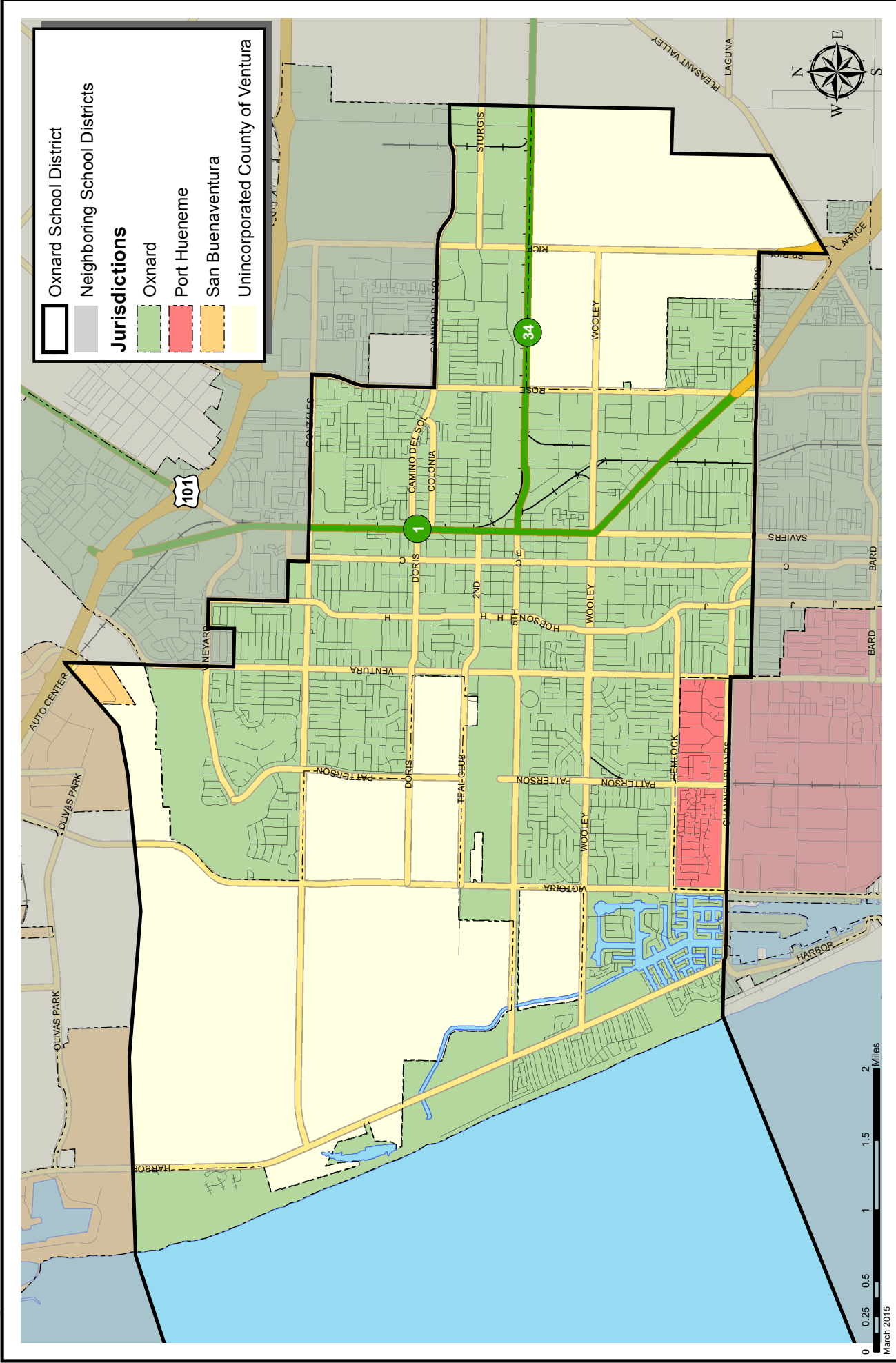
**Table 2**  
**Future Units by Unit Type**

<b>Unit Type</b>	<b>Total Future Units</b>
Single Family Detached	295
Single Family Attached	350
Multifamily	280
<b>Total Units</b>	<b>925</b>

The projected number of future residential units identified in Table 2 includes units that may result from existing structures that are voluntarily demolished in order to be replaced by new residential development ("Reconstruction"). For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

It should be noted these projections are based on the best available information at this time and are independent of the projected residential development reported to the State in SAB Form 50-01.

# Oxnard School District Geographic Profile - School Year 2014/2015



**Jurisdictions**

- Oxnard School District
- Neighboring School Districts

**Jurisdictions**

- Oxnard
- Port Hueneme
- San Buenaventura
- Unincorporated County of Ventura



March 2015



### 3. Projected Student Enrollment

To calculate the Projected Student Enrollment, the number of Future SFD units, Future SFA units, and Future MF units listed in Table 2 were multiplied by the SGRs shown in Table 1 respectively. The results of this operation are shown in Table 3.

**Table 3**  
**Projected Student Enrollment**

School Level	Total Projected Students from Future Units
Elementary School	165
Intermediate School	44
<b>Total</b>	<b>209</b>

### B. **Current Capacity**

Collectively, the School District's school facilities in school year 2014/2015 have a capacity of 17,030 seats per Section 17071.25 of the Education Code. Of these 17,030 seats, 13,808 are at the elementary school level and 3,222 are at the intermediate school level. These capacities include seats from all new school facility construction projects funded by the State. Based on student enrollment data for school year 2014/2015, the enrollment of the School District is 16,932 students. As shown in Table 4, facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2014/2015.

**Table 4**  
**Existing School Facilities Capacity and Student Enrollment**

School Level	2014/2015 Facilities Capacity <sup>[1]</sup>	2014/2015 Student Enrollment <sup>[2]</sup>	Excess/ (Shortage) Capacity
Elementary School (Grades K-6)	13,808	13,555	253
Intermediate School (Grades 7-8)	3,222	3,377	(155)
<b>Total</b>	<b>17,030</b>	<b>16,932</b>	<b>98</b>

[1] See Exhibit B for SAB Form 50-02, and Exhibit J for the Updated School Facilities Capacity Calculation.  
[2] Student enrollment from October 2013.

### C. **Projected Unhoused Students**

As shown in Table 4, the existing facilities capacity of the School District determined in accordance with Section 65995.6(a) exceeds student enrollment currently being generated from existing residential units by 253 seats at the elementary school level. These surplus seats exist at facilities which will house (i) students generated from Future Units, and (ii) students generated from units developed beyond the five-year period of the Analysis.

Due to a trend of increasing enrollment at all grade levels, Dolinka Group matriculated existing students forward five (5) years to determine whether any of the existing surplus elementary school seats will be needed to house future students generated from existing residential units. This resulted in a reduction of surplus seats at the elementary school level to . Table 5 shows the Projected Unhoused Students from Future Units at each school level while Exhibit K provides more information regarding the matriculation process.

**Table 5**  
**Projected Unhoused Students from Future Units**

<b>School Level</b>	<b>Projected Student Enrollment</b>	<b>Surplus Seat Determination</b>	<b>Projected Unhoused Students</b>
Elementary School	165	0	165
Intermediate School	44	0	44
<b>Total</b>	<b>209</b>	<b>0</b>	<b>209</b>



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#### **IV. Surplus School Sites and Existing Surplus Local Funds**

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Section 65995.6(b) states that the School District must identify and consider (i) surplus property, if any, owned by the School District that can be used as a school site or that is available for sale to finance school facilities, (ii) the extent to which projected enrollment growth can be accommodated at existing school facilities, and (iii) local sources that are available to finance the construction or reconstruction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units. Additionally, Section 65995.5(c)(2) requires the School District to subtract from the school facilities cost impact created by Future Units the amount of Local Funds that the governing board has dedicated to facilities necessitated by new residential units. To comply with Section 65995.6(b), the School District has identified and considered property it owns and has determined that it does not possess any sites that could be considered surplus. The Governing Board will review and re-adopt this Analysis annually, including a review of this determination and any need to consider property that may then be surplus to fund school facilities required to accommodate students being generated from existing residential units, or other students.

As for identifying and considering existing excess capacity that could accommodate the Projected Student Enrollment generated from Future Units, Section III.C. of this Analysis illustrates that the School District has considered and determined that no surplus seats are available to house Projected Student Enrollment from Future Units.

Finally, in accordance with Sections 65995.6(b) and 65995.5(c)(2), the School District has determined that no local sources, including Local Funds, are available to finance the construction or reconstruction of school facilities needed to accommodate any Projected Student Enrollment generated from Future Units (see Exhibit L for more detail on local sources, including Local Funds).

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## V. Alternative No. 2 Fee

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As discussed in Section I, the objective of this Analysis is (i) to determine whether the School District may adopt Alternative Fees and (ii) to determine the permissible amount of the Alternative No. 2 Fee and the Alternative No. 3 Fee that the School District is permitted to levy on new residential development. Based on the findings, determinations, and projections made in Sections II through IV, Section V contains a step-by-step calculation of the permissible Alternative No. 2 Fee in accordance with Section 65995.5.

### A. Alternative No. 2 Fee School Facility Costs

As stated in Section 65995.5(c)(1), the initial step in calculating the maximum Alternative No. 2 Fee is to multiply the number of Projected Unhoused Students generated from Future Units by the appropriate per-pupil grant amounts provided in Section 17072.10(a) of the Education Code. In addition, the sum shall be added to the site acquisition and site development costs determined pursuant to Section 65995.5(h).

#### 1. Per-Pupil Grant Amounts

The per-pupil grant amounts identified in Section 17072.10(a) of the Education Code were adjusted by the SAB on January 22, 2014, pursuant to Section 17072.10(b) of the Education Code. The per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction. Further, pursuant to SAB Regulation 1859.71.2 and Section 17074.56 of the Education Code, the per-pupil grants have been increased to account for automatic fire alarm detection systems and fire sprinkler systems. Table 6 shows the base per-pupil grant amounts.

**Table 6**  
**Base Per-Pupil Grant Amounts (2015\$)**

<b>School Level</b>	<b>Per-Pupil Grant Amount</b>	<b>Additional Grants for Auto Alarm and Fire Sprinkler System</b>	<b>Base Per-Pupil Grant Amount</b>
Elementary School	\$9,921	\$178	\$10,099
Intermediate School	\$10,491	\$215	\$10,706

In addition to the base per-pupil grant amounts shown in Table 6, SAB Regulation 1859.76 provides additional grants for general site development on new school construction projects. Currently, these additional grants are calculated as (i) 6 percent of the base per-pupil grants for elementary and intermediate school projects, (ii) a grant of \$16,122 per new useable acre acquired for new school construction. To determine the general site development grant for each school level, Dolinka Group first applied the percentages mentioned above to the base per-pupil grant amounts shown in Table 6.

Second, Dolinka Group applied the grant per new useable acre mentioned above to the student capacity of future school facilities and corresponding site size requirements for the School District listed in Table 9 to derive a grant amount per student (see Exhibit M for more information on the calculation of the additional grants for general site development). Table 7 shows these additional grants as well as the total per-pupil grant amount.

**Table 7  
Total Per-Pupil Grant Amount (2015\$)**

School Level	Base Per-Pupil Grant Amount	Additional Grants for General Site Development	Total Per-Pupil Grant Amount
Elementary School	\$10,099	\$877	\$10,976
Intermediate School	\$10,706	\$944	\$11,650

Applicable law specifies the per-pupil grant amounts specified in Section 17072.10 are adjusted annually by the SAB to reflect construction cost changes as set forth in the statewide cost index for class B construction as provided in Section 17072.10(b) of the Education Code.

**2. Total New School Construction Grants**

To determine the total new school construction grants under Section 65995.5, the number of Projected Unhoused Students to be generated from Future Units, as shown in Table 5, is multiplied by the total per-pupil grant amounts set forth in Section 17072.10(a) and (b) of the Education Code, as shown in Table 7. Table 8 shows the total new school construction grants of the School District pursuant to Section 65995.5(c)(1).

**Table 8  
Total New School Construction Grants for Projected  
Unhoused Students from Future Units (2015\$)  
(In Accordance with Section 65995.5(c)(1) of the Government Code)**

School Level	Projected Unhoused Students	Total Per-Pupil Grant Amount	Total New Construction Grants
Elementary School	165	\$10,976	\$1,811,040
Intermediate School	44	\$11,650	\$512,600
<b>Total</b>	<b>209</b>	<b>N/A</b>	<b>\$2,323,640</b>

**3. Total School Site Acquisition and Site Development Costs**

In addition to the total new school construction grants specified by Section 17072.10 of the Education Code, Section 65995.5(c)(1) permits the Alternative No. 2 Fee to include site acquisition and site development costs determined pursuant to Section 65995.5(h) and the applicable statutory provisions referred to therein. What follows is the calculation for determining the appropriate site acquisition and site development costs in accordance with Section 65995.5(h).

a. **Site Size Requirement**

To calculate the amount of site acquisition and site development costs that may be included in the Alternative No. 2 Fee, a school district must determine the student capacity of future school facilities that will be needed to accommodate the Projected Unhoused Students, as well as students to be generated from residential development anticipated to occur over the next 20 years. Based on the educational programs of the School District, the School District has determined that future elementary school facilities will be designed to accommodate 750 students and future intermediate school facilities will be designed to accommodate 1,200 students. Based on these capacities, the guidelines included in the "School Site Analysis and Development Handbook" published by the State Department of Education as that handbook read as of January 1, 1998, identify the following site sizes for the School District.

**Table 9  
Student Capacities and Site Sizes of Future School Facilities**

School Level	Student Capacity	Site Size (Acres)
Elementary School	750	12.60
Intermediate School	1,200	22.50

It should be emphasized that the site sizes shown in Table 9 are based on site sizes recommended by the State Department of Education as of January 1, 1998. Since that time, the State Department of Education has prepared a revised Handbook that contains site size recommendations more consistent with School District policy. Please refer to Exhibit E for the site sizes more consistent with the revised Handbook.

b. **Site Acquisition and Site Development Costs per Acre**

Based on an appraisal report prepared by Ventura Appraisal Consulting Corporation, the School District believes that a reasonable estimate for site acquisition is \$1,208,333 per acre at both school levels. Site development costs are estimated to be \$249,116 per acre at both school levels (the site development cost was taken from the School Facilities Needs Analysis prepared in 2014 and adjusted by the annual change in the construction cost index as published by Marshall & Swift). Table 10 lists the total estimated site acquisition costs and site development costs of the School District in accordance with Section 65995.5(h).

**Table 10  
Site Acquisition and Site Development Costs of Future School Facilities (2015\$)**

School Level	Site Acquisition Cost <sup>[1]</sup>	Site Development Cost <sup>[1]</sup>	Total Site Cost
Elementary School	\$15,224,996	\$3,138,862	\$18,363,858
Intermediate School	\$27,187,493	\$5,605,110	\$32,792,603
[1] The site acquisition and site development costs are equal to the per acre costs listed above multiplied by the number of acres, as listed in Table 9.			

c. **School Facilities Needed**

To ensure that Future Units are being charged an Alternative No. 2 Fee that is reasonably related to the school facilities that are required to house the Projected Unhoused Students to be generated from Future Units, the School District must identify the number of future school facilities that will be needed to house the Projected Unhoused Students to be generated from Future Units, as well as students to be generated from residential development anticipated to occur over the next 20 years. To calculate the number of school facilities that the School District will need to adequately house the Projected Unhoused Students, the number of Projected Unhoused Students for each school level, as listed in Table 5, was divided by the applicable student capacity, as listed in Table 9. The number of school sites expected to be needed to house the Projected Unhoused Students generated from Future Units is shown in Table 11.

**Table 11**  
**School Facilities Needed**

<b>School Level</b>	<b>Projected Students from Future Units</b>	<b>Facilities Capacity</b>	<b>Total Facilities Needed</b>
Elementary School	165	750	0.220
Intermediate School	44	1,200	0.037

It is important to realize that while the number of Projected Unhoused Students equates only to approximately 27.5 percent of an elementary school and 4.7 percent of an intermediate school, the School District will need to construct at least one (1) elementary school and one (1) intermediate school in the future to accommodate (i) students generated from existing residential units, (ii) students generated from Future Units, and (iii) students generated from future residential units beyond the next five (5) years.

d. **Alternative No. 2 Fee Site Costs in Accordance with Section 65995.5(h) of the Government Code**

The calculation of the total school site acquisition and site development cost impacts under Section 65995.5(h) is a two-step process. The first step involves calculating the total school site acquisition and site development costs related to the Projected Unhoused Students generated from Future Units. The calculation of this first step is shown in Table 12.

**Table 12**  
**Total School Site Acquisition and Site Development**  
**Costs for Students from Future Units (2015\$)**

School Level	Facilities Needed for Students Generated from Future Units	Site Cost	Total Site Costs <sup>[1]</sup>
Elementary School	0.220	\$18,363,858	\$4,040,049
Intermediate School	0.037	\$32,792,603	\$1,213,326

[1] Numbers may not sum due to rounding.

Only a portion of the total site costs may be included in the calculation of the Alternative No. 2 Fee. Accordingly, the total school site acquisition and site development costs under Section 65995.5(h) must be reduced by half to arrive at the Alternative Fee No. 2 Site Costs. The calculation of this step is shown in Table 13.

**Table 13**  
**Alternative No. 2 Fee Site Costs (2015\$)**  
**(In Accordance with Section 65995.5(h) of the Government Code)**

School Level	Total Site Costs	Multiplier	Alternative No. 2 Fee Site Cost
Elementary School	\$4,040,049	50.00%	\$2,020,025
Intermediate School	\$1,213,326	50.00%	\$606,663

**4. Alternative No. 2 Fee School Facility Costs**

As stated previously, the initial step in calculating the maximum Alternative No. 2 Fee is to identify (i) the total new school construction grant, and (ii) the site acquisition and development costs pursuant to Section 65995.5(h). The sum of these amounts, which is the Alternative No. 2 Fee School Facility Costs, is the maximum amount of school facility costs that may be included in the Alternative No. 2 Fee before any local fund credits are applied. For the School District, the total new school construction grant is \$2,323,640 and the total site acquisition and site development cost pursuant to Section 65995.5(h) is \$2,626,688. These costs and the Alternative No. 2 Fee School Facility Costs are shown by school level in Table 14.

**Table 14**  
**Alternative No.2 Fee School Facility Costs (2015\$)**  
**(In Accordance with Section 65995.5(c)(1) of the Government Code)**

School Level	Total New Construction Grants	Alternative No. 2 Fee Site Costs	Alternative No. 2 Fee School Facility Costs
Elementary School	\$1,811,040	\$2,020,025	\$3,831,065
Intermediate School	\$512,600	\$606,663	\$1,119,263
<b>Total</b>	<b>\$2,323,640</b>	<b>\$2,626,688</b>	<b>\$4,950,328</b>

## B. Credit for Local Funds

The second step in calculating the maximum Alternative No. 2 Fee is to subtract the amount of local sources, including Local Funds, if any, the School District has decided to dedicate to school facilities necessitated by the construction of Future Units from the Alternative No. 2 Fee School Facility Costs in order to calculate the Net Alternative No. 2 Fee School Facility Costs. As stated in Section IV of the Analysis, the School District has determined that no credit is available to accommodate Projected Unhoused Students generated from Future Units (see Exhibit M for more detail on local sources, including Local Funds).

**Table 15**  
**Net Alternative No.2 Fee School Facility Costs (2015\$)**  
**(In Accordance with Section 65995.5(c)(2) of the Government Code)**

<b>Item</b>	<b>Amounts</b>
Alternative No. 2 Fee School Facility Costs	\$4,950,328
Credit for Existing Surplus Local Funds	\$0
<b>Net Alternative No. 2 Fee School Facility Costs</b>	<b>\$4,950,328</b>

## C. Alternative No. 2 Fee Calculation

The final step in calculating the maximum Alternative No. 2 Fee is to divide the Net Alternative No. 2 Fee School Facility Costs by the total square footage of assessable space for Future Units.

### 1. Average Square Footage per Unit

In order to project the total square footage of assessable space of the Future Units, the Analysis must estimate the average square footage of Future SFD Units, Future SFA Units, and Future MF Units to be constructed in the School District. To estimate the average square footage of Future Units to be constructed in the School District, Dolinka Group analyzed certificates of compliance issued by the School District over the last five (5) years, and confirmed those estimates with the Planning Departments of the Cities and County. Based on this information, the average Future SFD Unit to be constructed within the School District is estimated to contain 2,750 square feet, the average Future SFA Unit is estimated to contain 1,500 square feet, and the average Future MF Unit estimated to contain 1,000 square feet (see Exhibit H).

### 2. Total Square Footage of Assessable Space

To calculate the total square footage of assessable space for Future Units, the average square footage of Future SFD Units, Future SFA Units, and Future MF Units listed above was multiplied by the number of Future Units listed in Table 2 . The results of this operation are shown in Table 16.

**Table 16  
Estimated Total Residential Square Footage**

<b>Land Use</b>	<b>Future Units</b>	<b>Average Square Footage</b>	<b>Total Square Footage</b>
Single Family Detached	295	2,750	811,250
Single Family Attached	350	1,500	525,000
Multifamily	280	1,000	280,000
<b>Total</b>	<b>925</b>	<b>N/A</b>	<b>1,616,250</b>

The projected total square footage of future residential units identified in Table 16 includes units that may result from Reconstruction. For additional information regarding the imposition of the Alternative No. 2 Fee and Alternative No. 3 Fee on Reconstruction please refer to Exhibit I.

**3. Calculation of Alternative No. 2 Fee**

To calculate the Alternative No. 2 Fee, the Net Alternative No. 2 Fee School Facility Costs, as listed in Table 15, were divided by the total square footage of assessable space of the Future Units, as listed in Table 16. Table 17 provides the Alternative No. 2 Fee that can be adopted by the School District.

**Table 17  
Alternative No. 2 Fee (2015\$)**

<b>Item</b>	<b>Amount/Square Footage</b>
Net Alternative No. 2 Fee School Facility Costs	\$4,950,328
Total Residential Square Footage	1,616,250
<b>Alternative No. 2 Fee</b>	<b>\$3.06</b>



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## VI. Alternative No. 3 Fee

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The Alternative No. 2 Fee, which is the maximum Alternative Fee that may be imposed during periods when State funds for new construction are available, was calculated in Section V in accordance with Section 65995.5. During periods when the SAB is no longer approving apportionments for new construction due to a lack of funds available, the Alternative No. 3 Fee may be imposed by a school district, subject to the suspension of Alternative No. 3 Fees as set forth in Section 65995.7(a)(3). Additionally, in accordance with Section 1859.81 of the SAB regulations, a school district requesting financial hardship assistance funding is required to impose the maximum developer fee justified by law (the Alternative No. 2 Fee, or the Alternative No. 3 Fee when the State declares that such fees can be imposed), or an alternative source greater than or equal to the amount of such fees. Similar to the methodology of the calculations performed in Section V, this Section VI provides a calculation of the Alternative No. 3 Fee in accordance with Section 65995.7.

### A. Alternative No. 3 Fee School Facility Costs

Pursuant to Section 65995.7, the Alternative No. 3 Fee School Facility Cost, which is the maximum amount of school facility costs that may be included in the Alternative No. 3 Fee, is calculated by increasing the Net Alternative No. 2 Fee School Facility Costs by an amount not to exceed the Alternative No. 2 Fee School Facility Costs. As required by Section 65995.7, this amount has been reduced by the amount of local funds (\$0 in the case of the School District) identified pursuant to Section 65995.5(c)(2). Accordingly, Table 18 shows the Net Alternative No. 2 Fee School Facility Costs previously shown in Table 15, and adds to that amount the Alternative No. 2 Fee School Facility Costs previously shown in Table 144. The result, shown in Table 18, is the Alternative No. 3 Fee School Facility Costs.

**Table 18**  
**Alternative No. 3 Fee School Facility Costs (2015\$)**  
**(In Accordance with Section 65995.7 of the Government Code)**

<b>Item</b>	<b>Amounts</b>
Net Alternative No. 2 Fee School Facility Costs	\$4,950,328
Alternative No. 2 Fee School Facility Costs	\$4,950,328
<b>Alternative No. 3 Fee School Facility Costs</b>	<b>\$9,900,656</b>

### B. Alternative No. 3 Fee Calculation

To calculate the Alternative No. 3 Fee, the Alternative No. 3 Fee School Facility Costs were divided by the total square footage of assessable space of the Future Units listed in Table 16. This calculation is required by Section 65995.5(c)(3) and outlined in Section V.C. of the Analysis. Table 19 provides the Alternative No. 3 Fee that can be levied by the School District on new residential development where permitted by applicable law.

**Table 19**  
**Alternative No. 3 Fee (2015\$)**

<b>Item</b>	<b>Amount/Square Footage</b>
Alternative No. 3 Fee School Facility Costs	\$9,900,656
Total Residential Square Footage	1,616,250
<b>Alternative No. 3 Fee</b>	<b>\$6.13</b>

---

## VII. Section 66000 of the Government Code

---

Sections 66000 *et seq.* were enacted by the State in 1987. These provisions are assumed to be applicable to the Alternative Fees. Sections 66000 *et seq.* require that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee, such as the herein described Alternative Fees, as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.
3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended or uncommitted in the School District's accounts.

New residential development in the School District, as shown in the Analysis, will generate additional students who will require the School District to provide additional school facilities. The amount to be included in the Alternative Fees is specified by statute. The Alternative No. 2 Fee of \$3.06 per square foot and the Alternative No. 3 Fee of \$6.13 per square foot are justified in the Analysis. The estimated average school facilities cost impacts on the School District per square foot of residential development as estimated in Exhibit E is \$7.15. As the actual school facilities cost impacts per square foot of residential construction is greater than the Alternative Fees, it is reasonable for the School District to determine that the Alternative No. 2 Fee of \$3.06 per square foot and the Alternative No. 3 Fee of \$6.13 per square foot are roughly proportional and reasonably related to the actual impacts caused by residential development on the School District.

This Analysis and the information included in Exhibit E therefore establish that the Alternative Fees meet the requirements of Sections 66000 *et seq.* and such a determination by the School District as part of adopting the Alternative Fees is justified and appropriate. The School District, therefore, is justified in levying Alternative Fees on all new development.

By way of summary, the Analysis shows that Future Units will produce additional elementary school and intermediate school students and that the School District does not have the capacity or funds to accommodate all of those additional students. Alternative Fees, therefore, will be used to fund (i) new elementary school and intermediate school facilities, (ii) expansion of existing elementary school and intermediate school facilities, and (iii) other upgrades to existing school facilities, but only to the extent that such items are needed to accommodate the Projected Unhoused Students generated from Future Units and to the extent that the use of the Alternative Fees on such items is permitted by applicable law.

S:\Clients\Oxnard SD\Demographics\SFNA\SY1415\Reports\Final\SFNA\_15535\_3901\_FN

**Exhibit A**

**Current SAB Form 50-01**

STATE OF CALIFORNIA  
**ENROLLMENT CERTIFICATION/PROJECTION**  
 SAB 50-01 (REV 05/09)

STATE ALLOCATION BOARD  
 OFFICE OF PUBLIC SCHOOL CONSTRUCTION  
 Page 6 of 6

SCHOOL DISTRICT Oxnard Elementary	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
COUNTY Ventura	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one:  Fifth-Year Enrollment Projection  Tenth-Year Enrollment Projection

HSAA Districts Only - Check one:  Attendance  Residency

Residency - COS Districts Only - (Fifth Year Projection Only)

Modified Weighting (Fifth-Year Projection Only)

Alternate Weighting - (Fill in boxes to the right):

3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current

Part G. Number of New Dwelling Units  
(Fifth-Year Projection Only)

Part H. District Student Yield Factor  
(Fifth-Year Projection Only)

Part A. K-12 Pupil Data

Grade	7th Prev. 2004 / 2005	6th Prev. 2005 / 2006	5th Prev. 2006 / 2007	4th Prev. 2007 / 2008	3rd Prev. 2008 / 2009	2nd Prev. 2009 / 2010	Previous 2010 / 2011	Current 2011 / 2012
K	1835	1740	1721	1656	1750	1875	1861	2004
1	1825	1852	1779	1795	1764	1851	1903	1927
2	1747	1739	1741	1724	1734	1734	1820	1833
3	1795	1701	1654	1726	1740	1684	1723	1785
4	1794	1699	1645	1603	1706	1714	1674	1687
5	1772	1742	1634	1608	1612	1677	1706	1657
6	1832	1718	1667	1594	1621	1613	1713	1707
7	1783	1745	1676	1613	1538	1569	1536	1628
8	1780	1688	1690	1596	1574	1504	1540	1512
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	16163	15624	15207	14915	15039	15221	15476	15740

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
0	0	0	0	0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	209	0	209
Severe	172	0	172
TOTAL	381	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
2004 / 2005	2005 / 2006	2006 / 2007	2007 / 2008	2008 / 2009	2009 / 2010	2010 / 2011	2011 / 2012

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data  Birth Data by District ZIP Codes  Estimate  Estimate  Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-3	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
16702	3981	0	20683

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	277	0	277
Severe	228	0	228
TOTAL	505	0	

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

Jeff Chancer

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

11-23-11

805-385-1501

E-MAIL ADDRESS

jchancer@oxnardsd.org

**Exhibit B**

**Current SAB Form 50-02**



STATE OF CALIFORNIA  
**EXISTING SCHOOL BUILDING CAPACITY**

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT  
 OXNARD ELEMENTARY  
 COUNTY  
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

**PART I - Classroom Inventory**     NEW     ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

**PART II - Available Classrooms**

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

**PART III - Determination of Existing School Building Capacity**

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
 I am designated as an authorized district representative by the governing board of the district; and,  
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).  
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

*Richard Duarte*

DATE

2/21/01

**Exhibit C**

**Current SAB Form 50-03**



**ELIGIBILITY DETERMINATION**

SAB 50-03 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT <b>OXNARD ELEMENTARY</b>	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory) 72538
BUSINESS ADDRESS	HIGH SCHOOL ATTENDANCE AREA (if applicable)
CITY	COUNTY VENTURA

Part I - The following individual(s) have been designated as district representative(s) by school board minutes:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II - New Construction Eligibility	<input type="checkbox"/> NEW	<input type="checkbox"/> ADJUSTED	K-5	7-8	9-12	Non-Severe	Severe
1. Projected Enrollment (Part G, Form SAB 50-01)			14,474	3,887		266	106
2. Existing School Building Capacity (Part III, line 5 of Form SAB 50-02)			10,162	3,105		234	90
3. New Construction Baseline Eligibility (line 1 minus line 2)			4,312	782		32	16

Part III - Modernization Eligibility  NEW  ADJUSTED

1. SCHOOL NAME:

Option A	K-5	7-8	9-12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old					
3. Portable classrooms at least 20 years old					
4. Total (lines 2 and 3)					
5. Multiply line 4 by: 25 for K-6, 27 for 7-8 and 9-12; 13 for non-severe and 9 for severe					
6. CBEDS enrollment at school					
7. Modernization eligibility (lesser of the totals of line 5 or 6)					

Option B

2. Permanent space at least 25 years old (report by classroom or square footage)	
3. Portable space at least 20 years old (report by classroom or square footage)	
4. Total (lines 2 and 3)	
5. Remaining permanent and portable space (report by classroom or square footage)	
6. Total (lines 4 and 5)	
7. Percentage (divide line 4 by line 6)	0%

	K-5	7-8	9-12	Non-Severe	Severe
8. CBEDS enrollment at school site					
9. Modernization eligibility (multiply line 7 by each grade group on line 8)					

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
I am designated as an authorized district representative by the governing board of the district; and:  
A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1 commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board on 7/14/99; and,  
This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC). In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE  
*Richard Duarte*

DATE  
2/21/01

**Exhibit D**

**Eligibility Determination from the SAB**



## Project Main Page

### Return to Search Results

DSA eTracker: [03-102632](#)  
 Application: 50/72538-00-001  
 County: Ventura  
 District: Oxnard Elementary  
 Site: RAMONA ELEMENTARY  
 District Rep: Dr. Cesar Morales

- Details
- Fund Releases
- Budget Summary
- Transaction Detail
- Modernization Eligibility
- New Construction Eligibility

District Code	Attendance Area	Original SAB Approval Date	Recent SAB Approval
72538	0	3/22/2000	1/23/2013

SAB 50-03 New Construction Eligibility Information

**New Construction Baseline Eligibility**

Grade Level:	K - 6	7 - 8	9 - 12	Non-Severe	Severe
Established Eligibility:	4109	647	0	0	0
SAB Approvals/Adjustments:	840	229	0	43	111
Remaining Eligibility:	4949	876	0	43	111

**SAB 50-03 Eligibility Document Status/Dates**

Status:	PM Complete
Date Signed:	8/23/1999
Date Received:	8/27/1999
SAB Approval Date:	3/22/2000

**Exhibit E**

**Summary of School Facility Planning Policies and Estimates of  
Actual School Facility Costs**

**Oxnard School District**  
**School Facility Cost Impacts per Residential Square Foot**  
**March 2015**

**School Facility Costs**

School Level	Site Acquisition Cost	Construction Cost	Total Cost
Elementary School	\$17,399,995	\$22,085,489	\$39,485,484
Intermediate School	\$30,087,492	\$48,269,417	\$78,356,909

**Costs per Student**

School Level	Total Cost	Students Housed	Cost per Student
Elementary School	\$39,485,484	750	\$52,647
Intermediate School	\$78,356,909	1,200	\$65,297

**School Facility Cost Impacts per Residential Unit**

School Level	Cost per Student	Weighted Average SGR	Cost per Unit
Elementary School	\$52,647	0.1784	\$9,391
Intermediate School	\$65,297	0.0476	\$3,106
<b>Total School Facility Cost Impact</b>			<b>\$12,497</b>
Average Square Footage <sup>[1]</sup>			1,747
<b>School Facility Cost Impact per Square Foot</b>			<b>\$7.15</b>
[1] See Table 16 of the Analysis.			

**Oxnard School District  
 Summary of Estimated Costs  
 Elementary School  
 March 2015**

<b>A. Site</b>				<b>\$17,439,995</b>
	Purchase Price of Property		\$17,399,995	
		Acres <sup>[1]</sup> :	14.4	
		Cost/Acre:	\$1,208,333	
	EIR		\$20,000	
	Appraisals		\$10,000	
	Surveys		\$5,000	
	Escrow/Title		\$5,000	
	[1] Assumes Net Usable Acres.			
<b>B. Plans</b>				<b>\$1,234,969</b>
	Architect's Fee		\$1,101,563	
	Preliminary Tests		\$20,000	
	DSA/SDE Plan Check		\$93,406	
	Energy Fee Analysis		\$15,000	
	Other		\$5,000	
<b>C. Construction</b>				<b>\$18,281,250</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
		Square Feet / Student	75	
		Cost / Square Feet	\$325	
<b>D. Tests</b>				<b>\$50,000</b>
<b>E. Inspection</b>				<b>\$144,000</b>
	(\$12,000 per month for 12 months)			
<b>F. Furniture and Equipment</b>				<b>\$466,875</b>
	(\$5 per Square Foot, includes Cost Index Adjustment of 66%)			
<b>G. Contingency</b>				<b>\$566,256</b>
	(\$2,000 + 1.5% of items A-F)			
<b>H. Items Not Funded by the State</b>				<b>\$1,302,139</b>
	Technology (5% of Construction)		\$914,063	
	Library Books (8 books/student @ \$15)		\$90,000	
	Landscaping (\$0.44/sq. ft x 14.4 acres)		\$275,996	
	Landscape Architect Fees (8% of Landscaping)		\$22,080	
<b>I. Total Estimated Cost</b>				<b>\$39,485,484</b>

<b>Summary</b>	
School Facilities Capacity - Traditional Calendar	<b>750</b>
School Facilities Cost per Student - Traditional Calendar	<b>\$52,647</b>

**Oxnard School District  
 Summary of Estimated Costs  
 Intermediate School  
 March 2015**

<b>A. Site</b>				<b>\$30,142,492</b>
	Purchase Price of Property		\$30,087,492	
	Acres <sup>[1]</sup> :	24.9		
	Cost/Acre:	\$1,208,333		
	EIR		\$25,000	
	Appraisals		\$12,000	
	Surveys		\$8,000	
	Escrow/Title		\$10,000	
	[1] Assumes Net Usable Acres.			
<b>B. Plans</b>				<b>\$2,478,000</b>
	Architect's Fee		\$2,197,500	
	Preliminary Tests		\$45,000	
	DSA/SDE Plan Check		\$203,000	
	Energy Fee Analysis		\$25,000	
	Other		\$7,500	
<b>C. Construction</b>				<b>\$40,200,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student	100		
	Cost / Square Feet	\$335		
<b>D. Tests</b>				<b>\$180,000</b>
<b>E. Inspection</b>				<b>\$324,000</b>
	(\$12,000 per month for 18 months x 1.5 inspectors)			
<b>F. Furniture and Equipment</b>				<b>\$1,195,200</b>
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)			
<b>G. Contingency</b>				<b>\$1,119,795</b>
	(\$2,000 + 1.5% of items A-F)			
<b>H. Items Not Funded by the State</b>				<b>\$2,717,422</b>
	Technology (5% of Construction)		\$2,010,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 24.9 acres)		\$477,243	
	Landscape Architect Fees (8% of Landscaping)		\$38,179	
<b>I. Total Estimated Cost</b>				<b>\$78,356,909</b>

<b>Summary</b>	
School Facilities Capacity - Traditional Calendar	<b>1,200</b>
School Facilities Cost per Student - Traditional Calendar	<b>\$65,297</b>

**Exhibit F**

**Information on Measure R**



This is an archive of a past election.

See <http://www.smartvoter.org/ca/vn/> for current information.



League of Women Voters of California Education Fund



Ventura County, CA

November 6, 2012 Election



**Measure R**  
**Education Funding**  
**Oxnard School District**  
 School Bonds - 55% Approval Required

👍 Pass: 19968 / **66.39%** Yes votes ..... 10110 / **33.61%** No votes

**See Also: [Index of all Measures](#)**

**Results as of Dec 17 1:48pm, 100.0% of Precincts Reporting (56/56)**

Information shown below: [Impartial Analysis](#) | [Tax Rate Statement](#) |

*To replace portable classrooms, relieve student overcrowding by building and equipping new classrooms and educational facilities and repairing and equipping existing classrooms and educational facilities throughout the District, shall Oxnard School District be authorized to issue up to Ninety Million Dollars \$90,000,000.00 in bonds at the lowest possible legal interest rates so long as spending is annually reviewed by an independent citizens' oversight committee, annual audits are conducted and no money is used for employee salaries?*

**Impartial Analysis from County Counsel**

Under this measure, the Oxnard School District ("District") is submitting a bond measure, described below, to the voters for approval. The measure will become effective only if fifty-five percent (55%) of the voters vote "Yes" on the measure.

The measure would authorize the District to issue up to ninety million dollars (\$90,000,000) in bonds, at an interest rate not exceeding the legal limit. Bond proceeds will be used to fund projects included in the Bond Project List, which is attached as Exhibit A-1 to the bond measure. The District's Board of Trustees ("Board") has certified that it has evaluated safety, class size reduction, enrollment growth and information technology needs of the District in developing the Bond Project List.

Approval of the bond measure does not guarantee that any particular project will be funded. Bond proceeds may also be used for other incidental costs associated with equipment acquisitions, including costs of the election and bond

**Official Information**

[Oxnard School District](#)

This election is archived. Any links to sources outside of Smart Voter may no longer be active. No further links will be added to this page.

Links to sources outside of Smart Voter are provided for information only and do not imply endorsement.

**Exhibit G**

**Bonding Capacity Calculation**

**Oxnard School District  
 Bonding Capacity Calculation  
 Fiscal Year 2014/2015**

	<b>Description</b>	<b>Value</b>
(1)	Taxable property of the district including all unitary and operating nonunitary property for the 2013/2014 equalized roll [1].	\$11,258,539,314
(2)	Enter applicable percentage bond debt limit Section 15102 (School District) 1.25% Section 15108 (Unified School District) 2.50%	1.25%
(3)	Bonding capacity	\$140,731,741
(4)	Senate Bill 50 local bonding capacity threshold 15% of District's local bonding capacity	\$21,109,761
(5)	Senate Bill 50 local bonding capacity threshold 30% of District's local bonding capacity	\$42,219,522

[1] Source: County of Ventura, Auditor-Controller's Office.

**Exhibit H**

**Correspondence with the Cities and County**



January 14, 2015

Mr. Chris Williamson  
Principal Planner, Planning Division  
City of Oxnard  
214 South C Street  
Oxnard, CA 93030

**Re: Residential Development Projections within Oxnard School District Boundaries**

Dear Mr. Williamson,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Oxnard ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 30, 2015.**

Mr. Williamson, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Bishop'.

Andrew Bishop  
Associate Director

S:\Clients\Oxnard SD\Demographics\SFNA\SY1415\Correspondence\20150112\_CWilliamsonOxnard.docx

*COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.*

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Oxnard ("City"):

\_\_\_The City concurs with the residential development projections as provided below:

<b>Unit Type</b>	<b>Projected Number of Units <sup>[1]</sup></b>	<b>Estimated Average Square Footage per Unit</b>
Single Family Detached <i>(i.e. single family home)</i>	295	2,750
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>	350	1,500
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	280	1,000

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

\_\_\_The residential development projected by the City is listed below:

<b>Unit Type</b>	<b>Projected Number of Units <sup>[1]</sup></b>	<b>Estimated Average Square Footage per Unit</b>
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(i.e. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, \_\_\_\_\_, of the City of Oxnard on \_\_\_\_\_.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



January 14, 2015

Mr. Greg Brown  
Community Development Director  
City of Port Hueneme  
250 North Ventura Road  
Port Hueneme, CA 93041

**Re: Residential Development Projections within Oxnard School District Boundaries**

Dear Mr. Brown,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Port Hueneme ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 30, 2015.**

Mr. Brown, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Bishop'.

Andrew Bishop  
Associate Director

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20 PACIFICA, SUITE 900, IRVINE, CA 92618 T 949.250.8300 F 949.250.8301 WWW.DOLINKAGROUP.COM

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Port Hueneme ("City"):

     The City concurs with the residential development projections as provided below:


Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	112	1,110

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

     The residential development projected by the City is listed below:

Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed,  of the City of Port Hueneme on 1/23/2015.

Printed Name: GREG BROWN

Title: COMMUNITY DEVELOPMENT DIRECTOR





January 14, 2015

Ms. Veronica Ledesma  
Associate Planner  
City of Ventura  
501 Poli Street, Room 117  
Ventura, CA 93002

**Re: Residential Development Projections within Oxnard School District Boundaries**

Dear Ms. Ledesma,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the City of Ventura ("City") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the City served by the School District are shown on the following page. Based on information previously obtained from the City and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the City with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 30, 2015.**

Ms. Ledesma, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Bishop', written over a white background.

Andrew Bishop  
Associate Director

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20 PACIFICA, SUITE 900, IRVINE, CA 92618 T 949.250.8300 F 949.250.8301 WWW.DOLINKAGROUP.COM

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the City of Ventura ("City"):

\_\_\_The City concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>	0	N/A
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>	0	N/A
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

\_\_\_The residential development projected by the City is listed below:

Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached <i>(i.e. single family home)</i>		
Single Family Attached <i>(e.g. condos, townhomes, etc.)</i>		
Multifamily <i>(i.e. apartments, duplexes, triplexes, etc.)</i>		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, \_\_\_\_\_, of the City of Ventura on \_\_\_\_\_.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



January 14, 2015

Ms. Kari Finley  
Director, Planning Division  
County of Ventura  
800 South Victoria Avenue, L-1740  
Ventura, CA 93009

**Re: Residential Development Projections within Oxnard School District Boundaries**

Dear Ms. Finley,

Dolinka Group, LLC is in the process of preparing a School Facilities Needs Analysis ("SFNA" or "Analysis") for the Oxnard School District ("School District"). Pursuant to Section 65995.5(c)(3) of the Government Code, one component of the Analysis is an estimate of the number, type, and square footage of expected future residential units ("Future Units") to be constructed in the area of the County of Ventura ("County") served by the School District **over the next five (5) years.**

Projections regarding the Future Units to be constructed within the area of the County served by the School District are shown on the following page. Based on information previously obtained from the County and the School District, Dolinka Group has prepared Future Unit estimates and Future Unit square footage estimates for the School District. Dolinka Group would like to provide the County with the opportunity to review, and if necessary, modify these projections. Please complete the attached page ("Certificate") and return to Dolinka Group by **January 30, 2015.**

Ms. Finley, should you have any questions regarding the projections please contact me at 949.250.8300. We sincerely appreciate your assistance in providing this information and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew Bishop'.

Andrew Bishop  
Associate Director

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*COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.*

20 PACIFICA, SUITE 900, IRVINE, CA 92618 T 949.250.8300 F 949.250.8301 WWW.DOLINKAGROUP.COM

JAN 16 2015

In its efforts to assist Dolinka Group, LLC in preparing the Analysis in accordance with the guidelines of Section 65995.5(c)(3) of the Government Code for the Oxnard School District, the County of Ventura ("County"):

The County concurs with the residential development projections as provided below:

Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached (i.e. single family home)	0	N/A
Single Family Attached (e.g. condos, townhomes, etc.)	0	N/A
Multifamily (i.e. apartments, duplexes, triplexes, etc.)	0	N/A

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

The residential development projected by the County is listed below:

Unit Type	Projected Number of Units <sup>[1]</sup>	Estimated Average Square Footage per Unit
Single Family Detached (i.e. single family home)		
Single Family Attached (e.g. condos, townhomes, etc.)		
Multifamily (i.e. apartments, duplexes, triplexes, etc.)		

[1] Excludes units designated as age restricted (i.e. requiring residents to be at least 55 years of age).

Signed, Kari Finley, of the County of Ventura on 1-23-15.

Printed Name: Kari Finley

Title: Senior Planner

**Exhibit I**

**Reconstruction**

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e. commercial/industrial versus residential) or may consist of different residential unit types (e.g., single family detached versus multifamily, etc.).

#### **A. Residential Reconstruction**

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable Alternative No. 2 Fee or Alternative No. 3 Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

As of the date of this Analysis, the large-scale Reconstruction of residential development within the School District has not occurred to the point where statistically significant data can be utilized to determine if Replacement Square Footage increases student enrollment. Therefore, prior to the imposition of fees on Replacement Square Footage, the School District may undertake an analysis on any future proposed project(s) and may amend/update this Analysis. Such analysis will examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in student generation rates as identified in the Analysis for the applicable unit types between existing square footage and Replacement Square Footage. To the extent it can be demonstrated that Replacement Square Footage will increase student enrollment, the School District may then impose a fee on the Replacement Square Footage. This fee amount on Replacement Square Footage shall be calculated by determining the cost impacts associated with any growth in student enrollment from the Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the Alternative No. 2 Fee or Alternative No. 3 Fee that is in effect at such time.

#### **B. Reconstruction of Commercial/Industrial Construction into Residential Construction**

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Dolinka Group is aware that such types of Reconstruction may occur within the School District over the next five (5) years, however, Dolinka Group was unable to find information (i) about the amount planned within the School District over the next five (5) years or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

The fee credit determination will be based upon a comparison of the impacts of the planned residential project and the existing land use category (i.e. retail and services, office, research and development, industrial/warehouse/manufacturing, hospital, or hotel/motel). The actual impacts of the planned residential project (taken from Exhibit E) will be reduced by the impact of the existing commercial/industrial category (derived from calculations contained in the current Commercial/Industrial Development School Fee Justification Study adopted by the School District). Any reduction to the Alternative No. 2 Fee would only occur if the reduced amount falls below the Alternative No. 2 Fee. In such a case, the School District would levy the reduced amount per square foot of new residential construction for the subject Reconstruction project.

**Exhibit J**

**Updated School Facilities Capacity Calculation**

**Oxnard School District**  
**School Facilities Capacity Calculation**

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Intermediate School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-008	Driffill Elementary	350	0
<b>Total Capacity</b>	<b>N/A</b>	<b>13,808</b>	<b>3,222</b>



**Exhibit K**

**Matriculation of Surplus Seats**

**Oxnard School District**  
**Matriculation of Surplus Seats**

**Actual and Projected School Students from Existing Units**

Grade Level	School Year 2014/2015	School Year 2015/2016	School Year 2016/2017	School Year 2017/2018	School Year 2018/2019	School Year 2019/2020
Kindergarten	2,172	2,172	2,172	2,172	2,172	2,172
Grade 1	1,929	2,172	2,172	2,172	2,172	2,172
Grade 2	1,918	1,929	2,172	2,172	2,172	2,172
Grade 3	2,032	1,918	1,929	2,172	2,172	2,172
Grade 4	1,917	2,032	1,918	1,929	2,172	2,172
Grade 5	1,852	1,917	2,032	1,918	1,929	2,172
Grade 6	1,735	1,852	1,917	2,032	1,918	1,929
Grade 7	1,685	1,735	1,852	1,917	2,032	1,918
Grade 8	1,692	1,685	1,735	1,852	1,917	2,032
<b>Elementary School Students</b>	<b>13,555</b>	<b>13,992</b>	<b>14,312</b>	<b>14,567</b>	<b>14,707</b>	<b>14,961</b>
<b>Intermediate School Students</b>	<b>3,377</b>	<b>3,420</b>	<b>3,587</b>	<b>3,769</b>	<b>3,949</b>	<b>3,950</b>

**Oxnard School District**  
**Allocation of Surplus Seats**

**Actual and Projected Surplus School Seats from Existing Units**

Item	School Year 2014/2015	School Year 2019/2020
Actual/Projected Elementary School Students from Existing Units	13,555	14,961
Existing Elementary School Facilities Capacity	13,808	13,808
<b>Excess Elementary School Seats</b>	<b>253</b>	<b>(1,153)</b>
Actual/Projected Intermediate School Students from Existing Units	3,377	3,950
Existing Intermediate School Facilities Capacity	3,222	3,222
<b>Excess Intermediate School Seats</b>	<b>(155)</b>	<b>(728)</b>

**Exhibit M**

**Identification and Consideration of Local Funding Sources per Section  
65995.5(c)(2) and Section 65995.6(b)(3)**

Section 65995.6(b)(3) requires the School District to identify and consider any local sources other than fees, charges, dedications, or other requirements that can be used to offset the cost impacts of Future Units. Additionally, Section 65995.5(c)(2) requires the School District to subtract the amount of Local Funds, which includes commercial/industrial school fees, that the governing board has dedicated to facilities necessitated by Future Units. What follows is a summary of potential local sources, including Local Funds that were evaluated for reducing such impact.

**1. Lease Financings**

Lease financings are a means of financing facilities through a pledge of lease payments, as opposed to a new revenue source, i.e., Certificates of Participation ("COPs"), Lease Revenue Bonds ("LRBs"), etc. All lease payments associated with lease financings must be paid by the issuing school district through its existing sources of revenue. The lease payments are secured by the issuing school district's general fund.

The School District has not issued any recent lease financings to offset the impact of Future.

**2. General Obligation Bonds**

General Obligation ("GO") bonds are secured by the full faith, credit and taxing power of the issuing school district. A GO bond constitutes debts of the issuer and generally requires 2/3 approval by election prior to issuance; however, a Proposition 39 GO bond is approved by 55 percent of the votes. In return for a lower voter approval threshold under Proposition 39, the issuing school district (i) must identify a specific list of school facility projects, (ii) has limitations on the rate of maximum tax levy, and (iii) upon approval, the expenditures are monitored and audited by a citizens' oversight committee annually. Voter approval grants the school district the right to levy additional *ad valorem* taxes on all taxable property within its jurisdiction in order to pay debt service on the GO bonds.

On November 6, 2012, the voters of the School District approved Measure R, which authorized the issuance of \$90,000,000 in GO bonds. Proceeds from these GO bonds have been dedicated to the removal of relocatable classrooms and the modernization of existing facilities within the School District. Therefore, at this time, no proceeds from GO bonds are available to offset the impact of Future Units.

**3. Redevelopment Pass-Throughs**

California redevelopment law allows school districts to share in tax increment income via pass-through agreements with local redevelopment agencies. The passage of AB X1 26 eliminated redevelopment agencies as of February 1, 2012, and replaced them with successor agencies. Though redevelopment agencies have been eliminated, local educational agency's pass-through entitlements remain.

The School District currently has pass-through agreements with the City of Oxnard. Over the last five (5) years, the School District has collected approximately \$1,087,020 in redevelopment revenue from these pass through agreements. A similar amount of redevelopment revenue can be expected to be received over the next five (5) years. At this time, \$1,087,020 is considered to be available as potential funding for school facilities to house students generated from Future Units.

**4. Community Facilities Districts**

The Mello-Roos Community Facilities Act provides an alternative method for public agencies to fund facilities with useful lives of five (5) years or more. The Community Facilities District ("CFD") is a financing entity through which a local government is authorized to levy special taxes to pay debt service on issued bonds or to pay for the direct construction of facilities. A two-thirds vote of the qualified voters is required to form the CFD.

The School District has not formed any CFDs to date.

**5. School Fees**

Sections 17620 *et seq.* of the Education Code gives school districts the authority to collect statutory school fees ("School Fees") from commercial and industrial development if a justification study is prepared and certain nexus findings are made. Section 65995.5(c)(2) requires the School District to identify and consider Local Funds, which includes commercial/industrial School Fees, and to subtract such funds from the total impact created by Future Units, if such Local Funds are available.

The School District currently collects such fees in the amount of \$0.356 per square foot. In the previous five (5) years, the School District collected approximately \$1,413,032 in School Fees from commercial/industrial development. A similar amount of commercial/industrial School Fees can be expected to be received over the following five (5) years. This potential funding will be discussed further below.

**6. Identification of Existing Surplus Local Funds**

As stated in Section III.B, the School District currently has 98 unhoused students from existing residential units. Based on per-student costs calculated in Exhibit E, these existing unhoused students have a cost impact to the School District of \$10,121,035.

Over the next five (5) years, the School District will also need to construct school facilities to house students to be generated from Future Units. Using per-student costs calculated in Exhibit E, providing adequate school facilities to the 209 Projected Unhoused Students identified in Section III.C will have a cost of \$11,559,823. Table L-1 shows a summary of the school facilities needs of the School District.

**Table L-1  
Identification of School Facilities Needs (2015\$)**

<b>Item</b>	<b>Amount</b>
Current Unhoused Student Impact	\$10,121,035
Future Unhoused Student Impact	\$11,559,823
<b>Total</b>	<b>\$21,680,858</b>

As stated above, the School District has identified the following local funds: (i) a potential for \$1,087,020 in funding from redevelopment pass-through agreements and (ii) potential commercial/industrial school fees in the amount of \$1,413,032. In addition, the School District also plans to pursue State funding for the construction of school facilities to adequately house students generated from existing residential development and Future Units. Based on the current per-pupil grant amounts established by the State and the School District's site costs, the 98 existing unhoused students would generate \$3,920,873 in State funding and the 209 Projected Unhoused Students would generate \$4,950,328 in State funding (although State funding is not currently available, this Analysis assumes that State Funding will be available in the future in the amount identified). Additionally, based on Table 14 of the Analysis, the School District can expect to receive \$4,950,328 from Alternative No. 2 Fees on new residential development. Table L-2 summarizes potential funding sources to fund the school facilities needs identified in Table L-1.

**Table L-2  
Identification of Local Funds (2015\$)**

<b>Item</b>	<b>Amount</b>
Projected Redevelopment Revenues	\$1,087,020
Projected Commercial/Industrial School Fees	\$1,413,032
State Funding for Current Unhoused Students	\$3,920,873
State Funding for Projected Unhoused Students	\$4,950,328
Projected Alternative No. 2 Fees	\$4,950,328
<b>Total</b>	<b>\$16,321,581</b>

As shown in Table L-3, when considering the current and future school needs of the School District, there is currently a \$5,359,277 funding shortfall. Therefore, the School District does not have surplus funds available to offset the cost impact of Future Units.

**Table L-3  
Identification of Funding Shortfall (2015\$)**

<b>Item</b>	<b>Amount</b>
School Facilities Needs	\$21,680,858
Local Funding Sources	(\$16,321,581)
<b>Remaining Funding Shortfall</b>	<b>\$5,359,277</b>

**Exhibit M**

**Calculation of Additional Grants for General Site Development**

**Oxnard School District  
General Site Development Grant per Student Calculation**

**1. Calculation of Additional Grant Amount as a percentage of Base Per-Pupil Grant at Each School Level**

School Level	Base Per-Pupil Grant <sup>[1]</sup>	Percent	Additional Grant
Elementary School	\$10,099	6.00%	\$606
Intermediate School	\$10,706	6.00%	\$642
[1] Includes Automatic Fire Detection/Sprinkler Grant.			

**2a. Calculation of Total Grant Amount for a New School Facility at Each School Level**

School Level	Grant per New Usable Acre	Site Size	Grant per School Facility
Elementary School	\$16,122	12.6	\$203,137
Intermediate School	\$16,122	22.5	\$362,745

**2b. Calculation of Grant Amount per Student at Each School Level**

School Level	Grant per School Facility	Facility Capacity	Grant per Student
Elementary School	\$203,137	750	\$271
Intermediate School	\$362,745	1,200	\$302

**3. Determination of Total Grant per Student for General Site Development at Each School Level**

School Level	Additional Grant as a percentage of Base Per-Pupil Grant	Grant per Student	Total Grant for General Site Development
Elementary School	\$606	\$271	\$877
Intermediate School	\$642	\$302	\$944



**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Nancy Carroll

**Date of Meeting:** 4/15/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**     **X**    

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #14-206 – One World Rhythm (Carroll/Breitenbach)**

---

One World Rhythm will provide two (2) assemblies focused on music around the world. Students will be given opportunities to experience making music using instruments brought by the group. Thurgood Marshall's Strand Focus is Visual and Performing Arts. This assembly supports student understanding of how music around the world takes different forms.

**FISCAL IMPACT:**

Not to exceed \$700.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Principal, Marshall School, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-206 with One World Rhythm.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #14-206, One World Rhythm (13 Pages)  
                     Invoice #7949-1966 (2 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #14-206

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of April, 2015 by and between the Oxnard School District (“District”) and One World Rhythm (“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 **April 15, 2015** through **April 30, 2015** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Hundred Dollars (\$700.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Marlene Breitenbach  
Phone: (805) 385.1557  
Fax: (805) 983.7215

To Consultant: One World Rhythm  
1317 N. San Fernando Rd., Suite #152  
Burbank, CA 91504  
Attention: Pete Ellison  
Phone: (866) 794.1875 x102  
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.** **DR. MARLENE BREITENBACH** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**OXNARD SCHOOL DISTRICT:**

**ONE WORLD RHYTHM:**

\_\_\_\_\_  
*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 #14-206

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-206**

**SERVICES**

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

\*PER ATTACHED INVOICE #7949-1966

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #14-206

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-206**

**COMPENSATION**

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

\*\*TOTAL FEE NOT TO EXCEED \$700.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$700.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-206**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-206

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 #14-206

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-206**

**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, **ONE WORLD RHYTHM**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Lisa A. Franz*  
*Director, Purchasing*

One World Rhythm  
 1317 N. San Fernando Rd.  
 Suite #512  
 Burbank CA 91504  
 (866) 794-1875 x101



Thurgood Marshall Elementary  
 Marlene Breitenbach  
 2900 Thurgood Marshall Dr  
 Oxnard, CA 93036-6349

INVOICE # 7949-1966  
 INVOICE DUE DATE Wed April 29, 2015  
**Amount Due if paid on or before: 04/29/15 \$ 675.00 USD**  
 Amount Due if paid after: 04/29/15 \$ 700.00 USD

Item	Description	Unit Cost	Quantity	Line Total
School Assembly	One World Rhythm Event	\$ 350.00	2	\$ 700.00
Travel	Mileage/Travel	\$ 0.00	1	\$ 0.00

**Event Confirmation:**

Event Date: Wed April 29, 2015  
 Performance Start Time: 8:50am  
 Location: 2900 Thurgood Marshall Dr  
 Oxnard, CA 93036-6349  
 Duration: 1hr  
 Participant Count: 275  
 Event Contact: Marlene Breitenbach -  
 (805) 659-5806, (805) 385-1557, (805)  
 302-1729

Facilitator(s): Paul Hanson - (818) 640-9206 (Day of event cell#)

**Terms:** A discount and/or promo-code has been applied to this invoice which is valid if payment in full is made on or before Wed April 29, 2015.

PLEASE NOTE: ALL DISCOUNTS WILL BE VOID IF PAYMENT IS RECEIVED AFTER THE DUE DATE.

<b>Total</b>	<b>\$ 700.00</b>
Amount Paid	- 0.00
<b>Discount-Multiple</b>	<b>-\$ 25.00 USD</b>

booking

Amount Due

\$ 675.00 USD

**Notes**

Two Assemblies for 275 students each. 8:50-9:50\*\*\*\* 10:00-11:00 Because of the high numbers of students, there will be two instruments for each student rather than three.

**Payments**





**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Nancy Carroll

**Date of Meeting:** 4/15/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**     **X**    

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #14-207 – Mad Science of Los Angeles (Carroll/Elisondo)**

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Mad Science of Los Angeles will conduct two (2) assemblies supporting the site focus strand of environmental science during our World Oceans Day/Week.

**FISCAL IMPACT:**

\$800.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Principal, Ramona School, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-207 with Mad Science of Los Angeles.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #14-207, Mad Science of Los Angeles (13 Pages)  
Invoice, Mad Science of Los Angeles (1 Page)  
Certificate of Insurance (2 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #14-207

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of April, 2015 by and between the Oxnard School District (“District”) and Mad Science of Los Angeles (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **April 15, 2015** through **June 9, 2015** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Dollars (\$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: Dr. Marlene Breitenbach  
                                      Phone: (805) 385.1557  
                                      Fax: (805) 983.7215

To Consultant:               Mad Science of Los Angeles  
                                      15815 Monte Street, Unit 101  
                                      Sylmar, CA 91342  
                                      Attention:  
                                      Phone: (818) 909.6777  
                                      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.** **MARY ARIAS ELISONDO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**OXNARD SCHOOL DISTRICT:**

**MAD SCIENCE OF LOS ANGELES:**

\_\_\_\_\_  
*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 #14-207

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-207**

**SERVICES**

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

**MAD SCIENCE OF LOS ANGELES WILL CONDUCT TWO (2) ASSEMBLIES  
 SUPPORTING THE SITE FOCUS STRAND OF ENVIRONMENTAL SCIENCE  
 DURING OUR WORLD OCEANS DAY/WEEK**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

**VII. AMENDMENT**

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

- Not Project Related  
 Project #14-207

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-207**

**COMPENSATION**

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

\*\*TOTAL FEE NOT TO EXCEED \$800.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$800.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #14-207

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-207**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-207

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 #14-207

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-207**

**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, **MAD SCIENCE OF LOS ANGELES**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Lisa A. Franz*  
*Director, Purchasing*

Yes!



Mad Science of Los Angeles  
15815 Monte St. Unit 101  
Sylmar, CA 91342

(818) 909-6777

# Invoice

00027972

Bill To:

DATE: 6/8/15

**Ramona Elem./Partner  
804 Cooper Road  
Oxnard, CA 93030**

Customer Purchase Order:		TERMS: C.O.D.	
QTY.	DESCRIPTION	PRICE	EXTENDED PRICE
1	Changed to Event D (Gas Works) - 6/8/15 - 8:30 AM - K-2 - 300 kids - Outside	\$425.00	\$425.00
1	Event D (Gas Works) - 6/8/15 - 10:30 AM -Gr. 3-5 - 300 kids - Outside	\$325.00	\$325.00
1	Travel Fee	\$50.00	\$50.00
<p><b>TERMS: We are offering an early bird/partner discount of \$80 if your payment (cash or check only) will be in our office on or before 5/25/15. The discounted amount due is \$720. Please mail your payment to the address at the top of this invoice. Thank you.</b></p>			
School check will be issued. Edith Marin, Off. Mgr., handling payment (805-385-1569).  Set Up By: Harwood Consulting,		Total Amount:	\$800.00
		Amount Applied:	\$0.00
		BALANCE DUE:	\$800.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2014

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).

<b>PRODUCER</b> Hylant Group Inc - Toledo 811 Madison Ave Toledo OH 43604	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 419-255-1020      FAX (A/C, No): 419-255-7557 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Com</td> <td>22357</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co	18058	INSURER B : Hartford Accident and Indemnity Com	22357	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> M&JKI-1 M&J Kids Scientific Inc dba Mad Science of Los Angeles 15815 Monte St, Ste 101 Sylmar CA 91342															

**COVERAGES**

CERTIFICATE NUMBER: 1299512575

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molest. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		PHPK1187893	7/1/2014	7/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 A&M \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1187893	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	45WECBW5158	11/1/2014	11/1/2015	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Oxnard School District is and Additional Insured per form CG2026.

**CERTIFICATE HOLDER**

Oxnard School District  
 1051 S. 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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Oxnard School District  
1051 S. A Street  
Oxnard CA 93030

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





## **PART 1: COVER LETTER**

*Greetings Friends at Juan Lagunas Soria School,*

Thank you for this opportunity to partner with you to make an impact on the students in your district. Below are three ways your students will benefit from my program:

- 1. 100% POSITIVE MESSAGE** – I was never into drugs or drinking, so my message doesn't come from a negative perspective. Instead, I show students how one teacher helped me drop the victim mindset and become a leader. Through her guidance, I learned how to make positive choices and break free from the bullying cycle. You can trust me to deliver a clean speech, free from any profanity or from controversial topics like politics, religion, or sexuality.
- 2. EMPOWERING STUDENTS** – Rather than the typical "Don't be a bully!" message, I teach students how to have a positive impact on their school culture. My message captivates students because it's delivered with authenticity and clarity. Through audience participation, I show them how to BE THE CHANGE on their campus (my closing challenge at the end of the speech).
- 3. BEST FOLLOW-UP PROGRAM** – My live event comes with what I believe to be the most comprehensive follow-up program of any national youth speaker today. At the end of my speech, I also provide a free copy of the Victimproof Book and DVD Curriculum with 30 short video lessons for students. Plus every student gets a download card allowing them to save off their own copy of the Victimproof eBook. This serves as a 12-month follow-up program to my live event! Preview it at [www.TomThelen.com](http://www.TomThelen.com).

As you review my program, I hope you find it to be the **BEST VALUE** for your students and staff. Thanks again for the opportunity, and I look forward to partnering with you!

Thanks,

A handwritten signature in blue ink, appearing to read "Tom Thelen". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Tom Thelen | Youth Motivational Speaker

**PART 2: SCOPE OF SERVICES**

**Description:** Tom Thelen will travel to **Oxnard, CA** to present **four** student assemblies and **two** adult presentations on bullying prevention on April 22nd, 2015. Even schedule TBD. Total speaker fee is \$5,970 (which equals \$995 x 6 speeches).

- Includes:**
- All-inclusive pricing, travel, food, expenses, etc. Nothing further will be billed.
  - Follow-Up Program: 1 Free Copy of the Victimproof Book and 1 Free Copy of the Victimproof DVD Curriculum with 30 video lessons for students.
  - Digital Download Cards of the Victimproof book, providing an eBook for every student.
  - Discussion Guide Worksheet for use in small groups or in the classroom.
  - Conference call meeting with Tom to help plan the event (if needed).
  - Access to customizable posters and photos to promote the event.

**Schedule: Wednesday, April 22nd, 2015:**

- K – 1<sup>st</sup> Assembly Time: \_\_\_\_\_ TBD
- 2<sup>nd</sup> – 3<sup>rd</sup> Assembly Time: \_\_\_\_\_ TBD
- 4<sup>th</sup> – 5<sup>th</sup> Assembly Time: \_\_\_\_\_ TBD
- 6<sup>th</sup> – 8<sup>th</sup> Assembly Time: \_\_\_\_\_ TBD
- Teacher Training Time: \_\_\_\_\_ 3:10 pm - 4:10 pm
- Parent Program Time: \_\_\_\_\_ 6:00 pm

**PART 3: SIGNATURES**

Thank you for the opportunity to partner with you on this important message. Please sign below to indicate acceptance of the terms and conditions of this agreement.



Tom Thelen, SPEAKER

3/5/2015  
(date)

\_\_\_\_\_  
(Agreement Representative) (date)  
Lisa A. Franz, Dir. Purchasing

## **PART 4: PROGRAM NOTES**

1. **Planning Resources:** Download free customizable posters, parent announcements, hi-res photos, discussion guide, and more resources at <http://TomThelen.com/youth-speaker>.
2. **Audio-Visual:** Tom's audio-visual requirements include one microphone (preferably wireless) and a projector and screen combination with **audio & video** playback capability. Tom will present using his own laptop and clicker. If the school cannot support the technology, it will not be a problem; Tom often presents without the PowerPoint. No worries! 😊
3. **8-Foot Table:** Tom will bring a small amount of T-shirts and books to be available for purchase after his presentation. Please provide an 8-foot table for Tom to set out his books and shirts.
4. **Additional Notes:** If you have any additional notes, please provide them in the space below:

## **PART 5: TERMS & CONDITIONS**

1. This contract is made between Character Programs LLC, owned by Tom Thelen (hereinafter referred to as "SPEAKER"), and your organization (hereinafter referred to as "CLIENT"). Any disputes between CLIENT and SPEAKER shall be governed by Michigan law, the state of residency for the SPEAKER.
2. Payment terms are NET30. Make checks payable to Tom Thelen, and send them to 11391 Trent Dr. SE, Lowell MI 49331. We cannot hold the date(s) until receiving the 50% deposit check.
3. The prices quoted in this contract are good for 60 days from the date of SPEAKER'S signature. The contract is only valid if signed by CLIENT at least 30 days prior to the first day of the live event(s). This gives us time to secure good travel rates.
4. Discount rates apply to multi-speech engagements only. If the number of speeches is changed by you, we reserve the right renegotiate this agreement in good faith.
5. When you return this signed agreement, we place a "hold" in the SPEAKER'S calendar (meaning we will not sell the date to another group without first contacting you). To make the date firm, please send a deposit equal to 50% of the TOTAL CONTRACT AMOUNT. The remaining 50% is due to the SPEAKER via check when he arrives on the first day of the event(s).
6. Audio or video taping of SPEAKER'S program is allowed only when permission has been granted by SPEAKER and the speaker is given a master copy. Sales of tapings are not permitted.
7. Additional services beyond those listed in the Scope of Services are subject to additional costs.
8. This program should not be considered legal counsel or professional counseling. Tom Thelen is an author and motivational speaker, and his program is not legal counsel or professional counseling. All students dealing with bullying and destructive decisions should seek professional counseling by a separate service provider.
9. If this agreement is canceled by CLIENT more than 60 days prior to the event, the speaker deposit is 100% refundable. If this agreement is canceled by CLIENT less than 60 days prior to the event, the speaker deposit is non-refundable.
10. If SPEAKER commences travel to the event and this agreement is canceled due to an Act of God (example: ice storm, earthquake, flight cancellations) or due to a dangerous situation (example: riots, violence), SPEAKER will refund the speaker deposit, less any travel expenses.
11. If this agreement is canceled by SPEAKER due to an unforeseen emergency or illness of the SPEAKER, SPEAKER will refund 100% of the speaker deposit.

**PART 6: INVOICE**

**Tom Thelen – Youth Speaker**

Character Programs LLC (Tom Thelen, Owner)  
11391 Trent Drive SE, Lowell MI 49331  
Phone: (616) 987-0444  
Fax: (707) 897-0444  
[Tom@TomThelen.com](mailto:Tom@TomThelen.com)

**INVOICE**

Invoice Number: 1579  
Date: 3/5/2015

**CLIENT INFORMATION:**

Billing Address:		Shipping Address:	
Name:	Dr. Naomi Cortez	Name:	NA
Organization:	Juan Lagunas Soria School	Organization:	
Address:	3101 Dunkirk Drive, Oxnard, CA 93035	Address:	
Phone, Email	(805) 385-1584 ext. 7819	Phone:	

Shipping Method:

**ORDER INFORMATION:**

Qty	Service Description	Amount Each	Amount
6	Live Presentations with Tom Thelen on 04/22/15	\$995 each (Multi-Discount Rate)	\$5,970.00
1	All Travel Costs & All Expenses	Included	-
1	Victimproof Book + DVD Curriculum	Included	-
1,100	Victimproof eBook Download Cards	Included	-
		<b>GRAND TOTAL DUE:</b>	<b>\$5,970.00</b>
		<b>50% Due Now</b>	<b>\$2,985.00</b>
		<b>50% Due Day of Event</b>	<b>\$2,985.00</b>

**Notes:**

If this is agreeable to you, please sign and return this document via email ([tom@tomthelen.com](mailto:tom@tomthelen.com)), or fax it to us at 707-897-0444. **We cannot hold the date until receiving the 50% deposit. Make check payable to: Tom Thelen, 11391 Trent Drive SE, Lowell, MI 49331.** The remaining 50% is due to Tom Thelen via check when he arrives on the day of the event.

Additional Services: Upon signing this agreement, your school will be eligible for 50% off any books, DVDs, or curriculum by Tom Thelen. In addition, we can provide the following custom quote. Let us know if you are interested in adding these.

- Victimproof.org All-School Digital Access Pass with Curriculum and Teacher Guide for all video lessons. \$500.
- 30 Victimproof DVD Curricula + 30 Victimproof Books: \$900 (= \$30 per DVD & Book set).

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Nancy Carroll

**Date of Meeting:** 4/15/15

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

**Approval of Agreement #14-209 – Art Trek Inc. (Carroll/Thomas)**

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Art Trek Inc. will provide art lessons during after school hours for students attending Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria Schools.

**FISCAL IMPACT:**

Not to Exceed \$10,000.00 – Unrestricted General Fund  
**(\$1,000.00 per school plus additional classes billed at \$333 per class/per school):**

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-209 with Art Trek Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-209, Art Trek Inc. (1 Page)

**OSD AGREEMENT #14-209**

**ART TREK, INC.**

A 501 (C) (3) non-profit organization  
2015 Oxnard After School Program



This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street, Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd., Newbury Park, CA 91320](#).

Oxnard School District finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**SERVICES:** Art Trek shall provide the following services to your school:

Provide one (1) teacher to provide enrichment for students at Curren, Driffill, Kamala, Lemonwood, Chavez and Soria for the months of April, May and June, 2015.

Oxnard shall be charged for 1.5 hours of instruction per month per school which includes set up, instruction and clean up.

In addition the cost includes all lesson prep, materials, administrative fees, on-site visits, oversight of program and a visual and written report at the conclusion of the contract prior to the close of school.

**COST OF PROGRAM FOR SIX SCHOOLS (18 classes): \$ 6000.00\***

\*Any additional classes shall be invoiced at \$333 per class which includes the cost of all the above services.

**INVOICING:**

Invoicing shall be once a month after the completion of the last class for that month.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

**ART TEK INC:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
Nan Young, Director

\_\_\_\_\_  
Lisa A. Franz, Director. Purchasing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Nancy Carroll

**Date of Meeting:** 4/15/15

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

**Approval of Agreement #14-210 – Mad Science of Los Angeles (Carroll/Thomas)**

Mad Science of Los Angeles will offer enrichment activities for students at the K-8 schools in Oxnard School District: Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the Statewide testing.

**FISCAL IMPACT:**

Not to exceed \$10,000.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-210 with Mad Science of Los Angeles.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-210, Mad Science of Los Angeles (1 Page)

**AGREEMENT #14-210 BETWEEN  
MAD SCIENCE OF LOS ANGELES AND OXNARD SCHOOL DISTRICT  
FOR “SHOOT FOR THE STARS” ACTIVITIES AT  
CHAVEZ, CURREN, DRIFFILL, KAMALA, LEMONWOOD & SORIA SCHOOLS**

The scope of this document is to define the roles and responsibilities of Mad Science of Los Angeles (Consultant) in providing lessons and activities for the K-8 Schools in Oxnard School District (OSD): Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria. The purpose is to provide the Mad Science “Shoot for the Stars” activities for the students these schools.

This serves as a Memorandum of Understanding and Responsibility Agreement that **Mad Science of Los Angeles** and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students enrolled in OSD K-8 schools. Both the Consultant and OSD, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science of Los Angeles agrees to:**
  - a. Provide Science lessons from their “Shoot for the Stars” curriculum.
  - b. Provide pre and post presentation activities to be completed by participating students.
  - c. Certify that presenters have been fingerprinted and TB tested.
  - d. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
  
2. **Oxnard School District agrees to:**
  - i. Compensate Mad Science of Los Angeles for individual workshops for 25 students at a rate of \$370 per workshop or \$345 with the early payment discount.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 16, 2015-June 30, 2015.

**MAD SCIENCE OF LOS ANGELES:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Lisa Balmain-Nasady, Sales Representative  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**AMENDMENT #3 TO AGREEMENT #14-48 with  
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL  
April 15, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #2 in the amount of \$11,760.00 to cover an increase in services bringing the total agreement amount to \$82,320.00. The increase was due to the placement of two (2) more preschool students at a cost of \$735 per month from December 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$15,435.00 for a total cost of \$97,755.00 for 2014-2015. The increase is due to the placement of four (4) more preschool students at a cost of \$735 each per month through July 2015; including Extended School Year.

Students:     KB021510  
                  SP022712  
                  NL071811  
                  GH052311

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

By: \_\_\_\_\_  
      Victoria Elliott, Director

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
      Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

**AMENDMENT #2 TO AGREEMENT #14-48 with  
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL  
February 18, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$11,760.00 for a total cost of \$82,320.00 for 2014-2015. The increase is due to the placement of two (2) more preschool students at a cost of \$735 each per month from December 2014 through July 2015; including Extended School Year.

Students: MM110311  
              KM110311

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

By: \_\_\_\_\_  
Victoria Elliott, Director

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

**AMENDMENT #1 TO AGREEMENT #14-48 with  
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL  
October 15, 2014**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-48, by \$8,820.00 for a total agreement amount of \$70,560.00 for 2014-2015. The increase is due to the placement recommendation of one (1) more Preschool student at a cost of \$735 per month, August 2014 through July 2015, including Extended School Year.

Student: MC010711

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

\_\_\_\_\_  
*Victoria Elliott, Director*

\_\_\_\_\_  
*Date*

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Lisa A. Franz, Director, Purchasing*

\_\_\_\_\_  
*Date*



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-48

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of August 20, 2014 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (7)

RA062911	NH010910
TA120909	AV040310
IC030810	SW061110
AG100710	

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2014-2015** school year at a cost of \$735 per month for 12 months for each Preschool student (7 students), beginning August 2014, including Extended School Year (ESY) through July 2015; amount not to exceed **\$61,740**.



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

Page 2

AGREEMENT #14-48

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required

reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed approximately \$61,740 for students listed on cover page one of this Agreement #14-48.





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

Page 3  
AGREEMENT #14-48

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or

contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or

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



# OXNARD SCHOOL DISTRICT

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

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AGREEMENT #14-48

change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

8-28-14  
Date

Lisa A. Franz  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

8/20/14  
Date

Victoria Elliott  
Victoria Elliott, Director  
Assistance League School, Nonpublic, Nonsectarian School

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Nancy Carroll

**Date of Meeting:** 4/15/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**     X    

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #6 to Agreement #14-50 - Ventura County Office of Education, Paraeducator Services - SCP (Carroll/Phipps)**

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At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-50 with Ventura County Office of Education (VCOE), for exceptional services to special education students that consists of support from Special Circumstances Paraeducators (SCPs) for the 2014-2015 school year, including Extended School Year, in the amount not to exceed \$380,894.23.

At the Board meeting of October 1, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$12,255.99 to cover an increase in services bringing the total contract amount to \$393,150.22 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of December 10, 2014, the Board of Trustees ratified Amendment #2 in the amount of \$6,142.50 to cover an increase in services bringing the total contract amount to \$399,292.72 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #3 in the amount of \$32,960.95 to cover an increase in services bringing the total contract amount to \$432,253.67 for 2014-2015. The increase was due to the placement of two (2) more students with Paraeducator service agreements for 2014-2015.

At the Board meeting of March 4, 2015, the Board of Trustees ratified Amendment #4 in the amount of \$18,780.28 to cover a decrease in services bringing the total contract amount to \$413,473.39 for 2014-2015. The decrease was due to yearly IEP meetings held to review three (3) students with current Paraeducator service agreements for 2014-2015.

At the Board meeting of March 18, 2015, the Board of Trustees ratified Amendment #5 in the amount of \$39,394.39 to cover an increase in services bringing the total contract amount to \$452,867.78 for 2014-2015. The increase was due to the placement of three (3) more students with Paraeducator service agreements for 2014-2015.

The actual cost for services has now changed and it is necessary to increase the amount of Agreement #14-50 by \$55,986.77 for a total agreement amount of \$508,854.55 for 2014-2015. The increase is due to annual IEP meetings held to review the two (2) students current Paraeducator service agreements for 2014-2015.

Students:	NC092306	\$24,715.67
	JA031802	\$31,271.10

**FISCAL IMPACT:**

\$55,986.77 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #6 to Agreement #14-50 with the Ventura County Office of Education for Paraeducator Services (SCP's), in the amount of \$55,986.77.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #6, Ventura County Office of Education (2 Pages)  
Amendment #5, Ventura County Office of Education (3 Pages)  
Amendment #4, Ventura County Office of Education (3 Pages)  
Amendment #3, Ventura County Office of Education (2 Pages)  
Amendment #2, Ventura County Office of Education (1 Page)  
Amendment #1, Ventura County Office of Education (1 Page)  
Agreement #14-50, Ventura County Office of Education (12 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 27, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NC092306, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5. hours daily and bus aide 2 hours daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/27/2015 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2014-2015</u> (1/27/15-6/30/15) \$ <u>24,715.67</u>	+	UPCOMING: <u>2015-2016</u> ( ) \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 24,715.67 for fiscal year 14-15

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











# AGREEMENT

## FOR PARAEDUCATOR PERFORMING SPECIAL CIRCUMSTANCES SERVICES

This Agreement, effective 1/29/15 is made by and between the Ventura County Superintendent of Schools Office, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JL080602

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of district and currently attends, Foster School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by district or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstance services, bus aide 1 hour per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/29/15 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> ( <u>1/29/15-6/30/15</u> )	UPCOMING: <u>2015-2016</u> ( )
(including ESY, if applicable)	\$ <u>2,650.00</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Estimated Cost \$ 2,650.00 for fiscal year 14-15**

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

ML062907

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/13/14 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (11/13/14-6/30/15)	UPCOMING: <u>2015-2016</u> ( )
(including ESY, if applicable)	\$ <u>27,362.23</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD [REDACTED] SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: \_\_\_\_\_

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: [Signature]  
Business Services Authorized Representative

Date: 1/14/15

Estimated Cost \$ 27,362.23 for fiscal year 14-15

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

LC051401

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/13/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (25,792.15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: 11/13/15

Estimated Cost \$ 25,792.15 for fiscal year 14-15



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 10, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

EV031402

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/10/2014 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> (12/10/14-6/30/15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ <u>22,753.50</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: 1/23/15

Estimated Cost \$ 22,753.50 for fiscal year 14-15





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 16, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MP121108

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, for 60 days.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/16/14 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> ( )	+	UPCOMING: <u>2015-2016</u> ( )
(including ESY, if applicable)	\$ _____	+	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
 Business Services Authorized Representative

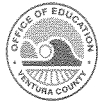
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 7,168.82

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





# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 8/27/14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT, JS010805

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/18/14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> ( )	UPCOMING: <u>2014-2015</u> (8/18/14-5/15/15)
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

Oxnard SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: \_\_\_\_\_

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: [Signature]  
Business Services Authorized Representative

Date: 9/15/14

Estimated Cost \$ 6,142.50

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective August 27, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JA031802

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5 hrs. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/27/14 (IEP date-11/15/2013), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	(8/27/14-10/30/14)
(including ESY, if applicable)	\$ _____	\$ <u>12,255.99</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: 7/17/14

Estimated Cost \$ 12,255.99





# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 12/18/2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EV, DOB: 03/14/2002 a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP) 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/18/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	( )
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 35,844.08

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 10/23/13 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NF . DOB: 7/6/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 390 mins/day throughout school day and bus aide, to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	( )
(including ESY, if applicable)	\$ <u>34,959.69</u>	+ \$ <u>3,884.41</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$38,844.08

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 1-14-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for BL, DOB: 9-15-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP paraeducator.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 1-14-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT 2013-2014	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 37,922.53



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective October 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EC - DOB: 9/29/2002, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	( )
	\$ <u>29,272.68</u>	\$ <u>6,571.42</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 35,844.08

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 5-8-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for MB DOB: 2-15-04 a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP and bus aide.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 5-8-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **\$37,922 plus \$6128 (bus aide)**



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR, a Special Education pupil who is a resident of Oxnard Elementary School DISTRICT and currently attends Phoenix school, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 6 hrs daily, during school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin April 4, 2014 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNRD ~~UNION HIGH~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

\_\_\_\_\_  
Title:

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

\_\_\_\_\_  
Date:

Date: \_\_\_\_\_

Estimated Cost \$ 35,000.00 \_\_\_\_\_



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective February 7, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, LC - DOB: 5/14/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs per day throughout school day, and bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/04/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> (1/13/14-6/30/14)	UPCOMING: <u>2014-2015</u> (8/21/14-12/4/14)
(including ESY, if applicable)	\$ <u>21,506.46</u>	\$ <u>14,337.64</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 35,844.08

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective April 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JP DOB: 3/9/2004, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/23/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	( )
	\$ _____	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 6,818.00/year for bus aide





# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective November 7, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for AL 6/2/2009, a Special Education pupil who is a resident of DISTRICT and currently attends, Dos Caminos preschool a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 165 mins daily, throughout the school day.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 11/7/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> (\$14,400.00)	+	UPCOMING: <u>2014-2015</u> (\$3,600.00)
\$ _____			\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
 Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
 Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost **\$ 18,000.00**



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 4-30-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for KS DOB: 12-9-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of a SCP Paraeducator services throughout school day.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin 4-30-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>	
(including ESY, if applicable)	\$ <u>6,576.30</u>	+	\$ <u>26,305.16</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Oxnard Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ **\$32,881.46**



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective March 20, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML DOB: 6/29/2007, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/20/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> ( )	UPCOMING: <u>2014-2015</u> ( )
	\$ _____	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 23,000.00

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



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 02/27/2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KB Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 02/27/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> ( <u>    </u> ) \$ <u>14,738.38</u>	+	UPCOMING: <u>2014-2015</u> ( <u>    </u> ) \$ <u>22,107.54</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_  
 Special Education Authorized Representative

Title: \_\_\_\_\_

Approved By: \_\_\_\_\_  
 Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 36,845.92

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

**BOARD AGENDA ITEM**

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **April 15, 2015**

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

**Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints, Third Quarter (Vaca)**

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**DESCRIPTION OF AGENDA ITEM:**

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, during the third quarter, a complaint in the areas of Textbooks and Instructional Materials, Teacher Misassignment, and Facility Conditions was received.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

**ADDITIONAL MATERIAL(S):**

- Quarterly Report on Williams Uniform Complaints, Third Quarter (1 page)
- Attachment to Quarterly Report on Williams Uniform Complaints (2 pages)

## Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

**Fiscal Year 2014-15**

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **April 2015 (1/01/15 – 3/31/15)**

Date for information to be reported publicly at governing board meeting: **April 15, 2015**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<b>General Subject Area</b>	<b>Total # of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
<b>Textbooks and Instructional Materials</b>	1	1	0
<b>Teacher Vacancy or Misassignment</b>	1	1	0
<b>Facilities Conditions</b>	1	1	0
<b>TOTALS</b>	3	3	0

**Dr. Cesar Morales**

Print Name of District Superintendent

Signature of District Superintendent

Attachment to Quarterly Report on Williams Uniform Complaints: April 15, 2015

<b>Complaint</b>	<b>Resolution</b>
<p>“Failure to provide adequate bathroom facilities for students at Elm Street School. Facilities are in dire need of improvement. Over 900 students share four portable restrooms.”</p>	<p><b>Resolution Response to State Priority #1 re: Facilities Conditions</b></p> <p>The problem is not the condition of the restrooms because the flooring, partitions and toilet fixtures have all been replaced within the last two years. The problem is with the lack of restroom facilities for the size of enrollment. Because of the overuse they get, the restrooms become completely unsanitary in just a few hours. To remedy this, several months ago, a mid-day custodian was hired to do nothing but monitor and clean that restroom (the only one on the playground) which has helped. Considering that a new Elm Street School is scheduled to be built, the District will continue to support Elm Street School's restroom issues with the additional custodial support.</p>
<p>“Teachers are placed in the classrooms without proper training or expertise.”</p> <p>Request is made for the “Hiring of experienced personnel (administrators, principals and teachers) to support and provide an equitable education specifically to English Language Learners.”</p>	<p><b>Resolution Response to State Priority #1 re: Teacher Misassignment</b></p> <p>The District continues to hire experienced administrators, principals, and teachers. There is an emphasis in hiring highly qualified teachers, as defined by the No Child Left Behind (NCLB) regulations.</p>
<p>“Failure to provide proper educational materials for EL students and EL access to core curriculum as differentiated by proficiency levels (math, science, and language arts) (e.g. TK and newcomer classes).”</p> <p>“Students receiving education through the district’s Dual Language Immersion have not been provided with an articulated curriculum.”</p> <p>“Defined, articulated and written curriculum for Academies at the intermediate schools (Frank-Marine Sciences and Engineering/Robotics, Haydock-Arts and Sciences, and Fremont- Environmental Science and 3-Dimensional Design).”</p>	<p><b>Resolution Response to State Priority #1 re: Textbooks and Instructional Materials</b></p> <p>The Oxnard School District’s current textbook adoptions are listed on the attached table.</p>

## Oxnard School District Adoptions

	Reading/ Language Arts	Reading/ Language Arts Intensive Intervention for Gr. 4-8	ELD (If separate from core program 2 RLA)	Mathematics	Mathematics Intervention Grades 4-7 students two or more yrs. below grade level. <b>Grade 8 Algebra Readiness for students needing pre- Algebraic skills</b>	History/ Social Science	Science
<b>K-3</b>	Houghton Mifflin <i>A Legacy of Literacy</i> 2002			Scott Foresman- Wesley Addison <i>enVisionMath California</i> 2008		Pearson Scott Foresman <i>History Social Science for CA</i> 2005	Macmillan <i>California Science</i> 2008
<b>4</b>	Houghton Mifflin <i>A Legacy of Literacy</i> 2002	Sopris West <i>Language!</i> 4 <sup>th</sup> Edition 2008	Hampton Brown <i>Avenues</i> 2005	Scott Foresman- Wesley Addison <i>enVisionMath California</i> 2008	Glencoe/ McGraw-Hill <i>California Math Triumphs</i> 2008	Pearson Scott Foresman <i>History Social Science for CA</i> 2005	Macmillan <i>California Science</i> 2008
<b>5</b>	Houghton Mifflin <i>A Legacy of Literacy</i> 2002	Sopris West <i>Language!</i> 4 <sup>th</sup> Edition 2008	Hampton Brown <i>Avenues</i> 2005	Scott Foresman- Wesley Addison <i>enVisionMath California</i> 2008	Glencoe/ McGraw-Hill <i>California Math Triumphs</i> 2008	Pearson Scott Foresman <i>History Social Science for CA</i> 2005	Macmillan <i>California Science</i> 2008
<b>6</b>	Houghton Mifflin <i>A Legacy of Literacy</i> 2002	Sopris West <i>Language!</i> 4 <sup>th</sup> Edition 2008	Content Based	Scott Foresman- Wesley Addison <i>enVisionMath California</i> 2008	Glencoe/ McGraw-Hill <i>California Math Triumphs</i> 2008	Glencoe <i>Discovering Our Past: Ancient Civilizations</i> 2005	Macmillan <i>California Science</i> 2008
<b>7</b>	Holt <i>Literature and Language Arts</i> 2002	Sopris West <i>Language!</i> 4 <sup>th</sup> Edition 2008	Content Based	McDougal Littell <i>CA Math Course 2</i> 2008	Glencoe/ McGraw-Hill <i>California Math Triumphs</i> 2008	Pearson Prentice Hall <i>Prentice Hall Social Studies</i> 2006	Holt Rinehart Winston CA <i>Life Science</i> 2007
<b>8</b>	Holt <i>Literature and Language Arts</i> 2002	Sopris West <i>Language!</i> 4 <sup>th</sup> Edition 2008	Content Based	McDougal Littell <i>CA Algebra</i> 2008	UCLA Mathematics Department <i>Introduction to Algebra</i> 2008	Pearson Prentice Hall <i>Prentice Hall Social Studies</i> 2006	Holt Rinehart Winston CA <i>Physical Science</i> 2007



## **BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: April 15, 2015

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

### **LIABILITY CLAIM: VCBA06891A1 (Vaca/Magaña)**

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On February 5, 2015, the Oxnard School District received a Verified Claim from a parent on behalf of the claimant, a minor and student with the Oxnard School District.

The claim states that the student experienced a right clavicle fracture, while playing soccer during recess. The claim also states the District is responsible for the injury because of the lack of adequate supervision.

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 VCBA06891A1.

### **ADDITIONAL MATERIAL**

None.

**BOARD AGENDA ITEM**

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

**Date of Meeting: 4/15/15**

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

**Approve: Out of State Conference request for District Nurse – Pennsylvania  
(Carroll/Phipps)**

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**DESCRIPTION:**

The Board’s approval is requested for Jennifer Lasley, School District Nurse to attend the National Association of School Nursing conference in Philadelphia, Pennsylvania from June 24<sup>th</sup> to June 27<sup>th</sup>. Mrs. Lasley has been asked to present her Master’s Project work in School Nursing at the annual national conference.

Mrs. Lasley’s attendance at this conference will highlight the good work that we are doing in the Oxnard School District. In addition, by attending other workshops she will bring back up to date legislation and best practices in the area of School Nursing that will benefit our District.

**FISCAL IMPACT:**

Not to exceed \$1,400 for registration and lodging, to be paid from Special Education funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Director of Pupil Services that the Board of Trustees approve the out of state conference attendance as outlined above.

**ADDITIONAL MATERIAL(S):**

Attached: Workshop information



## Monday, June 22<sup>nd</sup>

**3:00 PM – 7:00 PM**

Preconference Registration Opens

## Tuesday, June 23<sup>rd</sup>

### PRECONFERENCE

**7:00 AM - 8:30 AM**

#### **Breakfast of Presidents**

The Breakfast of Presidents provides an opportunity for NASN President, Carolyn Duff, to share relevant and timely health and education priorities and to hear from affiliate presidents their current challenges and opportunities in advancing school nursing practice to improve student health. This event is reserved for the current presidents of NASN's 51 affiliate school nurse organizations. If you are NOT a current president, please check with your state school nurse association president and/or other association leadership to inquire about attending before adding this ticketed event to your registration.

Cost: \$50

**7:00 AM - 7:00 PM**

*Registration Opens*

**8:00 AM - 12:30 PM**

*AM Preconference Session*

#### **PC01: School Nurses' Writing for Publication Workshop**

The purpose of this preconference session is to enable the participant to advance writing skills that lead to publication.

Kristy Martyn, Julia Cowell, Donna Lynn Rew, Susan Breitenstein, Mark Hayter, Julia Olsta, Barbara Velsor-Friedrich, Mayumi Willgerodt  
4 CNE Hours

**08:00 AM - 01:00 PM***AM Preconference Session***PC02: School Emergency Triage Training (SETT)**

The purpose of this preconference session is to enable the learner to lead the triage situation in a school emergency with mass casualties. School nurses are expected to respond quickly and decisively when an emergency situation occurs by providing quality care for the victims. In the event the emergency involves multiple casualties, having a prepared emergency response team to assist the leader and first responder in schools, the school nurse, will ultimately save lives.

Christine Tuck  
4.5 CNE Hours

**08:00 AM - 04:00 PM***Full-Day Preconference Session***PC03: Helping Administer to the Needs of the Student with Diabetes in School (H.A.N.D.S.<sup>SM</sup>)**

The purpose of this preconference session is to enhance the school nurses' knowledge and skills related to care coordination of students with diabetes in school, and to equip the school nurse with tools and resources to facilitate effective diabetes management at school.

Susan Hoffmann, Nancy Jones  
6.5 CNE Hours

*Full-Day Preconference Session***PC04: Pediatric First Aid for Caregivers and Teachers: NASN Instructor Course**

The American Academy of Pediatrics and the National Association of School Nurses are pleased to bring you the Pediatrics First Aid for Caregiver and Teachers (PedFACTS) Instructor Course. PedFACTS is a pediatric first aid course designed to give caregivers and teachers the training to effectively respond to medical emergencies in children. School nurses who meet eligibility criteria and successfully complete the pre-course and onsite components will become PedFACTS instructors. New instructors can then lead PedFACTS courses in their local communities. The core of the PedFACTS course will be presented through lectures, small group discussions, and hands-on skills stations. Through a train-the-trainer model, the content of the program will be presented as well as best practices for facilitation of future courses. Upon completion of the PedFACTS NASN Instructor course, participants will be able to recognize and treat an infant, children and adults who require CPR, demonstrate how to use a nebulizer, MDI with spacer and an epinephrine auto-injector. As a participant of this training you will be walked through the course from start to finish so that you have the first-hand experience with all elements of the course prior to taking on the instructor role in your own PedFACTS courses.

Enrollment is limited to 36 participants in order to maintain small groups for discussion and hands-on skills stations.

**Pre-Course work, including review of the PedFACTs, Second Edition participant manual and completion of a brief online pretest will be required prior to attending the course. Additionally, participants will need to complete the Instructor Online Orientation and Exam via the PedFACTs Website prior to the course. To learn more about the requirements and role of the PedFACTs Instructor, visit [www.pedfactsonline.com](http://www.pedfactsonline.com), and choose the "Become an Instructor" link in the "Instructor" section.**

Danette Glassy, Gregory R. Brown, Nancy Bellamy  
6.5 CNE Hours

*Full-Day Preconference Session***PC05: Mental Health Training for Health Providers in Schools – Advanced Practice Session**

The MH-TIPS Advanced Practice Session builds on the MH-TIPS online training program and provides participants with the opportunity for in-depth behavioral practice and expert coaching in mental health best practices designed for delivery by school health providers. Participants will receive an overview of the MH-TIPS training content and concentrated training in strategies and skills to promote positive and supportive interactions for student mental health issues and mental health intervention best practices for delivery by school health providers. Participants will engage in in-depth behavioral practice of these skills and receive expert coaching and feedback.

Sharon Stephan, Jill Bohnenkamp, Dian Baker  
6 CNE Hours

*Full-Day Preconference Session***PC06: Physical Assessment: Growing Up Is Fun to Do**

The purpose of this preconference session is to enable the learner to review pediatric growth and development from infancy through adolescence, review physical assessments and discuss the management of many of the most common pediatric illnesses of the eyes, ears, nose and throat plus diarrheal illnesses.

Jane Chevako  
6.5 CNE Hours

*Full-Day Preconference Session***PC07: Spanish Today for Medical Professionals**

This 6-hour offering will help medical professionals to communicate effectively with their Hispanic patients and families. Participants will learn not only the basics of the Spanish language, but learn to make appointments, talk about family members, talk about pain location and body parts, effectively communicate the pain scale, patient history and symptoms, present illness/injury and give directions for the exam. Participants will also learn how to quickly build trust with their Hispanic patients and their families with important cultural information included in the seminar.

Vendla Smith  
6 CNE Hours

*Full-Day Preconference Session***PC08: Johnson & Johnson School Health Leadership Fellows Alumni Preconference Session  
(Invitation Only)**

The purpose of this preconference session is to enable the learner to create enduring change in schools and communities for Johnson & Johnson alumni. Participants will be given the opportunity to share what works and lessons learned.

Laura Fenster Rothschild, Laura Hoge, Thomas Griffin, John Kriger, Danielle Cooper, Sarah Stuby  
6 CNE Hours

**Johnson & Johnson Fellows Alumni can register for this free session by visiting**  
[https://rutgers.qualtrics.com/SE/?SID=SV\\_cuLP5wdsezLkBhz](https://rutgers.qualtrics.com/SE/?SID=SV_cuLP5wdsezLkBhz)

**08:30 AM - 04:30 PM**

**Leadership Academy: Excellence in School Health Leadership (Invitation Only)**

This signature NASN Leadership Academy provides valuable information, resources and tools to best serve affiliate school nurse organizations in an atmosphere of collegial networking.

Carolyn Duff, Margaret Cellucci, Jessica Porter, Marjorie Cole, Barbara Jones, Anne Harty, Tom Karlya, Beth Mattey  
6 CNE Hours

**01:15 PM-05:45 PM**

*PM Preconference Session*

**PC09: Cultural Competency: Strategies to Reduce Health Disparities in School-age Children**

The purpose of this preconference session is to enable the attendee to practice the principles of cultural competency in order to be more sensitive to the needs of their school populations and improve student health outcomes.

Maria Matza, Jessica Porter, Mary Jue, Barbara Parker, Monica Rodgers, Linda Hummingbird, Erin Maughan  
4 CNE Hours

**4:30 PM - 5:30 PM**

Past NASN Directors Get-Together

**4:30 PM - 6:30 PM**

Consortium of School Nurse Educators Special Interest Group Meeting

**5:15 PM - 6:15 PM**

NEA Roundtable

**5:30 PM - 7:00 PM**

Special Needs School Nurse Special Interest Group Meeting

Private and Parochial School Nurse Reception

Focus Group for School Nurse Administrators

**7:00 PM - 8:30 PM**

First Timer Orientation

**Wednesday, June 24<sup>th</sup>**

**FIRST DAY OF CONFERENCE**

**7:00 AM - 5:00 PM**

Registration

**8:00 AM - 8:15 AM**

<p>President's Welcome</p>
<p><b>8:15 AM-09:30 AM</b></p> <p><i>General Session</i> <b>Inspired Nurse</b></p> <p>The purpose of this general session is to enable the learner to describe the value of “inspiration” in their healthcare journey.</p> <p>Rich Bluni 1.25 CNE Hours</p>
<p><b>9:30 AM – 10:00 AM</b></p> <p>Break</p>
<p><b>10:00 AM-11:15 AM</b></p> <p><i>Breakout Session</i> <b>Innovative Partnerships: School Nursing and Acute Care Hospitals *</b></p> <p>The purpose of this breakout session is to enable the learner to engage in partnerships that will support and sustain quality school nursing services.</p> <p>Laura Fenster Rothschild, Martha Dewey Bergren, Michele L. Wilmoth, Stacey L. Whitney, LuAnn M. Miller, Sally Freeman 1.25 CNE Hours</p>
<p><i>Breakout Session</i> <b>Developing School Health Policies, Protocols, and Procedures? Help Please!</b></p> <p>The purpose of this breakout session is to enable the learner to understand key principles and processes of school health policy, protocol, and procedure development. A framework and collaborative approach to developing strong and specific school health and school nursing policies based upon the Standards of Practice and Professional Performance for School Nursing (2011) will be outlined.</p> <p>Robin Adair Shannon, Jessica H. Gerdes 1.25 CNE Hours</p>
<p><i>Breakout Session</i> <b>Medication Administration in the School: The Good, the Bad, the Safety</b></p> <p>The purpose of this breakout session is to enable the learner to better understand the landscape of medications being given in the school setting, along with who is giving the medications, and the precautions in place to ensure safety of each child.</p> <p>Erin D. Maughan, Ann Marie McCarthy, Shirley Schantz 1.25 CNE Hours</p>
<p><i>Breakout Session</i> <b>Children Supported by Medical Technology: Key Elements to Include in the IHCP *</b></p> <p>The purpose of this breakout session is to provide up-to-date information on children with medical technologies in the school setting to enable the school nurse to identify information that is essential to include</p>

in the IHCP.

Stephanie M. Porter  
1.25 CNE Hours

*Breakout Session*

**Everything You Need to Know About the Use of Psychiatric Medicines in Children \***

The purpose of this breakout session is to enable the learner to identify the benefits and side effects of the commonly used psychiatric medications.

Kevin T. Kalikow  
1.25 CNE Hours

*Breakout Session*

**Red/Pink Eyes, Injured Eyes and Vision Screening: What School Nurses Need to Know**

The purpose of this breakout session is to enable the learner to feel more comfortable in effectively addressing the urgent healthcare needs of school children who present with red, pink and/or injured eyes and to set up an effective screening program.

David A. Plager, Jane C. Edmond  
1.25 CNE Hours

*Breakout Session*

**Developing Policies and Protocols for Anaphylaxis at Your School**

The purpose of this breakout session is to enable the learner to answer the following questions: How do you care for students with a known allergy? What do you do when a student with no known history of anaphylaxis presents in your health office? How do you manage the new stock epinephrine issues? School nurses need answers to these questions and more to provide leadership in their schools when caring for students at risk for anaphylaxis.

Sally Z. Schoessler, Michael Pistiner, Ann M. Connelly, Andrea L. Tanner  
1.25 CNE Hours

*Breakout Session*

**Engagement Strategies for Energizing Meetings, Trainings and Presentations**

The purpose of this breakout session is to instruct and encourage participants to utilize and deliver more engaging presentations and interactive meetings. This will result in more engaged participants, great attendee satisfaction and improved retention of information.

John K. Kriger  
1.25 CNE Hours

*Breakout Session*

**Collaboration Works! Schools, Public Health, and Healthcare Providers Promote Immunizations**

The purpose of this breakout session is to enable the learner to collaborate with local, state, and national immunization stakeholders to actively participate in efforts to enhance vaccine uptake among school-age children and youth. Lessons learned, evidence-based strategies, and resources will be provided.

Nichole Bobo, Linda J. Gibbons, Jean N. Grabeel, Lee Ann Neill, Dawn M. Epler, Rebecca A. Droter, Heather Graham, Cheryl Sampson, Kimberly M. Pokrandt, Marty J. Aleman



1.25 CNE Hours

*Breakout Session***The Trevor Project: Creating Safe and Supportive Spaces for LGBTQ Youth**

The purpose of this breakout session is to enable the learner to discuss current research regarding LGBTQ mental health and the risk for suicide; to provide school nurses with the necessary resources and information, including the Trevor Project's programs; and to provide support and promote resiliency among LGBTQ students.

Cathy Couture, Wes Nemenz  
1.25 CNE Hours

**11:15 AM - 11:30 AM**

Break

**11:30 AM-12:45 PM***Breakout Session***Teaching the Complexity of School Nursing Using Stories from Practice**

The purpose of this breakout session is to enable the learner to describe narrative pedagogy as an integrative approach to teaching school nursing and identify strategies to incorporate the use of nursing situations, stories, narratives and case studies from school nursing practice into school nurse educational programs.

Shirley Countryman Gordon, Charlotte D. Barry, Laura T. Jannone, Marie Foley, Cheryl-Ann Resha  
1.25 CNE Hours

*Breakout Session***Pediatric Hypertension: C (Current Trends), I (Impact), R (Risk Factors), C (Childhood Obesity), L (Linear), E (Education)**

The purpose of this breakout session is to inform school nurses of the importance of recognizing pediatric hypertension and the impact for the future of children. The audience will become familiar with the Expert Panel Report from the US DHHS: Diagnosis, Evaluation, and Treatment of High Blood Pressure in Children and Adolescents. During this session, risk factors and treatment recommendations will be discussed.

Kathleen M. Maguire  
1.25 CNE Hours

*Breakout Session***Improving School Health Services: The American Academy of Pediatrics' TEAMS Approach**

The purpose of this breakout session is to enable the learner to identify areas of their district's health services needing improvement and develop a strategic action plan to address those areas. Participants will learn about resources from the American Academy of Pediatrics, including the Health Services Assessment Tool for Schools and School Health Services Improvement Guidebook. The session is primarily aimed at school nurses (such as health services coordinators and lead nurses) who oversee health services at the district level.

Laura DeStigter, Margo Bushmiaer, Linda M. Grant  
1.25 CNE Hours

*Breakout Session*

### **Evidence-based Practice: The What, the Why and the Impact on School Nursing**

The purpose of this breakout session is to enable the learner to understand what EBP is, why it is important, and how it can be leveraged in the school setting to improve outcomes. Attendees will then participate in a working session about the unique characteristics of school environments that can impact the successful integration of EBP including predicting barriers, discovering facilitating factors, engaging key stakeholders, and leveraging their role in building a culture that supports best practice.

Cindy G. Zellefrow, Lynn Gallagher-Ford  
1.25 CNE Hours

#### *Breakout Session*

### **Batches of Scratches: Pediatric Skin Patches**

The purpose of this breakout session is to enable the learner to identify common pediatric skin infections and conditions, to know what treatments they can provide and be more confident in their decision to. Send the child back to class or send them home.

Jane Chevako  
1.25 CNE Hours

#### *Breakout Session*

### **Embracing Today, Transforming Tomorrow: School Nurses Leading the Way**

The purpose of this breakout session is to assist school nurses in understanding leadership dispel leadership myths, acknowledge the leadership potential in everyone, identify personally preferred leadership styles, identify personal goals for growth in leadership ability, understand the challenges of health leadership in educational settings, and expand skills and strategies to use in the school nurses own clinical setting.

Sue I. Will, Sandra J. Delack, Donna J. Mazyck  
1.25 CNE Hours

#### *Breakout Session*

### **Mass Casualty Incidents in a School Setting: START Triage for Middle and High School Nurses**

The purpose of this breakout session is to provide middle school and high school nurses with disaster START triage skills and resources-- ultimately to provide for student protection should a disaster incident occur.

Marian K. Nowak, Patricia A. Sayers  
1.25 CNE Hours

#### *Breakout Session*

### **Students with Specialized Health Needs: A Model Approach to Transition to School \***

The purpose of this breakout session is to enable the learners to be aware of the resources and to be able to develop a model in their school setting or school district to help transition students with special health needs.

Barbara Obst, Patricia Porter  
1.25 CNE Hours

*Non-CE Breakout Session***Closing the Student Vision Health Loop-screening, Exams, and Follow Up to Eye Care**

The purpose of this breakout session is to provide beneficial, easy-to-implement, evidenced-based information to assist school nurses in developing or enhancing a strong vision health system of care for students of all ages. Participants will learn vision screening methods, gain access to new resources that will improve the sensitivity of their vision health programs, and learn how parents want to be engaged in follow-up to eye care when their children are referred from vision screenings.

Kira N. Baldonado, M. Kathleen Murphy, P. Kay Nottingham Chaplin, Sandra S. Block, Jean E. Ramsey  
0 CNE Hours

*Breakout Session***Telehealth: A Tool to Enhance Your School Nursing Practice**

The purpose of this breakout session is to enable the learner to better understand how school nurses can enhance their practice using telehealth to improve student health outcomes.

Myra Elaine Mauter, Estelle Watts, Stacey L. Whitney, Rachel Myers, Lisa Broussard  
1.25 CNE Hours

**1:00 PM - 2:30 PM**

Exhibit Hall Luncheon

**1:00 PM - 5:00 PM**

Exhibits

Poster Presentations on Innovative Practices in School Nursing

3 CNE hours

**5:00 PM...**

Affiliate Night Out

**Thursday, June 25<sup>th</sup>**

**SECOND DAY OF CONFERENCE**

**7:00 AM - 5:00 PM**

Registration

**8:00 AM - 9:00 AM**

*Non-CE General Session*

**TBD**

0 CNE hours

<p><b>9:00 AM -11:00 AM</b></p> <p>Exhibit Hall Refreshments</p>
<p><b>9:00 AM - 12:00 PM</b></p> <p>Exhibits</p>
<p>Poster Presentations on Innovative Practices in School Nursing</p>
<p><b>9:00 AM – 10:00 AM</b></p> <p>SchoolNurseNet Open Forum</p>
<p><b>9:00 AM – 11:00 AM</b></p> <p>Meet the Editors</p>
<p><b>11:15 AM - 12:00 PM</b></p> <p>Exhibit Hall Drawing</p>
<p><b>12:00 PM - 1:00 PM</b></p> <p>Break</p>
<p><b>1:00 PM – 1:30 PM</b></p> <p><i>General Session</i>  <b>Step Up and Be Counted! Show Me the Data!</b>  The purpose of this general session is to describe the Step Up and Be Counted! Initiative and update school nurses on the data collection results for the 2014-15 school year.</p> <p>Erin D. Maughan</p> <p>.5 CNE Hour</p>
<p><b>1:30 PM - 2:00 PM</b></p> <p><i>General Session</i>  <b>TBD</b></p> <p>Donna Cohen Ross (invited)</p> <p>.5 CNE Hour</p>
<p><b>2:00 PM - 3:00 PM</b></p> <p><i>General Session</i>  <b>The Role of School Nurses in Transforming Care and Building a Culture of Health</b></p> <p>The purpose of this general session is to enable the learner to understand the new and expanding roles that school nurses will need to play in a health system undergoing rapid transformation. The learner will also gain an understanding of the roles of the Institute of Medicine report, <i>The Future of Nursing: Leading Change,</i></p>

Advancing Health, and The Future of Nursing: Campaign for Action in strengthening the nursing field to build a Culture of Health.

Sue Hassmiller  
1 CNE Hour

**3:00 PM - 3:30 PM**

Break

**3:30 PM - 5:30 PM**

*Workshop Session*

**Inspiring Leadership Potential (Book Study)**

The purpose of this workshop is to enable the learner to gain knowledge about a new perspective on leadership development and to become inspired to take that step to be a school nurse leader for his or her organization and/or association. This workshop is a **book study** on the book: Leadership from the Inside out- Becoming a leader for Life 2nd edition by Kevin Cashman. A book study is one way to engage an active dialogue with your colleagues and school nurse leaders on what information you learned from the book and how best to apply the information in a meaningful way. Learn what it means to lead and how to master Kevin Cashman's steps to lead more effectively in today's world. Prior reading of the book, "Leadership from the Inside Out- Becoming a Leader for Life" 2nd edition by Kevin Cashman. is **required** in order to attend this workshop.

Linda Compton, Bernadette Moran McDowell, Cheryl Sue Mattern, Elizabeth A. Chau, Elizabeth A. Mattey, Carolyn L. Duff, Elizabeth J. Clark, Elizabeth Hinkson  
2 CNE Hours

*Workshop Session*

**The Impact of Childhood Trauma Exposure: The Role of the School Nurse**

The purpose of this workshop is to enhance participants' understanding of the impact of trauma exposure on students at different developmental stages, to increase recognition of the signs of trauma exposure, increase understanding of the trauma-informed schools approach and to provide practical information that school nurses can use when working with trauma exposed students and their families to build resilience.

Sharon-rose Rossi Gargula, Aileen Fink  
2 CNE Hours

*Workshop Session*

**Adolescent Depression Awareness**

The purpose of this workshop is to enable the learner to increase their awareness about adolescent depression. Facilitators will introduce factors contributing to a diagnosis of depression, signs and symptoms of depression, differences between stress and depression, and coping strategies. Participants will view a documentary entitled "Break Free from Depression", which focuses on a diverse group of adolescents talking about their struggles with depression. There will be time to address questions and discuss strategies for addressing concerns.

Vanessa Prosper  
2 CNE Hours

*Workshop Session***Real World Application of School Nursing's Foundational Documents**

The purpose of this workshop is to enable the learner to apply the Code of Ethics and Standards of Professional Performance to everyday practice. Accountability, responsibility, authority, and decision-making are important considerations for school nurses. Practical application of the standards of Collaboration, Communication, Leadership, Quality of Practice, and Standards-based Evaluation will be explored. The learner will understand the conflict between federal, education and nursing laws; learn strategies for mitigating this conflict; and strategies for educating administrators on school nurse practice.

Tia Campbell, Beth Anne Bahn, Elizabeth L. Thomas  
2 CNE Hours

*Workshop Session***Management of Common Sport-related Emergencies**

The purpose of this workshop is to enable the learner to identify common sport-related emergencies that occur in schools, become familiar with national guidelines for emergency preparedness in school-based athletics as delineated by National Athletic Trainers Association and American Academy of Pediatrics, and use an evidence-based medicine approach to the assessment and stabilization of children presenting with head injury/concussion, cervical spine trauma, blunt abdominal trauma, extremity trauma, and heat-related illness.

Robert P. Olympia  
2 CNE Hours

*Workshop Session***Children with Chronic Conditions: Issues for the School Nurse \***

The purpose of this workshop is to explore issues and approaches to solutions regarding children with chronic conditions in the school setting. Legal implications, school policies, as well as interacting with parents and healthcare providers regarding the issues will be discussed.

Janice A. Selekman  
2 CNE Hours

*Workshop Session***Getting Administrative Buy-in for Your Projects**

The purpose of this workshop is to enable learners to set up, design and deliver a succinct and well constructed sales pitch to their administration.

John K. Kriger  
2 CNE Hours

*Workshop Session***"Teacher, I Need to See the Nurse. Again": General Strategies and Interventions for Overly Anxious Children**

The purpose of this workshop is to familiarize participants with effective, evidence-based interventions for anxious youth that are appropriate for school-based settings.

Katherine K. Dahlsgaard  
2 CNE Hours

*Workshop Session***Working to Improve Student Health (WISH) Through Teaming Up with Parents \***

The purpose of this workshop is to enable the learner to identify the benefits to students, families, and school nurses of conducting strategic student health services advocacy in local and state communities. Understanding the benefits will encourage the learner to take action in their school communities.

Mary Louise Embrey, Teri Saurer  
2 CNE Hours

*Workshop Session***The Critical Importance of the School Nurse Role in Pediatric Care Coordination \***

The purpose for this workshop is to enable the learner to act as a liaison between healthcare systems and schools. In addition, school nurses will be prepared to educate other school personnel about care coordination and how schools can establish effective collaborations with community providers.

Dian Baker, Jody L. Johnson  
2 CNE Hours

**7:00 PM - 8:30 PM**

Awards Celebration

## Friday, June 26<sup>th</sup>

### THIRD DAY OF CONFERENCE

**7:00 AM - 4:00 PM**

Registration

**8:00 AM - 9:00 AM***General Session*

**TBD**

TBD  
1 CNE hours

**9:00 AM - 9:30 AM**

Break

**09:30 AM-10:45 AM***Breakout Session***Partners in Preparedness 2015: Enhancing School Nurse Readiness and Capacity to Respond to Disasters and Public Health Emergencies**

The purpose of this breakout session is to enable the learner to acquire critical knowledge and skills required to successfully respond to and manage a school-based disaster or emergency event, and to optimize survival of all affected individuals.

Tener G. Veenema

1.25 CNE Hours

*Breakout Session*

**School Nurses: Core to Multiple Component Approaches to Improve Student Nutrition and Physical Activity**

The purpose of this breakout session is to enable the learner to be informed about CDC's School Health Guidelines to Promote Healthy Eating and Physical Activity (PA) by describing the guidelines, presenting data on the status of U.S. schools achieving key aspects of the Guidelines, and describing key strategies school nurses can use to implement the recommendations in the Guidelines.

Sarah M. Lee, Robin Landes Wallin  
1.25 CNE Hours

*Breakout Session*

**Research Showcase #1**

**1. Supporting Positive Mental Health Development in Adolescents with a Group Cognitive Intervention**

The purpose of this breakout session is to enable the learner to reflect over school based mental health programs.

Pernilla Garmy, Eva K. Clausson

**2. Invisible and Visible Wounds of War: The Effects of Parental Combat Wounds in School-age Children**

The purpose of this breakout session is to enable the learner to understand the effects of invisible and visible parental wounds of war in school-age children.

Cheryl A. Krause-Parello

**3. The Experiences of School-age Siblings of Children with Traumatic Injuries : What School Nurses Should Know**

The purpose of this breakout session is to enable the learner to understand the unique experience of well school-age siblings of children recovering from traumatic injuries, and identify the implications for school nurses regarding the school-age siblings in the school environment.

Mary Jo Bugel

1.25 CNE Hours

*Breakout Session*

**Can the Federal School Medicaid Program Improve Nursing Ratios in Your State? \***

The purpose of this breakout session is to increase participant understanding of the federal School Medicaid Health Services Program and the impact the program has on funding school nurse positions across the county. In addition, participants will receive direction to positively impact local education agencies to leverage improving school nurse ratios in schools. Participants also will be empowered to lobby for state plan modifications to directly support school health services.

Elizabeth J. Clark, Judith Ann Weaver  
1.25 CNE Hours



*Breakout Session***Legal Issues for School Nurses: Where and How to Look for Answers \***

The purpose of this breakout session is to inform the school nurse about potential state and federal legal issues that may affect school nursing practice. The school nurse will learn how to recognize and address these issues to prevent the consequences of running afoul of the law. The school nurse will be empowered to practice more confidently while providing direct school nursing care to the students and the larger school community.

Lee-Ann Halbert  
1.25 CNE Hours

*Breakout Session***The School Nurse as Wellness Coach: Charting Common Ground**

The purpose of this breakout session is to introduce school nurses to the emerging field of Wellness Coaching and to enable the learner to explore the common ground between school nursing and wellness coaching. As the health concerns of all Americans shifts from acute to chronic disease, so do the health issues affecting the school-aged child. In order for school nurses to best meet the emerging health needs of students, nurses need learn the evidence-based skills to address those needs.

Jessica R. Porter, Amy A. Wood, Abigale R. Pelletier, Christine Tuck  
1.25 CNE Hours

*Breakout Session***The National Uniform Data Set: The Hummingbird Effect**

The purpose of this breakout session is to enable the learner to better understand the National Uniform Dataset Project, the data collection process, and use of data in local, state and national efforts to advance school nursing.

Erin D. Maughan, Linda C. Wolfe, Martha Dewey Bergren, Marjorie E. Cole, Estelle Watts, Deborah J. Pontius, Jessica H. Gerdes, Kathleen H. Johnson, Laura T. Jannone, Lorraine Marie Chewey  
1.25 CNE Hours

*Breakout Session***Care of the Student with Special Healthcare Needs Interactive Online Training \***

The purpose of this breakout session is to enable the learner to identify another easy to access evidence-based resource that they can utilize to enhance their school nurse practice and provide a standard of care for students with Special Healthcare Needs. The Care of the Student with Special Healthcare Needs online training will assist the school nurse in providing a self-paced interactive, online learning opportunity for unlicensed assistive personnel who provide care to these students.

Teresa DuChateau  
1.25 CNE Hours

**10:45 AM - 11:00 AM**

Break

**11:00 AM-12:15 PM***Breakout Session***Research Showcase #2****1. Sleep and Obesity in Teenagers**

The purpose of this breakout session is to enable the learner to describe sleep duration and sleep/wake patterns in high school students and to understand possible associations between sleep, health related behaviors (eating habits, physical activity), and health outcomes (BMI). Recent policy statements about school start times stress the importance for school nurses to understand and explain adolescent sleep and its association with health and well-being.

Susan Kohl Malone, Babette S. Zemel, Charlene Compher, Margaret C. Souders, Terri H. Lipman

**2. Sleep and Media Habits in School-age Children**

The purpose of this breakout session is to enable the learner to reflect over sleep and media habits in school-age children.

Pernilla Garmy

**3. School Nurse to Student Ratios, Adolescent Self-efficacy for Type 1 Diabetes Management, and Glycemic Control**

The purpose of this breakout session is to enable the learner to identify factors which contribute to self-efficacy for diabetes management and glycemic control in the adolescent population.

Lori Wilt

1.25 CNE Hours

*Breakout Session***Clinical Evaluation: Who's Doing Yours?**

The purpose of this breakout session is to enable the learner to develop as a leader in the school community through the use of the School Nurse Evaluation Tool documenting competencies in professional nursing practice and engaging education supervisors' participation in the evaluation.

Vickie Hopkins Southall, Tia B. Campbell, Suzanne E. Trotter, Margaret K. Bassett, Tracy L. White  
1.25 CNE Hours

*Breakout Session***Developing a Plan for When a Child with a DNAR Attends School: School Nurse Leadership \***

The purpose of this breakout session is to enable the learner to thoroughly explore the reality that parents of "children living with terminal illnesses may wish for their child to attend school without the threat of having resuscitation attempted" in the event of cardiopulmonary arrest while at school. The needs of the child, family and school community and the critical role of the school nurse are discussed, along with Do-Not-Attempt-Resuscitate orders, the Physician's Order for Life-Sustaining Treatments, and case law.

Lisa A. Albert  
1.25 CNE Hours

*Breakout Session***Advanced Nursing Education: Which Path to Choose? MS, DNP or PhD?**

The purpose of this breakout session is to enable to learner to select and prepare for advanced education options that match the learner's career path.

Martha Dewey Bergren, Erin D. Maughan, Susan Kohl Malone, Kathleen H. Johnson, Cindy G. Zellefrow  
1.25 CNE Hours

*Breakout Session*

**An Evidence-based Approach to Dealing with Medical Emergencies at School**

The purpose of this breakout session is to enable the learner to identify common medical emergencies that occur in schools, become familiar with national guidelines for emergency preparedness as delineated by the American Academy of Pediatrics and American Heart Association, and use an evidence-based medicine approach to the assessment and stabilization of children presenting with respiratory distress, change in mental status, syncope, and seizures.

Robert P. Olympia  
1.25 CNE Hours

*Breakout Session*

**Working with Educators and Unlicensed Assistive Personnel in Delivering School Health Services \***

The purpose of this breakout session is to enable the learner to work effectively with non-nursing personnel in the safe delivery of delegated health services and supporting their knowledge of emergencies to which they may need to respond through programs and policies that promote both the skills and confidence of unlicensed assistive personnel and educators in performing health tasks.

Penny C. Weismuller, Jennifer Anne Lasley, Rachel McClanahan  
1.25 CNE Hours

*Breakout Session*

**Asthma Assessment and Care**

The purpose of this breakout session is to enable school nurses to improve their care of students with asthma who require monitoring to identify those without good control. School nurses are in a unique position to offer objective assessment of asthma control and then communicate that information to clinical providers.

Deborah Cook, Tammy Rood  
1.25 CNE Hours

*Breakout Session*

**Transforming Children's Health by Uniting Two Healthcare Worlds \***

The purpose of this breakout session is to enable the learner to lead and participate in community partnerships that help manage students with chronic, acute and complex health conditions. The Student Health Collaboration will demonstrate how a coordinated care team approach supports students' health needs in school. Program strategies will be discussed including the functionality of school nurse EMR access and authorization and communication products used for program enrollment. Activities focused on relationship building and quality improvement will be highlighted.

Claudia L. Kane, Susan M. Hoffmann, Catherine S. Zorc, Jennifer McGowan  
1.25 CNE Hours

**12:15 PM - 12:30 PM**

Break

**12:30 PM - 1:45 PM**

\*\*NBCSN Awards from 12:30-12:45

*General Session***The Role of the School Nurse Advocating for at Risk Students with Type 1 Diabetes**

The purpose of this general session is to enable the learner to identify and problem solve issues related to disparities in the treatment and outcomes of children with type 1 diabetes, and to take action within the school community to identify students at risk for type 1 diabetes.

Terri Lipman, Tom Karlya  
1 CNE Hour

**2:00 PM - 3:20 PM**

*\*\*Attendees will choose three to attend for 1 CNE Hour*

*Snap! Session***Making the Case for School Health: Implementation of the CDC's School Health Index as a Self-Assessment and Planning Guide**

The purpose of this snap session is to enable the learner to implement the CDC's SHI as a team approach to improving school health and safety policies and programs.

Lorraine Marie Chewey

*Snap! Session***The American Academy of Pediatrics: Highlighting the Important Role of the School Nurse**

The purpose of this snap session is to enable the learner to be updated on AAP policy regarding the roles that school nurse and pediatricians can play together to improve health outcomes for children.

Breena Holmes, Anne H. Scheetz

*Snap! Session***What Every School Nurse Should Know About the Ethical Use of Social Media**

The purpose of this snap session is to enable the learner to clearly articulate the impact of confidentiality and privacy regulations on the use of social media, identify at least 2 common myths regarding misuse of social media, identify at least 2 possible consequences for inappropriate use of social media by school nurses, and identify 5 important steps school nurses can take to avoid inadvertently disclosing private or confidential information.

Shirley Countryman Gordon

*Snap! Session***The Future of Nursing: National Certification for School Nurses**

The purpose of this snap session is to enable the learner to explain the value of national certification, the forces that are promoting certification, and how to successfully earn the credential.

Susan C. Nokleby, Amy G. Quesinberry, Sandra J. Delack, Kathleen H. Johnson

*Snap! Session***Framework for 21st Century School Nursing Practice**

The purpose of this snap session is to share a proposed framework of school nursing practice for the 21st

century and obtain feedback from practicing school nurses regarding the framework.

Sally Schoessler, Sally Butler, Nichole Bobo, Shirley Schantz, Erin Maughan

*Snap! Session*

**Food Allergic Students at Risk: Key Practical and Legal Considerations**

The purpose of this snap session is to enable the learner to successfully support the implementation of food allergy management policies and procedures in schools, while reinforcing federal laws and regulations. Additionally, the participants will learn about CDC recommended practices and accommodations to reduce the risk of exposure to food allergens across the school environment, including: the classroom, cafeteria, transportation, school events, and physical education and recess.

Karie Mulkowsky, Gina Clowes

**3:20 PM - 3:45 PM**

Affiliate Rally

**3:45 PM - 6:00 PM**

Annual Meeting

**7:00 PM - 9:00 PM**

**President's Banquet**

Treat yourself to a sit-down dinner with your peers as we celebrate being together and connected. NASN President Carolyn Duff and Incoming President Beth Mattey will lead us in an evening of fun and fellowship. Don't miss this opportunity to meet someone new, learn something new, or just relax and take a break from your busy conference schedule.

Cost: \$79

**Saturday, June 27<sup>th</sup>**

**LAST DAY OF CONFERENCE**

**7:00 AM - 1:30 PM**

Registration

**8:00 AM - 9:15 AM**

*General Session*

**Supporting the Grieving Student**

The purpose of this general session is to enable the learner to increase their knowledge, skills, and comfort in supporting grieving students and become familiar with a new free resource for continued professional development in this area.

David Schonfeld

1.25 CNE Hours

**9:15 AM - 10:30 AM***General Session***School Nurses – Prevention Agents Addressing the Opiate Epidemic**

The purpose of this general session is to enable the learner to understand the growing statistics around opiate abuse in the U.S. and the devastating impact of addiction on families and school communities. The learner will gain knowledge on nurse partnerships with grassroots organizations, health departments, law enforcement, and legislators.

Rebecca L. King, Peggy McKibbin, Gary Mendell, David Mineta (invited), Moderator: Mary Louise Embrey  
1.25 CNE Hours

**10:30 AM - 11:00 AM**

Break

**11:00 AM - 12:15 PM***Keynote - Closing Session*

**TBD**

TBD

1.25 CNE hours

**12:15 PM - 12:30 PM**

President's Closing

\* Relevant to school nurses who work with special needs students

BOARD AGENDA ITEM

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

Date of Meeting: **4/15/15**

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

**Approve: Overnight Field Trip to CSU Channel Islands (Carroll/Joyce)**

The California State University of Channel Island proposes to organize, financially support, and lead a three day field trip to the CSU Channel Islands Santa Rosa Island Research Station for approximately 34 8<sup>th</sup> grade students from the Oceanography class from Frank Middle School.

The field trip is a critical component of the *Crossing the Channel* program collaboration between RJ Frank Middle School and California State University of Channel Islands. The Crossing the Channel Program has been working with Frank Oceanography class this current school year. The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a collectively professional network of local resources (i.e. federal agencies, local school districts, and universities) and experiential learning opportunities for our students.

**FISCAL IMPACT:** None

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Principal of Frank School that the Board of Trustees approve the overnight fieldtrip as outlined above.

**ADDITIONAL MATERIAL(S):**

**Santa Rosa Island Proposal:** Outlines the purpose/activities of the trip and the associated schedule.

**Student Letter:** The letter provides details about the trip, station facilities and schedule.

## **RJ Frank Middle School – April 22-24 Santa Rosa Island Field Trip Proposal**

### **A. Crossing the Channel Program Summary**

We propose to organize, financially support, and lead a three day field trip to the Santa Rosa Island Research Station as part of the *Crossing the Channel* collaboration between RJ Frank Middle School and California State University of Channel Islands (CI). The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a collaborative professional network of local resources (i.e. federal agencies, local school districts, and universities). Specifically *Crossing the Channel* seeks to meet the following objectives:

- 1. To create an experiential Santa Barbara Channel watershed curriculum that engages students across academic levels** and aligns the content to the California Education and Environment Initiative and the Next Generation Science Standards.
- 2. To develop and support student knowledge and critical thinking skills** through inquiry-rich STEM learning activities and a hierarchical mentorship program.
- 3. To use project-based learning activities to involve students in real-world data collection, analysis, and problem solving** within the Channel Islands National Marine Sanctuary and Channel Islands National Park.
- 4. To cultivate a community of Channel Islands National Marine Sanctuary stewards** across socio-economic groups and age levels by implementing formal and informal watershed curriculum and developing community outreach projects.

The program is composed of project-based educational units to involve students in real-world data collection, analysis, and problem solving within the Channel Islands National Marine Sanctuary (CINMS) and Channel Islands National Park (CINP). The program consists of the following five educational units connected to the California Education and Environment Initiative and the NGSS: 1) Biodiversity, 2) Watersheds, 3) Shore to Sea, 4) Crossing the Channel, and 5) Environmental Stewards. Each of these units is composed of experiential learning activities that develop and support student engagement and advocacy.

### **B. Santa Rosa Island Research Activities**

The field trip to Santa Rosa Island is a critical component to the *Crossing the Channel* program. Students will participate in a CINMS research experience aboard the sanctuary's research vessel *Shearwater*. On their journey to and from Santa Rosa Island students will gain experience conducting research activities on a working research vessel and learn about the different research projects underway in the sanctuary. Specifically, students and teachers will monitor water quality and collect plankton samples. They will investigate first hand whether there is a difference in water quality and plankton species close to the Santa Clara watershed and whether the runoff impacts CINMS.

While on Santa Rosa Island the students will investigate, collect, and map the watershed characteristics of Cherry Canyon watershed on Santa Rosa Island. Understanding the integrated relationships between local watersheds, coastal wetlands, estuaries and beaches, and marine environments will enable the students to interpret the potential causes of coastal and marine environment degradation and propose appropriate solutions. In addition, students will compare and examine differences between mainland and island biodiversity, watershed integrity, and vulnerability to natural and human induced environmental changes. Students will investigate the spectrum of factors and the processes that are involved in analysis and decision making regarding the management of watershed and marine ecosystems across the California Channel Islands.



### C. Santa Rosa Island Field Trip Logistics and Schedule

The Santa Rosa Island field trip is scheduled to take place from April 22-24 (see schedule below). The boat trip from Ventura Harbor to Santa Rosa Island will take approximately 3 hours. The Santa Rosa Island Research Station is located within Channel Islands National Park. The research station consists of eight bedrooms and three bathrooms. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and hot and cold running water, showers, toilets, limited laundry facilities, and internet access are available. Cell phone service is not available at the station, but there are handheld radios and a satellite phone available for emergency contact. For additional information about Santa Rosa Island and the Santa Rosa Island Research Station please visit our [website](#).

The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany the students on the boat and at the station during the duration of their stay. There will be a minimum of a 5:1 student to adult ratio. Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. The students will only be asked to bring a sleeping bag and their personal belongings.

Frank Middle School – Santa Rosa Island Agenda		
April 22 <sup>nd</sup>	7:00 am	Depart campus to Santa Barbara Harbor
	8:30 am	Travel to Santa Rosa Island via the NOAA Shearwater
	12:00 pm	Lunch at the Santa Rosa Island Research Station
	1:00 pm	Research Station Orientation
	2:00 pm	Natural and Cultural Resource Tour
	6:00 pm	Dinner
	8:00 pm	Evening Lecture/Activity
	10:00 pm	Lights Out
April 23 <sup>rd</sup>	7:00 am	Breakfast
	8:00 am	NPS Inventory and Monitoring Protocols (Sandy Beach & Vegetation)
	12:00 pm	Lunch
	1:00 pm	Island Chumash Activity
	5:00 pm	Journal Reflection
	6:00 pm	Dinner
	8:00 pm	Evening Lecture/Activity
	10:00 pm	Lights Out
April 24 <sup>th</sup>	7:00 am	Breakfast
	8:00 am	Orienteering Scavenger Hunt
	10:00 am	Clean-Up
	1:00 pm	Travel to Santa Barbara Harbor via the NOAA Shearwater
	4:30 pm	Depart Santa Barbara Harbor to campus
	6:00 pm	Arrive at campus



Dear RJ Frank Middle School Student,

I look forward to your upcoming trip to Santa Rosa Island from April 22-24. Prior to coming to Santa Rosa Island you must complete and give your teacher a signed Santa Rosa Island Research Station (SRIRS) [liability waiver](#). Your group will meet at the RJ Frank Middle School campus on April 22<sup>nd</sup> and will return to the RJ Frank Middle School campus at approximately 6 pm on April 24<sup>th</sup>. Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. All you need to bring are your personal belongings and a sleeping bag/blanket. Please view our '[What to Bring and NOT Bring](#)' list for packing recommendations and emergency contact information. All your coolers and gear must satisfy the following requirements:

- a. Plastic bags and cardboard boxes are NOT permitted.
- b. All coolers and packages must be ≤45 lbs.
- c. Inspect all personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before departing.

The boat trip to Santa Rosa Island will take ~3 hours. If you are susceptible to sea sickness please take the necessary precautions (i.e. hydration, Dramamine, motion sickness bracelets, etc.). The SRI bunkhouse has sleeping accommodations for approximately ≤ 35 persons. The bunkhouse consists of eight bedrooms and three bathrooms. Each bedroom contains 2-6 beds. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and **hot and cold running water, showers, toilets**, and limited **laundry** facilities are available. Electricity is limited so please conserve power and water. Propane grills are also available for use. **Cell phone service is not available at the station**, but there are handheld radios, internet access, and a satellite phone available for emergency contact. We ask that you keep the research station clean during your stay and leave it in as good (or better) condition as you found it. Please review the [SRIRS policies and procedures](#) for additional information.

Prior to your visit please review the following SRIRS rules and regulations:

1. **Everything is protected.** Do not feed, collect, disturb, or harm park wildlife, plant life, or other natural or cultural resources.
2. **No fishing in marine reserves. Fishing is prohibited on the pier** due to its' proximity to the marine reserve.
3. **No jumping off the pier.**
4. **No pets.**
5. **No campfires, charcoal fires, or beach fires.**
6. **Conserve Energy and Water.**
7. **Remove all Personal Items.** No item(s) brought to the SRIRS or Channel Islands National Park are allowed to be left including (but not limited to) food, unless prior arrangements have been made with the station manager.



The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany you on the boat and at the station during the duration of your stay. There will be a minimum of a 5:1 student to adult ratio.

<b>Frank Middle School - Santa Rosa Island Agenda</b>		
April 22 <sup>nd</sup>	7:00 am	Depart campus to Santa Barbara Harbor
	8:30 am	Travel to Santa Rosa Island via the NOAA Shearwater
	12:00 pm	Lunch at the Santa Rosa Island Research Station
	1:00 pm	Research Station Orientation
	2:00 pm	Natural and Cultural Resource Tour
	6:00 pm	Dinner
	8:00 pm	Evening Lecture/Activity
	10:00 pm	Lights Out
April 23 <sup>rd</sup>	7:00 am	Breakfast
	8:00 am	NPS Inventory and Monitoring Protocols (Sandy Beach & Vegetation)
	12:00 pm	Lunch
	1:00 pm	Island Chumash Activity
	5:00 pm	Journal Reflection
	6:00 pm	Dinner
	8:00 pm	Evening Lecture/Activity
	10:00 pm	Lights Out
April 24 <sup>th</sup>	7:00 am	Breakfast
	8:00 am	Orienteering Scavenger Hunt
	10:00 am	Clean-Up
	1:00 pm	Travel to Santa Barbara Harbor via the NOAA Shearwater
	4:30 pm	Depart Santa Barbara Harbor to campus
	6:00 pm	Arrive at campus

For additional information about the SRIRS and Santa Rosa Island characteristics please visit the [SRIRS website](#). Please feel free to contact me if you have any additional questions.

Sincerely,

Cause Hanna  
 Santa Rosa Island Research Station Manager  
 Ph. 805-402-7202  
 Email [cause.hanna@csuci.edu](mailto:cause.hanna@csuci.edu)

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**      Date of Meeting: **April 15, 2015**

Closed Session: \_\_\_\_\_

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

**Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association's (OSSA) and the Oxnard School District's (District) Initial Proposals for 2015-2016 Negotiations, Pursuant to Government Code Section 3547**

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**EXECUTIVE SUMMARY:**

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2015-2016 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the May 6, 2015 Board meeting.

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

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule May 6, 2015 for the Public Hearing for OSSA and the District's proposals.

**ADDITIONAL MATERIAL(S):**

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



# OXNARD SCHOOL DISTRICT

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

**Dr. Jesus Vaca**  
*Assistant Superintendent*  
*Human Resources and Support Services*

**Jonathan Koch**  
*Director, Classified Human Resources*

April 6, 2015

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

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

Dear President Veronica Robles-Solis,

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

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

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

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

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

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

Sincerely,

DR. JESUS VACA  
Assistant Superintendent  
Human Resources and Support Services

JV/pp

Enclosure

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



# OXNARD SCHOOL DISTRICT

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**Dr. Jesus Vaca**  
**Assistant Superintendent**  
**Human Resources and Support Services**

**Jonathan Koch**  
**Director, Classified Human Resources**

April 6, 2015

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

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

Dear Ms. Bleecher,

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

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

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

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

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

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

Sincerely,

DR. JESUS VACA  
Assistant Superintendent  
Human Resources and Support Services

JV/pp

Enclosure

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





# OXNARD SCHOOL DISTRICT

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*Dr. Jesus Vaca*  
*Assistant Superintendent*  
*Human Resources and Support Services*

*Jonathan Koch*  
*Director, Classified Human Resources*

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

Interest Based Problem Solving Proposals

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

Article 17 Professional Growth

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

Article 18 Fringe Benefits

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

Article 22 Term

- The District seeks to enter into discussions regarding Term.



March 3, 2015

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

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

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

The Association wishes to open the following articles:

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

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

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

Sincerely,

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

Andrea C. Blecher, President

Oxnard Supportive Services Association

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 04-15-15

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

**Setting of Date for Public Hearing - Waiver of Election from the State Board of Education for the Change to By-Trustee Area Elections (Morales)**

---

It is appropriate that the Board of Trustees set the date of Wednesday, May 6, 2015 for a public hearing on the approval of a Resolution by the Governing Board to seek a Waiver of Election from the State Board of Education for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Elections.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

It is the recommendation of the Superintendent that the Board of Trustees set the date of Wednesday, May 6, 2015 for a Public Hearing relative to Waiver of Election as outlined above.

**ADDITIONAL MATERIAL(S)**

Notice of Public Hearing (1 page)



# OXNARD SCHOOL DISTRICT

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## PUBLIC NOTICE

### Oxnard School District Waiver of Election Change to By-Trustee Area Elections

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on a Resolution to Seek a Waiver of Election from the State Board of Education for the Change to By-Trustee Area Elections in Time for the 2016 Governing Board Elections. The public hearing will be conducted at a regular meeting of the Board of Trustees on May 6, 2015 at 7:30 pm in the Board Room of the Educational Service Center located at 1051 South A Street, Oxnard, CA 93030.

The Resolution is available for review and copying at the District's administrative office during normal business hours. The District's administrative office is located at 1051 South A Street, Oxnard, CA 93030.

*Information concerning this matter is available from the Office of the Superintendent  
at (805) 385-1501, ext. 2034.*

BOARD AGENDA ITEM

**Name of Contributor(s):** Dr. Jesus Vaca

**Date of Meeting:** April 15, 2015

Closed Session: \_\_\_\_\_

A. Preliminary \_\_\_\_\_

B. Hearing: \_\_\_\_\_

C. Consent Agenda   X  

D. Action Items \_\_\_\_\_

E. Reports/Discussion Items (no action) \_\_\_\_\_

F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of New Job Description: Director, Special Education (Vaca)**

---

**EXECUTIVE SUMMARY:**

Presented for your consideration is one job description. If approved, it will allow the Special Education Department to better serve the students, parents, teachers, principals, other support personnel, and community.

A new position is proposed for the Special Education Department. A *Director, Special Education* is needed to provide administrative, supervisory and organizational leadership for the Oxnard School District's Special Education Programs. The Director, Special Education will report to the Assistant Superintendent, Educational Services and will be directly responsible for the supervision and evaluation of the Managers of Special Education, Program Specialist, all Special Education Clerical, Speech Therapists, and Psychologists. At this time, there are 261 work days, which include vacation and sick days. The pay range is \$109,275-\$129,827.

**FISCAL IMPACT:**

<b>Title:</b>	<b>Salary:</b>
Director, Special Education	Salary Range: \$109,275 - \$129,827

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the new job description for Director, Special Education, as described.

**ADDITIONAL MATERIAL(S):**

Job Description: Director, Special Education

## **DIRECTOR, SPECIAL EDUCATION**

### **Qualifications:**

1. Master's Degree.
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, *Administrative Code* 80125-80127 and *Education Code* 44270.
3. A minimum of 5 years of successful, full-time classroom teaching experience or 5 years of full-time service in a special education related support position (e.g., school psychologist, speech and language specialist, etc), including 3 years of successful, full-time administrative or supervisory experience. Experience as a school principal is desired.
4. Possess the following personal qualities:
  - a. Ability to meet District standards for physical and mental health;
  - b. Evidence of good moral character; and
  - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.
5. Such alternatives to the above qualifications as the District may find appropriate and acceptable.

**Reports to:** Assistant Superintendent, Educational Services

**Supervises:** Managers, Special Education  
Program Specialist, Special Education  
Psychologists  
Speech Therapists  
Special Education Programs  
Secretarial and/or clerical staff as assigned  
Other grant programs as assigned

**Job Goal:** To provide administrative leadership in the development, implementation and evaluation of the District's Special Education programs.

### **Performance Responsibilities:**

1. Gives leadership to the District's Special Education programs, and assumes administrative responsibility for the development, writing and submission of all State and Federal reports to the proper agency.
2. Directs development of curriculum to meet the special learning needs of exceptional children.
3. Assumes administrative responsibility in the development of programs for teachers relating to child behavior, child development, and conferences with parents.
4. Develops and recommends policies and procedures pertaining to areas of responsibility for the Superintendent's review, and administers same upon adoption by the Board of Trustees.
5. Directs the mental health services program of the District, in accordance with established policy.
6. Coordinates and supervises the work of speech therapists in the District, in accordance with established policies and procedures.
7. Coordinates with Director of Curriculum, Instruction and Accountability in implementing Response to

Instruction and Intervention.

8. Implements policy on all aspects of the District's psychological services and mental health programs.
9. Coordinates departmental operations with other school district departments.
10. Assists in the selection and evaluation of special class teachers, nurses and other support staff as requested by the personnel office.
11. Administers the activities of the staff members engaged in psychological services and sees that such services are conducted in accordance with established policies and procedures within the District. Such supervision shall include not only the orientation and training of new members, but the overseeing of staff assignment and referrals made to the Pupil Services office as well as the consultation about specific cases and the in-service training of various staff within the District.
12. Manages and supervises departmental administrative and clerical operations.
13. Assumes responsibility for the professional guidance, supervision, development, and evaluation of department staff.
14. Consults on Home Hospital for Special Education students.
15. Makes recommendations on the employment, transfer, promotion, and release of departmental professional staff.
16. Conducts regular meetings with professional staff and other interested parties.
17. Keeps abreast of developments in the field and acts as a resource for psychological staff and other special education personnel.
18. Works with Human Resources and principals on Special Education staffing.
19. Oversees compliance and self-review-DINC and SESR.
20. Monitors CASEMIS.
21. Manages Special Education budget.
22. Consults on discipline-suspensions/expulsions for students in Special Education.
23. Oversees student achievement, State testing and SBAC.
24. Engages in program development.
25. Oversees Special Education cases.
26. Organizes and schedules Special Education classes.
27. Assumes responsibility for own professional development; for keeping current with the literature, new research findings. Assumes responsibility for remaining aware of State and County requirements and regulations affecting Compensatory Education, Special Education and Health Services.
28. Collaborates with teachers, principals, and other school personnel in sharing information and understanding about a student, and establishes and plans for respective roles in the modification of the student's behavior.
29. Evaluates projects proposed by members of the staff for their relevance to the District's plans, needs and their



eligibility for State and Federal funding.

30. Prepares and administers all Pupil Services and grant program budgets.
31. Remains up-to-date on all special project funding information and legislation for the possibilities and opportunities offered for educational grants, entitlements, and allocations relevant to the needs of the District.
32. Assists the Superintendent and professional staff in planning the wise utilization of funds available to the schools through the use of the various funded programs.
33. Performs such tasks and assumes such responsibilities as may be assigned by the Assistant Superintendent, Educational Services.
34. Serves as a contributing member at the administrative staff meetings and attends school board meetings as a resource to the Board.
35. Maintains liaison with community mental health clinics, special schools, and other resources offering therapeutic services.
36. Reports annually to the Superintendent and Board of Trustees concerning the District's involvement in State, Federal and other special funded projects.
37. Serves as the District representative on the Special Education Local Plan Agency (SELPA) Operations Cabinet and Committees.
38. Compiles information for State and Federal reporting purposes, such as racial and ethnic surveys, the California Longitudinal Pupil Attendance Data System (CALPADS), standard school crime reporting program and any other mandated reports.
39. Oversees William's Settlement requirements as related to textbooks.
40. Coordinates assignments and oversees evaluations of Special Education paraprofessionals.
41. Assists with District's Crisis Intervention Plan.
42. Responsible for writing and overseeing Goal 4 of the LEA plan that supports school goals and program development. Supports principals in aligning Goal 4 of school site plans.
43. Coordinates and implements Medi-Cal LEA and MAA reimbursement for services already being provided by the District Special Education service providers.
44. Coordinates the quarterly meetings of the Wellness Collaborative of community partners to provide input on reimbursement expenditures and ensure that Medic-Cal dollars are reinvested into support programs for students; provides quarterly updates to District leadership on status of reimbursements.
45. Performs other duties as may be assigned.

**Term of Employment:**

This shall be a twelve-month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in District Policy.

**Evaluation:**

The evaluation and assessment of performance of the Director, Special Education, will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of *Education Code* 44660-44665, and Oxnard School District Board Policy.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Board Approved: April 15, 2015

BOARD AGENDA ITEM

**Name of Contributor(s):** Dr. Jesus Vaca

**Date of Meeting:** April 15, 2015

Closed Session: \_\_\_\_\_

A. Preliminary \_\_\_\_\_

B. Hearing: \_\_\_\_\_

C. Consent Agenda   X  

D. Action Items \_\_\_\_\_

E. Reports/Discussion Items (no action) \_\_\_\_\_

F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Revised Job Description for: Director, Pupil Services (Vaca)**

---

**EXECUTIVE SUMMARY:**

Presented for your consideration is a revision to the Director, Pupil Services job description. If approved, it will allow the Pupil Services Department to better serve the students, parents, teachers, principals, other support personnel, and community.

A revision of the Director, Pupil Services position is proposed for the Pupil Services Department. A revision to the *Director, Pupil Services* job description is needed, due to a proposal to add a Director, Special Education. The Director, Pupil Services will provide administrative, supervisory and organizational leadership for the Oxnard School District's Pupil Services Programs. The Director, Pupil Services reports to the Assistant Superintendent, Educational Services and is directly responsible for the supervision and evaluation of the Outreach Specialists (ORCs), Community Liaison, SARB Secretary, Manager of Special Programs, Nursing Staff, and all Pupil Services Clerical and Counselors. At this time, there are 261 work days, which include vacation and sick days. The pay range is \$109,275-\$129,827.

**FISCAL IMPACT:**

<b>Title:</b>	<b>Salary:</b>
Director, Pupil Services	Salary Range: \$109,275 - \$129,827

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job description for Director, Pupil Services, as described.

**ADDITIONAL MATERIAL(S):**

Job Description: Director, Pupil Services

## **DIRECTOR, PUPIL SERVICES**

### **Qualifications:**

1. Master's Degree.
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, *Administrative Code* 80125-80127 and *Education Code* 44270.
3. A minimum of 5 years of successful, full-time classroom teaching experience or 5 years of full-time school counseling experience, including 3 years of successful, full-time administrative or supervisory experience. Experience as a school principal is desired.
4. Possess the following personal qualities:
  - a. Ability to meet district standards for physical and mental health;
  - b. Evidence of good moral character; and
  - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.
5. Such alternatives to the above qualifications as the District may find appropriate and acceptable.

**Reports to:** Assistant Superintendent, Educational Services

**Supervises:** Manager of Special Programs  
Coordinator, Health and Nursing Services  
Counselors  
Outreach Specialists (ORCs)  
Community Liaison  
Enrollment Center Staff  
Nursing Staff  
SARB Secretary  
Pupil Services Programs  
Secretarial and/or clerical staff as assigned  
Other grant programs as assigned

**Job Goal:** To provide administrative leadership in the development, implementation and evaluation of the District's Pupil Services programs.

### **Performance Responsibilities:**

1. Gives leadership to the District's Pupil Services programs, and assumes administrative responsibility for the development, writing and submission of all State and Federal reports to the proper agency.
2. Assumes administrative responsibility in the development of programs for teachers relating to child behavior, child development, and conferences with parents.
3. Develops and recommends policies and procedures pertaining to areas of responsibility for the Superintendent's review, and administers same upon adoption by the Board of Trustees.
4. Directs the health services program of the District in accordance with established policy.
5. Coordinates with Director of Curriculum, Instruction and Accountability in implementing Response to Instruction and Intervention.

6. Implements policy on all aspects of the District's Counseling Services and health programs.
7. Coordinates departmental operations with other school district departments.
8. Assists in the selection and evaluation of nurses and other support staff as requested by the personnel office.
9. Administers the activities of the staff members engaged in counseling services and sees that such services are conducted in accordance with established policies and procedures within the District. Such supervision shall include not only the orientation and training of new members, but the overseeing of staff assignment and referrals made to the Pupil Services office, as well as the consultation about specific cases and the in-service training of various staff within the District.
10. Manages and supervises departmental administrative and clerical operations.
11. Assumes responsibility for the professional guidance, supervision, development, and evaluation of department staff.
12. Supervises the activities of teachers engaged in home hospital instruction.
13. Makes recommendations on the employment, transfer, promotion, and release of departmental professional staff.
14. Keeps abreast of developments in the field and acts as a resource for counseling staff and other pupil services personnel.
15. Assumes responsibility for own professional development; for keeping current with the literature, new research findings. Assumes responsibility for remaining aware of State and County requirements and regulations affecting compensatory education, special education and health services.
16. Collaborates with teachers, principals, and other school personnel in sharing information and understanding about a student, and establishes and plans for respective roles in the modification of the student's behavior.
17. Evaluates projects proposed by members of the staff for their relevance to the District's plans and needs and their eligibility for State and Federal funding.
18. Prepares and administers all Pupil Services and grant program budgets.
19. Remains up-to-date on all special project funding information and legislation for the possibilities and opportunities offered for educational grants, entitlements, and allocations relevant to the needs of the District.
20. Assists the Superintendent and professional staff in planning the wise utilization of funds available to the schools through the use of the various funded programs.
21. Performs such tasks and assumes such responsibilities as may be assigned by the Assistant Superintendent, Educational Services.
22. Serves as a contributing member at the administrative staff meetings and attends school board meetings as a resource to the Board.
23. Maintains liaison with community mental health clinics, special schools, and other resources offering therapeutic services.
24. Reports annually to the Superintendent and Board of Trustees concerning the District's involvement in State, Federal and other special funded projects.

25. Assumes responsibility for the administrative proceedings for expulsion hearings with the Board of Trustees, and prepares State expulsion reports.
26. Serves as the District Crisis Team coordinator for Psychological first aide.
27. Establishes community partnerships and develops MOU/contracts, as needed.
28. Establishes Multi-tiered systems of support for behavior.
29. Oversees District Wide Discipline/PBIS Committee.
30. Oversees and coordinates the School of Choice process.
31. Oversees the enrollment process in the District.
32. Provides services for homeless and foster youth.
33. Compiles information for State and Federal reporting purposes, such as racial and ethnic surveys, the California Longitudinal Pupil Attendance Data System (CALPADS), standard school crime reporting program and any other mandated reports.
34. Oversees William's Settlement requirements, as related to textbooks.
35. Oversees Opportunity Program.
36. Oversees the TUPE coordinator and grant.
37. Coordinates monthly meetings and trainings for Attendance Technicians.
38. Assumes administrative responsibility for student attendance and truancy.
39. Coordinates monthly meetings with Counselors and Outreach Specialists (ORCs).
40. Holds bi-weekly nursing meetings.
41. Coordinates the writing and updates of the Comprehensive School Safety Plans and report to Board of Trustees.
42. Assists with District's Crisis Intervention Plan.
43. Responsible for writing and overseeing Goal 4 of the LEA plan that supports school goals and program development. Supports principals in aligning Goal 4 of school site plans.
44. Provides annual training of staff on 504 plans and reviews all district 504 plans and provides feedback.
45. Responds to all 504 plan complaints and investigations.
46. Co-supervises the district's Outreach Specialists (ORCs) at all school sites with site principals.
47. Serves as the liaison to the District's Wellness Committee. Works with site administrators to designate a representative to attend quarterly meetings that focus on the OSD Student Wellness Policy.
48. Oversees and Chairs the Oxnard School District's Student Attendance Review Board (SARB).
49. Performs other duties as may be assigned.

**Term of Employment:**

This shall be a twelve-month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in District Policy.

**Evaluation:**

The evaluation and assessment of performance of the Director, Pupil Services, will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of *Education Code* 44660-44665, and Oxnard School District Board Policy.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Board Approved: ~~April 6, 2014~~, April 15, 2015

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch **DATE OF MEETING:** April 15, 2015

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A: PRELIMINARY \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT \_\_\_\_\_ **X** \_\_\_\_\_
- SECTION D: ACTION \_\_\_\_\_
- SECTION E: REPORTS/DISCUSSION \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE: Personnel Actions (Vaca/Koch)**

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**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



## CLASSIFIED PERSONNEL ACTIONS

April 15, 2015

New Hire

Avalos, Martha P	Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days	03/23/2015
Gonzales, Andrew	Child Nutrition Worker, Position #6626 Sierra Linda 5.0 hrs./185 days	03/24/2015
Provencio, Renee	Speech Language Pathology Assistant (B), Position #6343 Pupil Services 8.0 hrs./183 days	03/19/2015
Razo, Rudy	Site Technology Technician, Position #6815 Soria 5.75 hrs./192 days	03/04/2015
Villagomez, Amalia	Child Nutrition Worker, Position #1829 Marshall 5.0 hrs./185 days	03/23/2015

Limited Term

Ayala, Janette Y.	Paraeducator	03/27/2015
Cuevas, Rudy	Custodian	03/11/2015
Ingram, Jason	Child Nutrition Worker	03/12/2015
Olivares, Rury	Paraeducator	03/19/2015
Reyes, Julia	Accountant/Internal Auditor	03/09/2015
Smith, Russell	Custodian	03/11/2015
Sosa, Lidia	Paraeducator	03/25/2015
Soto, Mario D.	Custodian	02/11/2015

Exempt

Ortega, Jonathan	Campus Assistant	03/11/2015
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Promotion

Tellez, Argelia	School Office Manager (B), Position #2389 Soria 8.0 hrs./215 days Intermediate School Secretary (B), Position #2669 Soria 8.0 hrs./192 days	03/19/2015
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Increase in Hours

Porath, Hector	Paraeducator II (B), Position #1626 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #1626 Pupil Services 5.5 hrs./183 days	03/12/2015
Tanedo, Melinda	Paraeducator II, Position #2195 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #2195 Pupil Services 5.0 hrs./183 days	03/25/2015

Transfer

Garcia, Socorro	Custodian, Position #2544 Soria 8.0 hrs./246 days Custodian, Position #499 Driffill 8.0 hrs./246 days	04/01/2015
Gonzalez, Lorena	Custodian, Position #6726 Kamala 8.0 hrs./246 days Custodian, Position #1365 Kamala 8.0 hrs./246 days	03/30/2015
Hernandez, Maria R.	Child Nutrition Worker, Position #2853 Sierra Linda 5.0 hrs./185 days Child Nutrition Worker, Position #2840 McKinna 3.0 hrs./185 days	04/13/2015

Ledbetter, Christopher	Site Technology Technician, Position #6803 Fremont 8.0 hrs./192 days	03/23/2015
	Site Technology Technician, Position #2511 Ramona 8.0 hrs./192 days	
Rodas, Derick	Site Technology Technician, Position #6804 Frank 8.0 hrs./192 days	03/11/2015
	Site Technology Technician, Position #2946 Frank 5.0 hrs./192 days	
Sides, Griselda	Paraeducator II, Position #6783 Pupil Services 5.75 hrs./183 days	03/16/2015
	Instructional Assistant PH, Position #1874 Pupil Services 5.5/183 days	
<u>In Lieu of Layoff</u>		
Serratos, Juan Carlos	Custodian, Position #2541 Fremont 4.0 hrs./246 days	03/30/2015
	Custodian, Position #6450 Kamala 4.0 hrs./246 days	
<u>Return from Leave of Absence</u>		
Benavides, Leticia	Preschool Assistant (B), Position #1234 San Miguel 3.0 hrs./183 days	03/16/2015
Carmikle, Kyle	Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days	03/16/2015
<u>Unpaid Leave of Absence</u>		
Salas, Cristina	Library Media Technician, Position #2525 Rose Ave. 5.0 hrs./190 days	08/01/2015-06/30/2016
<u>Resignation</u>		
Herrera, Monica	Bus Driver, Position #1292 Transportation 8.0 hrs./183 days	03/10/2015
DeGennaro, Matthew	Senior Human Resources Analyst, Position #6298 Classified Human Resources 8.0 hrs./246 days	03/11/2015
Lopez, Jose	Paraeducator III, Position #977 Pupil Services 5.75 hrs./183 days	04/13/2015
<u>Medical Layoff</u>		
1620	Library Media Technician, Position #2464 McKinna 4.5 hrs./190 days	03/05/2015

**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**

Gabriel V. Gonzales	Teacher, 4 SEI/ELM, Harrington	March 26, 2015
Carole Puls-Gonzales	Teacher on Special Assignment, McKinna	March 12, 2015
Dietra Hill	Teacher, K Support, Rose Avenue	March 10, 2015
Alfred Cruz	Substitute Teacher	2014/2015 School Year
Chad Davis	Substitute Teacher	2014/2015 School Year
Naiyma Houston	Substitute Teacher	2014/2015 School Year
Gabriela Rodriguez	Substitute Teacher	2014/2015 School Year
Melissa Wald	Substitute Teacher	2014/2015 School Year

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

Claudia Moore	McAuliffe	April 13, 2015
Lenore Serres	McKinna	March 16, 2015
Noelle Starr	Driffill	March 16, 2015

**RESIGNATION**

Katherine Burns	Teacher, Art, Frank	June 18, 2015
Cynthia Garside	Resource Specialist, Ramona	June 18, 2015
Amalia Granados	School Counselor, Soria	June 18, 2015
Patricia Hamm	Teacher, Pre-K M/S, San Miguel	June 18, 2015
Guillermo Lasso	Resource Specialist, Lemonwood	June 18, 2015
Adam Nielson	Teacher, Physical Education, Kamala	June 18, 2015
Reema Rana	Teacher, Mathematics, Chavez	June 18, 2015
Emily Rendon	Resource Specialist, Soria	June 18, 2015
Lori Romero	Teacher, TK/K Support, Ramona/Rose Ave.	June 18, 2015
Colleen Schiller	Speech/Language Specialist, Pupil Services	June 18, 2015
Greg Simpson	Resource Specialist, Fremont	June 18, 2015

**RETIREMENT**

Patti L. Gonzalez	Speech/Language Specialist, Pupil Services	June 30, 2015
Jon Portera	Teacher, 4 SEI/ELM, Chavez	May 14, 2015
Kathy Russell	Teacher, Special Education M/M, Harrington	June 19, 2015

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 04-15-15

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

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

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On February 4, 2015, the Oxnard School District Board of Trustees (“Board”) passed Resolution No. 14-26 initiating the process for the District to transition from an “at-large” election system to a “by-trustee area” election system commencing with the 2016 Board elections.

In approving Resolution No. 14-26, the Board expressed its concern about potential exposure to litigation under the California Voting Rights Act ("CVRA"), particularly taking into consideration the broad language of the CVRA and the fact that the CVRA grants a prevailing plaintiff the right to recover reasonable attorneys’ fees and expert witness fees. Unfortunately, a right to attorneys’ and expert witness fees is not provided to a prevailing public entity.

As part of the process to transition to a by-trustee area election system, the Board needs to adopt a final plan for implementing the new voting trustee areas. The presentation and consideration of the conceptual trustee area maps during a public meeting is an important part of the transition to a by-trustee area election system so that comments on the conceptual trustee area maps are not only received by the Board, but also from the public. Here, in addition to the Board having the opportunity to comment on the conceptual trustee area maps, the Board will also have the opportunity to receive comments and input from members of the public concerning the conceptual trustee area plans presented.

The District demographer will present the conceptual trustee area maps that have been prepared and District legal counsel will be present to answer any questions the Board may have.

**FISCAL IMPACT:**

There will be no fiscal impact.

**RECOMMENDATION:**

It is recommended that the Board of Trustees receive the presentation on the conceptual trustee area maps that have been prepared for public consideration and discussion by the Board.

**ADDITIONAL MATERIAL(S):**

- Power Point Presentation – Trustee Areas April 15, 2015 by Dolinka Group

**DISTRICT GOAL(S):**

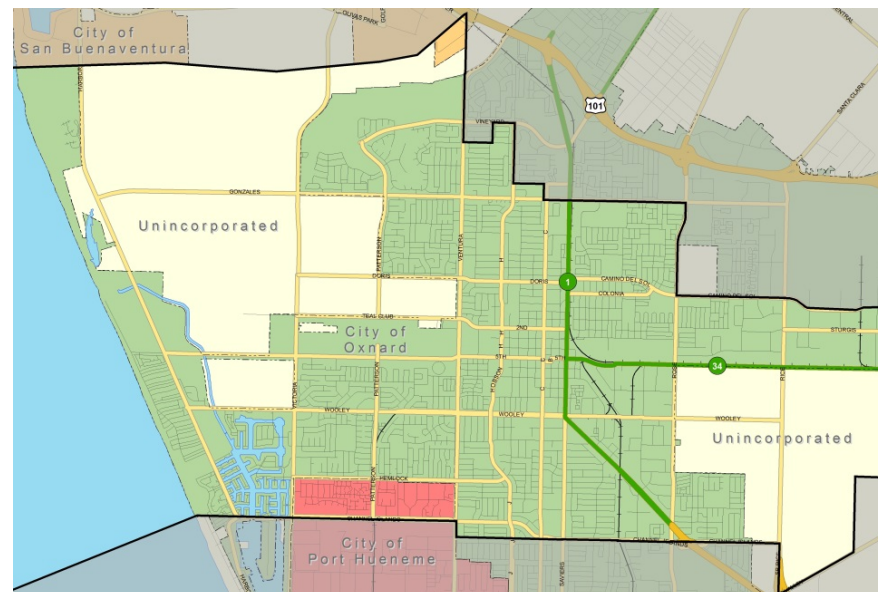
- *Goal One – Improve Communication with Community and Staff*

**Oxnard School District**

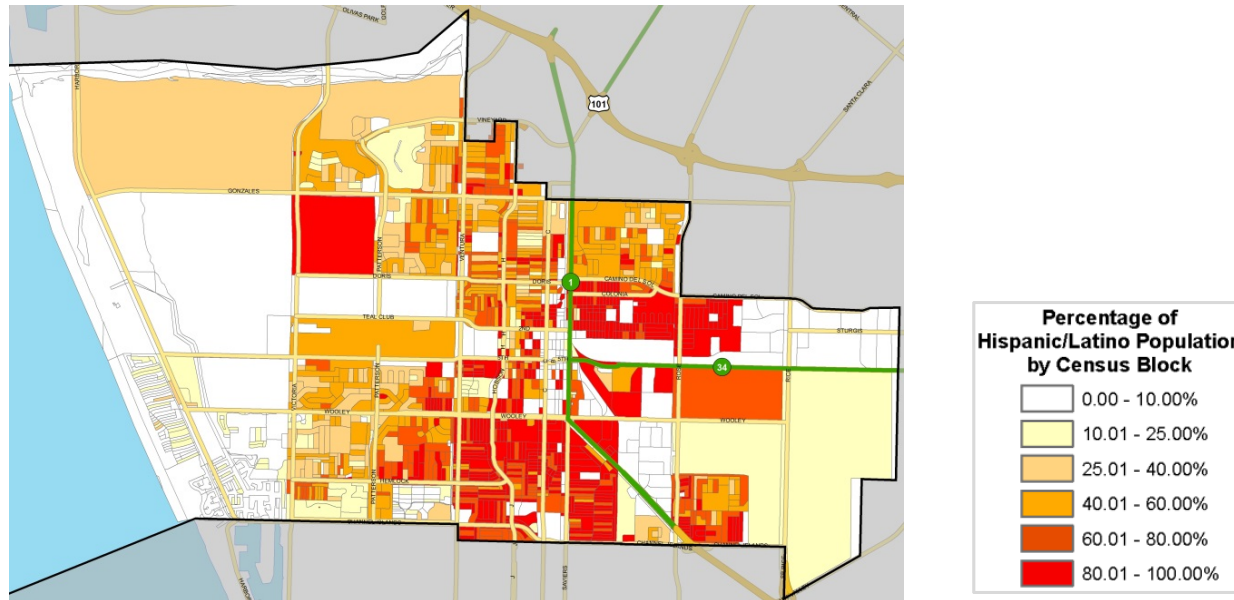
**Trustee Areas**  
**April 15, 2015**

## District Demographics 2010 Census Data

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



## District Demographics *Citizen Voting Age Population Estimates*



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

## Trustee Area Process

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



## Considerations in Trustee Areas

» Each area shall contain a nearly equal number of inhabitants



» Drawn to comply with the Federal Voting Rights Act



» Compact and contiguous, as much as possible



» Respect communities of interest, as much as possible



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



» Respect incumbency as much as possible



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





# Scenario A - Demographics

## Total Population

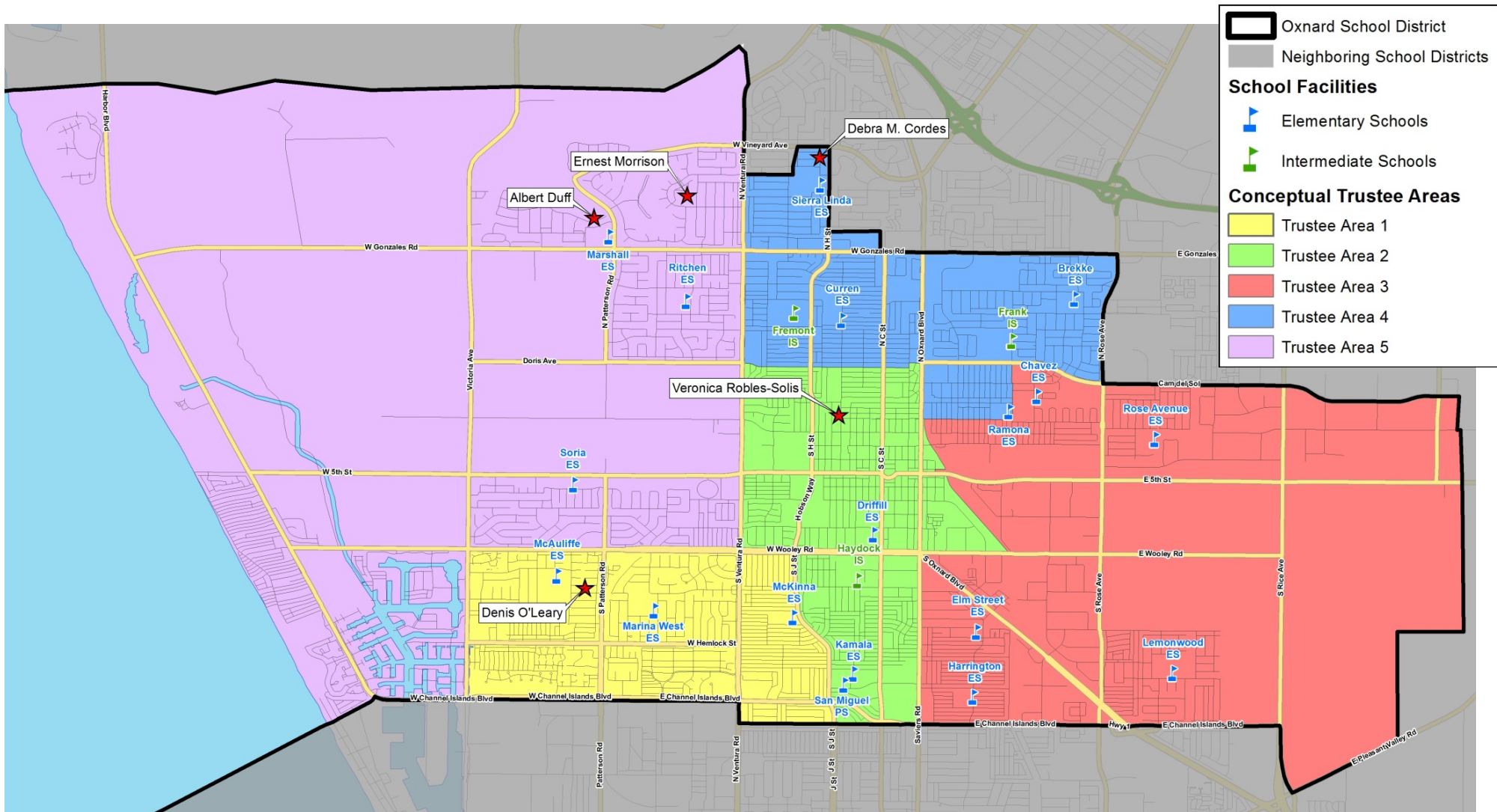
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	25,424	24,818	25,415	24,851	25,474
Population Variance	228	-378	219	-345	278
	0.90%	-1.50%	0.87%	-1.37%	1.10%
Hispanic/Latino	11,297	21,015	21,849	20,962	16,490
	44.43%	84.68%	85.97%	84.35%	64.73%
White	10,854	2,071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

## Citizens by Voting Age Population Estimate (2008-2012)

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



# Trustee Areas – Scenario B



## Scenario B - Demographics

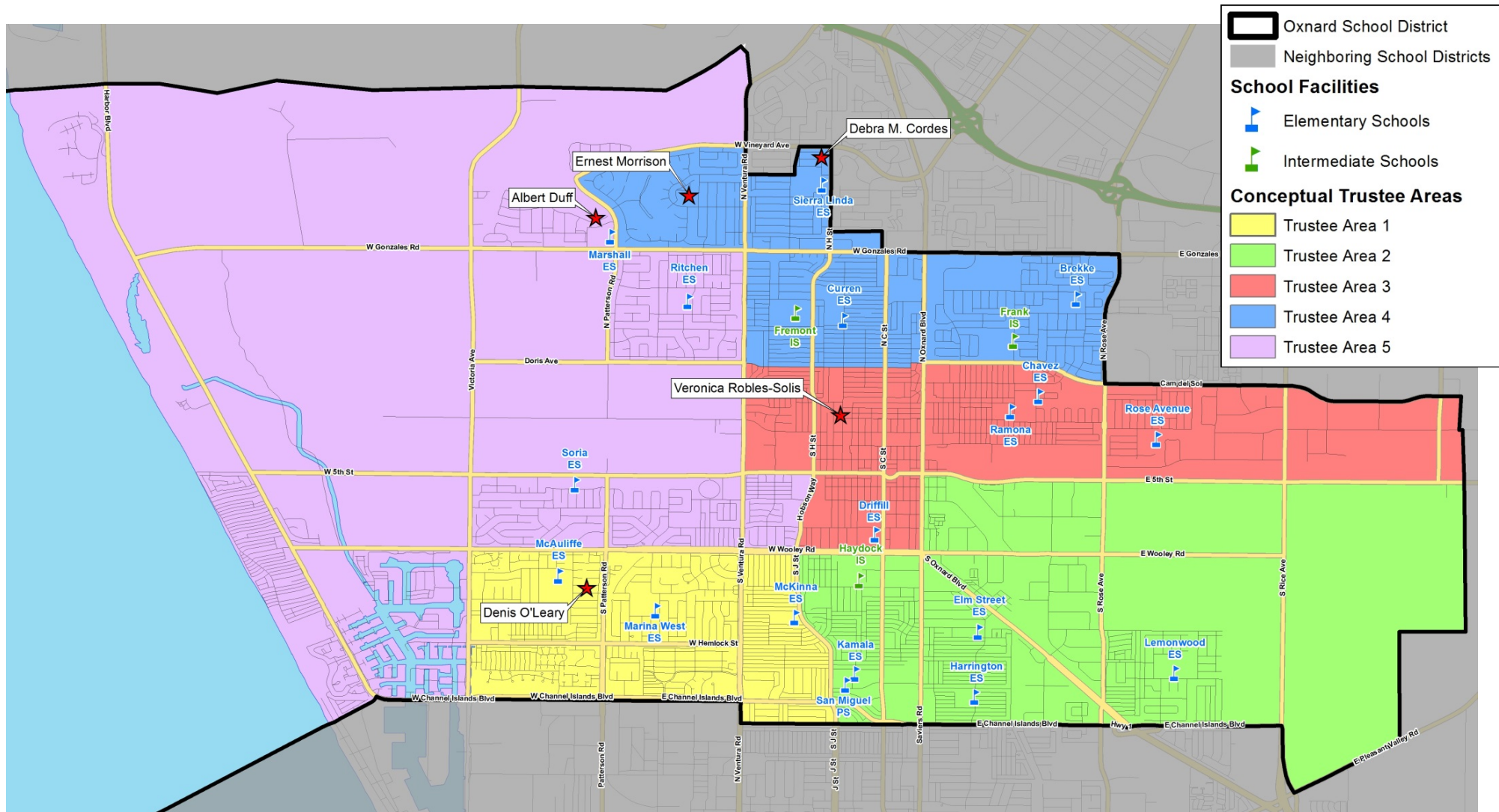
### Total Population

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

### Citizens by Voting Age Population Estimate (2008-2012)

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

# Trustee Areas – Scenario C





## Scenario C - Demographics

### Total Population

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

### Citizens by Voting Age Population Estimate (2008-2012)

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

## Questions





BOARD AGENDA ITEM

**Name of Contributor(s):** Dr. Nancy J. Carroll      **Date of Meeting:** 4/15/15

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

**Report on the Pilot of Mathematics Materials and the Findings of the Pilot Committee (Carroll/Curtis)**

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**EXECUTIVE SUMMARY:**

The Board of Trustees will take action on the selection and purchase of Mathematics materials for TK-5<sup>th</sup> grades—McGraw-Hill My Math and 6<sup>th</sup>-8<sup>th</sup> grades—Pearson Connected Math 3.

**FISCAL IMPACT:**

TK-5th grades—McGraw-Hill My Math	\$1, 600,876.56
6th-8th grades—Pearson Connected Math 3	<u>\$547,115.49</u>
Total	\$2,147,992.05

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept the report as presented.

**ADDITIONAL MATERIAL(S):** None

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 04-15-15

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

**Consideration of Resolution #14-36 Supporting the Right of Gerawan Farm Workers to be Represented by the United Farm Workers and Calling Upon Gerawan Farming to Cease Violating State and Federal Laws (Dr. Morales)**

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**DESCRIPTION:**

In 1990, during the last major organizing drive under Cesar Chavez’s leadership, farm workers at Gerawan Farming, one of the nation’s largest grape and tree fruit producers, voted for representation by the United Farm Worker (UFW) in a state-conducted secret-ballot election, with the Agricultural Labor Relations Board (ALRB) subsequently certifying UFW as the exclusive representative for the farm workers. In 2013 the ALRB ordered that the state-appointed mediator proposed terms for a three-year contract between Gerawan Farming and UFW was to take immediate effect.

Since ordering the implementation of the 2013 contract, the ALRB general counsel has filed several complaints accusing Gerawan Farming of “illegally excluding some of its farm workers from the benefits of a [union contract]”; illegally “instigating and encouraging the gathering of signatures” on petitions to decertify the UFW; “unlawfully interrogating workers about their union activities” and “surveilling” workers; “failing to bargain in good faith with its employees’ union”; “intimidating [employees] in the exercise of their right to participate in negotiations”; and failing to implement the state-issued union contract. This Resolution expresses support of the Gerawan Farm Workers and calls upon Gerawan Farming to comply with State and Federal laws.

**FISCAL IMPACT:**

There will be no fiscal impact.

**RECOMMENDATION:**

It is recommended that the Board of Trustees discuss and consider Resolution #14-36 Supporting the Right of Gerawan Farm Workers to be Represented by the United Farm Workers and Calling Upon Gerawan Farming to Cease Violating State and Federal Laws.

**ADDITIONAL MATERIAL(S):** Resolution #14-36 (2 pages)

**DISTRICT GOAL(S):**

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

**BEFORE THE BOARD OF EDUCATION OF THE  
OXNARD SCHOOL DISTRICT**

**RESOLUTION NO. 14-36**

**RESOLUTION SUPPORTING THE RIGHT OF GERAWAN FARM WORKERS TO BE  
REPRESENTED BY THE UNITED FARM WORKERS AND CALLING UPON  
GERAWAN FARMING TO CEASE VIOLATING STATE AND FEDERAL LAWS**

**WHEREAS**, in 1990, during the last major organizing drive under Cesar Chavez's leadership, farm workers at Gerawan Farming, one of the nation's largest grape and tree fruit producers, voted for representation by the United Farm Workers (UFW) in a state-conducted secret-ballot election, with the Agricultural Labor Relations Board (ALRB) subsequently certifying UFW as the exclusive representative for the farm workers; and

**WHEREAS**, in the succeeding 23 years after the election, Gerawan Farming thwarted all major efforts by UFW to negotiate a union contract, and in 2013, Gerawan workers invoked California's Agricultural Labor Relations Act, which provides for a neutral state-appointed mediator to decide union contracts when employers refuse to sign them; and

**WHEREAS**, the state-appointed mediator proposed terms for a three-year contract between Gerawan Farming and UFW, and in late 2013, the ALRB ordered that the contract was to take immediate effect; and

**WHEREAS**, since ordering the implementation of the 2013 contract, the ALRB general counsel has filed several complaints accusing Gerawan Farming of "illegally excluding some of its farm workers from the benefits of a [union contract]"; illegally "instigating and encouraging the gathering of signatures" on petitions to decertify the UFW; "unlawfully interrogating workers about their union activities" and "surveilling" workers; "failing to bargain in good faith with its employees' union"; "intimidating [employees] in the exercise of their right to participate in negotiations"; and failing to implement the state-issued union contract; and

**WHEREAS**, Gerawan Farming's refusal to implement the contract means its roughly 5,000 employees have collectively been denied millions of dollars they are owed by Gerawan Farming to cover paid holidays and regular wage increases; and

**WHEREAS**, ongoing and egregious violations of California labor laws by Gerawan Farming symbolizes the agricultural industry's defiance of the farm workers' rights to organize and negotiate union contracts despite California's 1975 Agricultural Labor Relations Act guaranteeing those rights.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Oxnard School District calls upon Gerawan Farming to comply with state and federal laws, including labor relations, antidiscrimination, and minimum wage and hour laws, and to immediately implement the terms of the union contract issued by the state-appointed mediator and approved by the ALRB; and

**BE IT FURTHER RESOLVED** that the Governing Board of the Oxnard School District will monitor the status of the issues raised herein to determine if additional action is warranted; and

**BE IT FURTHER RESOLVED** that copies of this Resolution be sent to Dan Gerawan of Gerawan Farming, UFW and the California Agricultural Labor Relations Board.

This Resolution was adopted at a duly called regular meeting of the Board of Trustees of the Oxnard School District held this **15th day of April, 2015.**

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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Veronica Robles-Solis  
President, Board of Trustees  
Oxnard School District

I, Albert Duff Sr., Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees in opened session during its meeting held on the 15th day of April, 2015.

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Albert Duff Sr.  
Clerk, Board of Trustees  
Oxnard School District

**BOARD AGENDA ITEM**

Name of Contributor(s): Morales/Cline/CFW

Date of Meeting: April 15, 2015

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

**APPROVAL OF RESOLUTION #14-32, ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (Morales/Cline/CFW)**

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The Oxnard Facilities Implementation Plan (“Plan”) utilizes a variety of funding sources to fund those projects identified in the Program, including developer fees, Bond proceeds, State Facilities Program reimbursements, and existing capital facilities fund balances. The District is relying, in part, on State Aid Modernization and New Construction Grant eligibility to match local funding to complete projects in the Plan.

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per-pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a District is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

This funding mechanism, known as the “use of grants”, can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have been used on another eligible project.

**FISCAL IMPACT:**

There will be no fiscal impact to the District’s general fund.

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt RESOLUTION #14-32 ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.

**ADDITIONAL MATERIALS:**

- 
- RESOLUTION #14-32, RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.
- 

**GOALS:**

Goal 5: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites.

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**RESOLUTION NO. 14-32**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 3 LEMONWOOD SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT**

**WHEREAS**, the Board of Trustees of the Oxnard School District approved Resolution #13-41 on June 4, 2014, authorizing the District Superintendent to submit project approval applications and project funding request applications to the State Allocation Board’s “Applications Received Beyond Bond Authority List” for Project 3 Lemonwood School Reconstruction;

**WHEREAS**, a school district’s eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

**WHEREAS**, the School Facility Program (SFP) allows a funding application to include a “Use of New Construction Grant” request to utilize a classroom loading standard higher than the State standard— but not higher than the maximum standard indicated in the District’s teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

**WHEREAS**, the Oxnard School District desires to submit a State funding application for the new Lemonwood Elementary School campus to be constructed at 2200 Carnegie Street utilizing a “Use of New Construction Grant” request;

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**BE IT RESOLVED** that the Board of Trustees of the Oxnard School District (“Board”) pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the “Use of New Construction Grant” funding mechanism in lowering the District’s cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and

**BE IT FURTHER RESOLVED** that the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Lemonwood Elementary School campus must be diverted from another project that would otherwise use those grants to defray construction costs; and,

**BE IT FURTHER RESOLVED** that the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for Lemonwood Elementary School for submission to OPSC that contains a “Use of New Construction Grant” request; and

**BE IT FURTHER RESOLVED** that the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards set out in the approved district teacher contract, and that the upper loading standard of 30 pupils per K-3 classrooms and 33 pupils per 4-8 classrooms proposed for the funding application does not exceed the maximum stipulated in the teacher contract; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Lemonwood Elementary School to be submitted to the appropriate State agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.



The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on April 15, 2015:

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF VENTURA     )

I, \_\_\_\_\_, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 15<sup>th</sup> day of April, 2015, and that it was so adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

This funding mechanism, known as the “use of grants”, can decrease the cost of new facilities for a district, but it requires the diversion of pupil grants from other district projects that the State would otherwise have found eligible. The use of grants mechanism does not increase the district’s overall number of pupil grants; instead, it transfers to one project a portion of the grants that would have been used on another eligible project.

**FISCAL IMPACT:**

There will be no fiscal impact to the District’s general fund.

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt RESOLUTION #14-33 ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.

**ADDITIONAL MATERIALS:**

- 
- RESOLUTION #14-33, RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.
- 

**GOALS:**

Goal 5: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites.

---

**RESOLUTION NO. 14-33**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT**

**WHEREAS**, the Board of Trustees of the Oxnard School District approved Resolution #13-42 on June 4, 2014, authorizing the District Superintendent to submit project approval applications and project funding request applications to the State Allocation Board's "Applications Received Beyond Bond Authority List" for Project 5 Elm School Reconstruction;

**WHEREAS**, a school district's eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding;

**WHEREAS**, the School Facility Program (SFP) allows a funding application to include a "Use of New Construction Grant" request to utilize a classroom loading standard higher than the State standard—but not higher than the maximum standard indicated in the District's teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and,

**WHEREAS**, the Oxnard School District desires to submit a State funding application for the new Elm Elementary School campus to be constructed at 450 East Elm Street utilizing a "Use of New Construction Grant" request;

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**BE IT RESOLVED** that the Board of Trustees of the Oxnard School District ("Board") pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the "Use of New Construction Grant" funding mechanism in lowering the District's cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and

**BE IT FURTHER RESOLVED** that the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this funding mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Elm Elementary School campus must be diverted from another project that would otherwise use those grants to defray construction costs; and,

**BE IT FURTHER RESOLVED** that the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for Elm Elementary School for submission to OPSC that contains a “Use of New Construction Grant” request; and

**BE IT FURTHER RESOLVED** that the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards set out in the approved district teacher contract, and that the upper loading standard of 30 pupils per K-3 classrooms and 33 pupils per 4-5 classrooms proposed for the funding application does not exceed the maximum stipulated in the teacher contract; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Elm Elementary School to be submitted to the appropriate State agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on April 15, 2015.

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA    )

I, \_\_\_\_\_, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 15<sup>th</sup> day of April, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Morales/Cline/CFW

**Date of Meeting:** April 15, 2015

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   **X**    
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF RESOLUTION #14-33, ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 5 ELM SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (Morales/Cline/CFW)**

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The Oxnard Facilities Implementation Plan (“Plan”) utilizes a variety of funding sources to fund those projects identified in the Program, including developer fees, Bond proceeds, State Facilities Program reimbursements, and existing capital facilities fund balances. The District is relying, in part, on State Aid Modernization and New Construction Grant eligibility to match local funding to complete projects in the Plan.

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under SFP, funding is allocated on a per-pupil basis in accordance with State loading standards for permanent classrooms. The State loading standard is 25 pupils per classroom for grades K-6 and 27 pupils per classroom for grades 7-12. A school district’s eligibility for State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to defray the cost of constructing a sufficient number of permanent classrooms to accommodate unhoused students and/or relieve classroom overcrowding. Each grant must be matched in dollar value by the district using a local funding source (e.g., local bond proceeds); this means that a new construction project deemed eligible for grants by the State will see half of its construction cost met by the SFP.

Section 1859.77.3 of the SFP allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a District is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Morales/Cline/CFW

**Date of Meeting:** 04/15/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X   \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**CONSIDERATION AND APPROVAL OF RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033 (Morales/Cline/CFW)**

The Elm Elementary School Replacement Project designated as Project No. 5 of the Oxnard School District Facilities Implementation Plan consists of the construction of a new elementary school with earthquake-resistant structures on the existing school site. At the completion of the new campus, the existing structures will be demolished, and those areas will be converted into playfields and hard court play areas for the new campus.

The District recently retained Tetra Tech to conduct an environmental assessment of the proposed Project and to determine whether the Project met the requirements of a categorical exemption from the California Environmental Quality Act (“CEQA”). Tetra Tech has completed its review and determined that the Project in fact meets the requirements for the exemption.

The Board is being asked to adopt the attached proposed resolution making certain findings of fact and determinations qualifying the Elm School Reconstruction Project, Project No. 5, for a Categorical Exemption from the California Environmental Quality Act (“CEQA”) environmental review requirements.

CEQA requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible. Article 19, Section 15302 of the California Public Resources Code provides a Categorical Exemption from the CEQA environmental review processes for projects that consist of a replacement of an aging campus with new earthquake-resistant structures and does not increase the capacity of the campus by more than 50% of the existing capacity. It is the local agency’s responsibility to determine whether a Project qualifies for Categorical Exemption. If the Oxnard School District determines that it qualifies, a Notice of Exemption is filed with the Ventura County Clerk.

Tetra Tech’s findings are attached for the Board’s review and consideration.

**FISCAL IMPACT:**

None.

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**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc, that the BOARD OF TRUSTEES ADOPT RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033

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**ADDITIONAL MATERIAL(S):**

- RESOLUTION #14-34 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033 (2 pages)
- Notice of Exemption Letter to the County Clerk of the County of Ventura (1 page)
- TETRA TECH CEQA Categorical Exemption Review Findings, dated March 12, 2015 (5 pages)

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**GOALS:**

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



**RESOLUTION NO. 14-34**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT MAKING CERTAIN ENVIRONMENTAL FINDINGS OF FACT AND DETERMINATIONS IN CONNECTION WITH THE RECONSTRUCTION OF THE ELM ELEMENTARY SCHOOL CAMPUS LOCATED AT 450 EAST ELM STREET, OXNARD, CA 93033**

**WHEREAS**, the Oxnard School District (“District”) is constructing a new K-5 elementary school campus on the existing site of the Elm Elementary School located at 450 East Elm Street, Oxnard, CA 93033 (“Project”); and

**WHEREAS**, the Project consists of the demolition of existing structures and reconstruction of earthquake-resistant buildings on the Elm Elementary School campus; and

**WHEREAS**, the buildings being constructed on the Elm Elementary School site campus consist of the reconstruction of existing facilities to be used for the same purpose as the buildings that will be demolished at the same location; and

**WHEREAS**, the reconstructed buildings will have a total square footage that is less than 50% greater than the existing square footage; and

**WHEREAS**, the reconstructed buildings will house a number of students and employee occupants that is less than 50% greater than the occupancy capacity of the existing structures; and

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et.seq.) (“CEQA”), and the CEQA Implementing Guidelines (14 California Code of Regulations sections 15000 et. Seq.), the District has reviewed the Project and determined that the Project qualifies for a Class 2 Categorical Exemption under California Code of Regulations Section 15302 as a replacement or reconstruction of an existing facility. Therefore, pursuant to CEQA section 21084 and CEQA Guidelines section 15302, the Project qualifies as a Categorical Exemption and no further analysis is required.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**BE IT RESOLVED** that the Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and the report of the environmental consultant and finds that pursuant to CEQA section 21084 and CEQA Guidelines section 15302, the Project qualifies as a Class 2 Categorical Exemption and no further analysis is required; and

**BE IT FURTHER RESOLVED**, that the Board approves the filing and recordation of a CEQA Notice of Exemption; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and



Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Ventura
800 South Victoria Avenue
Ventura, CA 93009

From: (Public Agency): Oxnard School District
1501 South A Street
Oxnard, CA 93030
(Address)

Project Title: Project 5: Elm Reconstruction

Project Applicant: Oxnard School District

Project Location - Specific:
450 E. Elm Street, Oxnard, California 93033

Project Location - City: Oxnard Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The project proposes to demolish an existing elementary school and replace it with new buildings that would be earthquake resistant.

Name of Public Agency Approving Project: Oxnard School District

Name of Person or Agency Carrying Out Project: Oxnard School District

- Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- [X] Categorical Exemption. State type and section number: 15302, Class 2
- Statutory Exemptions. State code number:

Reasons why project is exempt:
The project proposes to demolish an existing elementary school and replace it with new buildings that would be earthquake resistant. The replacement project will have the same purpose as the existing facility and will result in a slight decrease in area of use, as well as a slight decrease in student capacity.

Lead Agency
Contact Person: Area Code/Telephone/Extension: (805) 385-1501

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [ ] Yes [ ] No

Signature: Date: Title:

[ ] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



C498-6092

March 19, 2015

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

**Subject:** Categorical Exemption under California Environmental Quality Act (CEQA),  
Reconstruction of Elm Elementary School

**Reference:** Proposal to Perform CEQA Compliance Review Preconstruction Services for Elm  
Elementary School dated January 22, 2015

Dear Mr. Grant:

Please find as follows our findings that the proposed reconstruction of Elm Elementary School, 450 E. Elm Street, Oxnard, California 93033 is exempt from further CEQA analysis. In addition, as was scoped in our referenced proposal, attached is a completed Notice of Exemption form to be filed with the Ventura County Clerk and Recorder's office.

The project identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

**Assessor Parcel Number (APN):** 2040-111-020

**Location:** 450 E. Elm Street, Oxnard, California 93033

**Project Title:** Elm Reconstruction MA #13-132, WAL #001

**Project Applicant (Public Agency Approving Project):** Oxnard School District

**Project Description:**

The proposed project includes demolition of an existing elementary school and replacement with new buildings that would be built to current seismic codes, thereby making the buildings earthquake resistant. The current facilities proposed for demolition include structures that total 30,893 square feet. These facilities include classrooms, a multi-purpose building, administration building and a separate Kindergarten facility. Parking facilities at the school include 38 parking spaces with two identified as Americans with Disabilities Act (ADA) accessible. In addition to classrooms and support facilities, five metal storage containers are also located at the school. The proposed replacement facilities plus those facilities that will remain include a total of 26,957 square feet. This represents a decrease in teaching facilities of about 13 percent. The current and proposed student capacity at the school is as summarized in Table 1.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130 | Santa Barbara, CA 93111

Tel 805.681.3100 Fax 805.681.3108 [www.tetrattech.com](http://www.tetrattech.com)

**Table 1: Capacity of the Existing and Proposed Reconstructed Elm Elementary School**

		<b>Pupils per Classroom</b>	<b>Capacity</b>
<b>Existing Facilities</b>	32	32.8	1,050
<b>Proposed Facilities</b>	26	32.8	853
Decrease in Capacity			18.76%

An average of 32.8 students per classroom is based on 30 students per classroom for Kindergarten through Grade 3 and 35 students for Grades 4 and 5. Parking at the new school will support a total of 69 cars, two ADA accessible spaces and one space that would be van accessible.

**CEQA Exemption Recommendation:** Categorical Exemption

**Specific CEQA and/or CEQA Guideline Section for Exemption:** **CEQA Guidelines Section 15302 Replacement or Reconstruction**

**Reasons to support exemption findings:**

CEQA Guidelines Section 15302 Replacement or Reconstruction, defines a Class 2 exemption as replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced including, but not limited to replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase in capacity more than 50 percent. The proposed reconstruction would be about 13 percent less square footage than existing facilities and represents about a 19 percent decrease in student capacity. This meets the requirement of a Class 2 exemption under CEQA.

If, however, a project could result in a significant impact, the exemption may not apply. Exceptions to the exemption are discussed below (Section 15300.2 of the State CEQA Guidelines) and reasons why they are not applicable to this project are identified.

- a) **Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

This exception does not generally apply to a Class 2 exemption which involves reconstruction of the same use on the same site. However, there are some potential issues related to hazardous materials at the site. In January 2014, asbestos sampling of the existing buildings was completed. No asbestos containing materials were detected. A lead paint survey was also conducted at the existing school in January 2014. Lead-containing paint and lead-based paint was found at the school based on the

results of this survey. Prior to demolition of the existing buildings, all relevant state and federal regulations will be adhered to and, therefore, no impacts to the environment would occur. In addition, a limited soil sampling investigation was undertaken in January, 2014. Preliminary findings determined that shallow soils near the main school building (Building 1) have been impacted by elevated lead concentrations. Soil abatement after demolition of the existing school buildings will be conducted to ensure that there are no impacts from elevated lead found in the soil. All impacted soils would be disposed of as required by local and state regulation. Finally, a review of hazardous materials at the existing facility in January, 2014 identified the following hazardous materials in the existing buildings.

- Mercury-containing lighting;
- Refrigerants associated with refrigeration and air conditioning units; and
- Potential lead-acid and/or lithium batteries associated with alarm system and power backup.

These materials will be disposed of properly prior to demolition of the existing buildings as required by state and local regulation.

**b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.**

The reconstruction of a school at the project site would not be expected to result in a significant cumulative impact because use of the site would remain the same.

**c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There is no evidence to indicate that the reconstruction of a school project would have a significant effect on the environment due to unusual circumstances.

**d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The proposed project would continue existing uses at the site and would not result in damage to scenic resources. The site is located approximately 0.14 miles south southwest of Pacific Coast Highway. Pacific Coast Highway has been designated as a Blue Star Memorial Highway and a scenic highway. Multi-family residential dwellings and commercial enterprises are found between the school site and Pacific Coast Highway. The view by the traveling public from Pacific Coast Highway would not be impacted by the project.

**(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The project site is not included on any hazardous waste list compiled pursuant to Section 65962.5 of the Government Code.

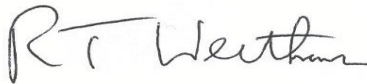
**(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

Four of the nine existing school buildings are more than 50 years old but have been assumed by the Oxnard School District (OSD) to be not eligible for listing as historic resources under CEQA. There are four buildings (Buildings 1, 2, 3, and 5) constructed between 1948 and 1950. None of these four buildings are currently listed on the California Register of Historical Resources (CRHR) nor are they currently listed on the National Register of Historic Places (NRHP). The school is located 1.75 miles away from the Henry T. Oxnard Historic District which is a 70-acre historic district that was listed on the NRHP in 1999. This district includes 139 contributing buildings and includes homes mostly built before 1925.

The OSD has owned this school site since 1948 and they have conducted a review of their records and they have no record of the OSD declaring this site or the buildings on the site to have any historical significance nor be a historical resource. OSD has no information to suggest that any other State or local agency has done so. The OSD intends to demolish the nine existing buildings and does not intend to seek such a designation as a historical resource. The OSD has documented these items in the attached OSD letter dated March 18, 2015.

Please contact me at (805) 681-3101 if you have any questions regarding this analysis or need additional information.

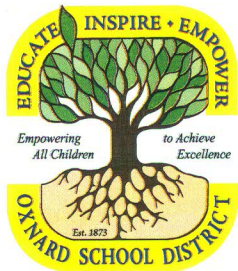
Sincerely,  
**TETRA TECH, INC.**



Randy T. Westhaus, P.E.  
Project Manager

Attachments: Oxnard School District letter dated March 18, 2015





# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030

805/385-1501

www.oxnardsd.org

## BOARD OF TRUSTEES

VERONICA ROBLES-SOLIS  
President

ALBERT DUFF SR.  
Clerk

DEBRA M. CORDES  
ERNEST "MO" MORRISON  
DENIS O'LEARY

## ADMINISTRATION

DR. CESAR MORALES  
Superintendent

DR. JESUS VACA  
Assistant Superintendent  
Human Resources and Support  
Services

DR. NANCY J. CARROLL  
Interim Assistant Superintendent  
Educational Services

LISA CLINE  
Assistant Superintendent  
Business & Fiscal Services

March 18, 2015

Mr. Randy Westhaus  
Tetra Tech, Inc.  
5383 Hollister Avenue, Suite 130  
Santa Barbara, CA 93111

**RE: Project 5 - Elm Elementary School Reconfiguration Historical Status**

Dear Mr. Westhaus:

We are very appreciative of the services provided by Tetra Tech, Inc., with respect to the construction of our new school at the existing Elm Elementary School site. I understand that you have requested some additional information to complete your environmental analysis of the site.

The District's Facilities Implementation Plan/Program Project No. 5 consists of the complete reconstruction of the Elm Elementary School on the same site as the existing Elm Elementary School. The new school will be constructed in the play field area of the existing school site without disrupting the existing school operations. Once the new school is complete, the existing structure will be demolished. The new buildings will all meet the current school construction codes and regulations, will meet all seismic requirements and will provide the Elm students with the latest technological advancements, including 21<sup>st</sup> Century learning environments.

We have conducted a review of our records here at the District and have no record of the District declaring the site or the buildings on the site to have any historical significance nor be an historical resource. We have no information to suggest that any other State or local agency has done so. The Oxnard School District intends to demolish the building and does not intend to seek such a designation.

If you have any questions or comments, please contact Greg Grant of Caldwell Flores Winters, Inc. for assistance.

Sincerely,

Dr. Cesar A. Morales  
Superintendent  
Oxnard School District

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



**BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 4/15/15

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

**Award of Field Contract #FC-P15-03470 – Chain Link Fence Project – Marshall School (Cline/Cross)**

Proposals were solicited for Field Contract #FC-P15-03470, Chain Link Fence Project – Marshall School, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Thursday, April 2, 2015. The scope of work involves chain link fence installation at Marshall School.

It is requested that the Board of Trustees award Field Contract #FC-P15-03470 to Fence Factory, in the amount of \$9,650.00. The project will be funded through Williams Reimbursement Funds.

**FISCAL IMPACT:**

\$9,650.00 – Williams Reimbursement Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director of Facilities, that the Board of Trustees award Field Contract #FC-P15-03470, Chain Link Fence Project – Marshall School, in the amount of \$9,650.00 to Fence Factory.

**ADDITIONAL MATERIALS:**

Attached:       Field Contract #FC-P15-03470, Fence Factory (3 Pages)

**DISTRICT GOAL(S):**

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

MUST BE TYPEWRITTEN

OXNARD SCHOOL DISTRICT
1055 South C Street • Oxnard, CA 93030
Phone: (805) 486-4436 • Fax: (805) 486-5848

Project No.:
FC-P15-03470

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT is made as of April 2, 2015, between FENCE FACTORY ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Nine Thousand Six Hundred Fifty Dollars (\$9,650.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: \*PER ATTACHED SCOPE OF WORK AND PROPOSAL DATED 4/2/15.

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. \*\*Work to begin 4/16/15 & be completed by April 25, 2015.

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "General Conditions".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner. Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

X Scope of Work
X Subcontractor List
X Specifications
X Certificates I Liability Insurance
X Drawings
X Certificates / Workers Compensation
X Supplemental Conditions
Insurance
Performance Bond
X Purchase Order No. P15-03470
X Proposal dated 4/2/15
Other

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name
Signature
Title
Firm Address
Date
Telephone
Fax No.
Contractor's License No.
Fax No.
License Class
Tax I.D. No.

FOR DISTRICT USE ONLY

Project Manager Larry Cross
Signature
Date
Funding Source Williams Reimbursement Funds

GENERAL CONDITIONS

- 1. WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. JOB WALK/SITE VISIT: Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. DEFAULT BY CONTRACTOR: Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. TERMINATION: District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so changed shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.

6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
- a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has no duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
- b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
- c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
- d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
- b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such , third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings.; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
- a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
- b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
- c. Fire insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
- a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
- b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work converted by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Morales/CFW

Date of Meeting: 4/15/15

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA \_\_\_\_\_
- SECTION D: ACTION   X
- SECTION E: REPORTS/DISCUSSION \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF AMENDMENT #5 TO AGREEMENT #07-100 WITH CALDWELL FLORES WINTERS, INC. (MORALES/CFW)**

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**BACKGROUND AND ANALYSIS**

One July 11, 2007, the Oxnard School District (District) entered into an agreement (Agreement #07-100) with Caldwell Flores Winters, Inc. (CFW) to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions)(“Contract”). The District utilizes these financing instruments to fund its capital facilities improvements and other short and long-term commitments.

The original Contract had a term of five (5) years with an option to extend the term of the Agreement by a term mutually agreed upon by both parties. On June 27, 2012, the Board approved an extension to the term of the Contract for a period of three (3) years (Amendment #4 to Agreement #07-100). The current term of the Agreement expires on July 1, 2015.

Since 2007, CFW has assisted the District in the following accomplishments:

- The establishment of Measure “R”, the District’s \$90,000,000.00 general obligation bond program approved by voters in November 2012;
- The successful structuring and sale of \$59.6 million, to date, in Measure “R” bonds in support of the District’s Facilities Implementation Program including the construction of 21<sup>st</sup> century classrooms at 8 campuses, design of the new Elm and Lemonwood campuses, as well as the design and construction of the new Harrington Elementary campus;
- The securing of historic low interest rates for the tax payers for the first three series of Measure “R” bonds (an average borrowing rate of 3.78%);
- The successful refinancing of \$42.1 million in outstanding bonds resulting in approximately \$3.5 million in taxpayer savings over the remaining life of those bonds

Based on the excellent financial advisory services provided by CFW, the fact that the fees charged by CFW have not changed in over eight (8) years, and the successful accomplishments of the capital facilities program funded by the bond program, the District desires to extend CFW’s contract for a second time, to be effective April 15, 2015 through February 15, 2020. All other terms of the Contract, including the prior four (4) amendments to that Contract would remain unchanged.

**FISCAL IMPACT:**

CFW’s fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District’s construction fund. As a result, the extension of the Contract does not impact the District’s General Fund.

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board accepts and adopts Amendment #5 to Agreement #07-100 between the Oxnard School District and Caldwell Flores Winters, Inc.

**ADDITIONAL MATERIAL**

- Attached:
- Amendment #5 to Agreement #07-100 (1 page)
  - Amendment #4 to Agreement #07-100 (4 pages)
  - Amendment #3 to Agreement #07-100 (3 pages)
  - Amendment #2 to Agreement #07-100 (1 page)
  - Amendment #1 to Agreement #07-100 (2 pages)
  - Agreement #07-100 (6 pages)

**AMENDMENT #5 TO AGREEMENT #07-100**

The parties enter into this Amendment #5 to Agreement #07-100 Contract for Services by and between the Oxnard School District (hereinafter, the "District") of Ventura County and Caldwell Flores Winters, Inc (collectively, the "Parties"). This Amendment #5 shall be referred to hereinafter as the "Amendment"; the original contract between the parties entered into on July 11, 2007, shall be referred to hereinafter as "Contract". This Amendment is entered into, to be effective on the 15<sup>th</sup> day of April, 2015, the date of approval by the Board of Trustees of the District.

The Contract has been amended for a variety of reasons on four separate occasions to add additional services and, in one instance, to extend the term by an additional period of time. The parties value the contractual relationship and desire to further extend the term for an additional five (5) year period. Therefore, the Parties agree to modify Article IV of the Contract as amended by paragraph 2 of Amendment No. 4 as follows:

The provisions of the Paragraph IV of the Original Agreement entitled "TERM", later amended by Amendment #4, shall be replaced in its entirety with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for a period of five (5) years from that date. Upon agreement between the Parties, the term may be further extended for a period of additional five (5) year terms.

All other provisions, terms and conditions of the Contract, including the amendments thereto (Amendments 1 through 4) remain unchanged and in full force and effect.

In WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 15<sup>th</sup> day of April, 2015.

**CALDWELL FLORES WINTERS, INC.**

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent  
Oxnard School District

**AMENDMENT #4 TO AGREEMENT #07-100**

This amended contract for services (the “Amended Agreement” or the “Agreement”) is entered into on July 1, 2012, by and between Caldwell Flores Winters, Inc. (“CFW”), and the Oxnard School District of Ventura County (the “District,” and together with CFW, the “Parties”), amends and supplements the contract for services (the “Original Agreement”), entered into on the 11<sup>th</sup> day of July 2007, by and between CFW and the District.

1. The first Paragraph of Exhibit A referred to in paragraph I of the Original Agreement entitled “CONSULTANT SERVICES” is amended as follows:

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization (as defined below), if any.

2. The provisions of the Paragraph IV of the Original Agreement entitled “TERM” are hereby deleted in their entirety and replaced with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for three (3) years from that date. Upon agreement between the Parties, the Agreement may be extended for additional three (3) year terms.

Pursuant to Amendment #3 to the Original Agreement, the Parties agreed that CFW would provide consultant services to establish a general obligation bond program to be considered by the voters in the District on November 6, 2012. Provided the voters authorize general obligation bonds in the November 2012 election (the “2012 Authorization”), then notwithstanding the year-to-year term extensions set forth above, the term of this Agreement as it relates to bonds issued under the 2012 Authorization, shall extend to the date of issuance of the final series of bonds under the 2012 Authorization.

3. The provisions of the Paragraph VI of the Original Agreement entitled “TERMINATION” are hereby deleted in their entirety and replaced with the following provisions:

The District may terminate this Agreement for any reason or for no reason, on the date that is thirty (30) calendar days from the date written notice is given to CFW, or on any specified date thereafter (each, a “Termination Date”).

If termination is without cause, the District will pay CFW for any and all services completed up to and including the Termination Date; provided that if termination occurs prior to full completion of any task or service, the compensation for such task or service

will be based on the percent of completion, as agreed to by the Parties. The District will not be liable for any costs, expenses or compensation in excess of such amounts.

The District may also terminate for cause by setting the Termination Date to be twenty-one (21) days from the date of written notice describing the reason(s) for termination and specifying that if, within said period, CFW cures the condition or violation or make satisfactory arrangements for the correction thereof with the District, the notice will be rescinded. Cause shall include: (a) CFW's failure or refusal to reasonably perform the provisions of the scope of work; or (b) any act by CFW exposing the District to liability to others.

4. Portions of Paragraph VII of the Original Agreement entitled "NOTICES" are hereby revised as follows:

Oxnard School District  
ATTN: Jeff Chancer, Superintendent  
1051 South "A" Street  
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.  
ATTN: Ernesto R. Flores, President  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 1<sup>st</sup> day of July 2012.

**CALDWELL FLORES WINTERS, INC.**

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.

\_\_\_\_\_  
Jeff Chancer, Superintendent  
Oxnard School District

**EXHIBIT A**  
**SCOPE OF WORK**

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization, if any.

***I. Financial Advisory Services to Issue Bonds***

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt



issuance, transfer of proceeds and preparation of draw schedule.

10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.
11. Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.
12. Assist the staff as needed in the implementation of the proposed bond program.

## AMENDMENT # 3 TO CONTRACT FOR SERVICES

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this \_\_\_\_ day of March, 2012. This agreement amends Section XII.Fee and Exhibit A Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

### **SECTION XII. FEE**

This section is amended to add the following fee for provision of additional services:

#### **E. Services to Establish a General Obligation Bond Program**

Pursuant to Exhibit A Section IV, CFW agrees to provide consultant services to establish a bond program. The fee for these services is a flat fee of \$45,000 and is completely contingent upon the passage of a general obligation bond by District. If District fails to call an election and/or if said election fails to be approved by local voters, the District is not obligated to compensate CFW for any personnel or expenses incurred to date for services to establish a general obligation bond program pursuant to this section.

#### **F. Services to Conduct a Voter Opinion Survey**

Pursuant to Exhibit A Section V, CFW agrees to provide a voter opinion survey. CFW shall be compensated a flat fee of \$22,500, payable upon presentation of survey results to the Board.

### **EXHIBIT A SCOPE OF WORK**

This section is amended to include the following scope of work for additional services:

#### **IV. SERVICES TO ESTABLISH A GENERAL OBLIGATION BOND PROGRAM**

In order to establish a general bond program for District consideration, CFW shall provide the following consultant services and:

1. Analyze the assessed valuation profile of the District, including existing tax rates and average assessed values, and conduct analysis of District's statutory bonding capacity and bond proceeds that may be generated immediately and over time
2. Recommend an optimal tax, tax rate, and method to assess the tax over the life of the proposed financing program
3. Establish the maximum level of bonded authorization to be undertaken and a proposed schedule for the issuance of bonds
4. Assist District in determining the feasibility of calling an election to authorize a general obligation bond program, including feedback from

stakeholders, responses from individual and group meetings and presentations

5. Establish and manage a timeline in coordination with District and County by which to call election, certify election results, and issue bonds
6. Assist team members in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, oversight committee, tax rate statement and ballot arguments and rebuttals, if needed
7. Work with the District and County to prepare any required tax rate statement; including the maximum amount of bonds authorized to be issued, the projected tax rates over the estimated life of the bond program and the estimated timing of bonds to be sold
8. Work with the District's planning consultants to:
  - a. Identify available sources of funds to fund proposed improvements including General Obligation bond proceeds, developer fees, and State Aid
  - b. Assist in the review of cost estimates and projected escalation over the life of the proposed program
  - c. Establish a cash flow projection of available sources and proposed uses of funds to meet the proposed improvement schedule
  - d. Provide a phasing plan of proposed improvements and available funds
  - e. Establish a capital and financing program for consideration by the District
9. Conduct public information program to inform public of proposed program and attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

## **V. SERVICES TO CONDUCT A VOTER OPION SURVEY**

CFW agrees to provide a voter opinion survey for the District. The voter opinon survey will specifically test the public's attitude toward education in the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a voter-approved measure as well as themes that may appeal to voters. CFW agrees to provide the following services:

1. CFW agrees to design a voter opinion survey of likely voters in conjunction with District staff. The survey will take into consideration proposed projects by the planning consultant, alternate levels of funding, and voter attitudes towards education in the District

2. A statistically accurate sample of approximately 350-450 registered voters living within the District will be undertaken. A survey of this type has a margin of error of approximately 5% percent at the 95% confidence level
3. The demographic characteristics of the population interviewed will reflect the population of target voters in the District. This sample will represent target voters in the District across various demographic variables including age, gender, and political party affiliation
4. Trained professionals will interview the sample group through telephone interviews. The average interview typically lasts about 10-15 minutes
5. Provide presentation of survey results to the Board. CFW agrees to provide survey results and recommendations regarding the proposed capital program

### **APPROVAL**

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this \_\_\_\_\_ day of March, 2012.

### **AGREED:**



\_\_\_\_\_  
Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.

\_\_\_\_\_  
Jeff Chancer, Superintendent  
Oxnard School District

**AMENDMENT #2 TO AGREEMENT #07-100**

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 19th day of August, 2009. This agreement amends Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same. Amendment #1 to this agreement was approved by the Board on July 15, 2009.

**AMENDMENT TO EXHIBIT A, SCOPE OF WORK**

This section is amended to include the following scope of work for additional services:

***V. Qualified School Construction Bonds***

Caldwell Flores Winters, Inc. agrees to provide Financial Advisory Services for Qualified School Construction Bonds pursuant to Exhibit A, Section I, and:

1. Assist the District in evaluating financing options.
2. Prepare necessary applications for funding consideration.

**APPROVAL**

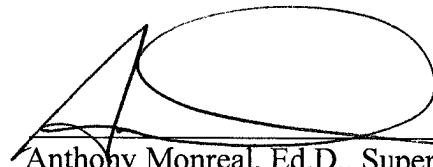
In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 19th day of August, 2009.

**AGREED:**



Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.



Anthony Monreal, Ed.D., Superintendent  
Oxnard School District

## **AMENDMENT #1 TO AGREEMENT #07-100**

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 15th day of July, 2009. This agreement amends Section XII, Fee and Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

### **AMENDMENT TO SECTION XII. FEE**

This section is amended to add the following fee for provision of additional services:

#### **D. Parcel Tax Consultant Services:**

Pursuant to Exhibit A, Section III and IV, CFW agrees to provide consultant services to establish a parcel tax program and prepare the annual tax roll to be submitted to the County. The fee for services outlined in Exhibit A, Section III, is a one time flat fee of \$25,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. The fee for services outlined in Exhibit A, Section IV, is an annual fee of \$20,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. If District does not call an election and/or if said election fails to be approved by local voters, the District shall not be obligated to compensate CFW for any personnel or expenses incurred for the provision of the services outlined in Exhibit A, Section III and IV.

### **AMENDMENT TO EXHIBIT A, SCOPE OF WORK**

This section is amended to include the following scope of work for additional services:

#### **III. Services to Establish a Parcel Tax Program**

Caldwell Flores Winters, Inc. agrees to assist the District in the review and establishment of a parcel tax program by providing the following services:

1. Identify all taxable parcels within the District's boundaries.
2. Identify District goals and objectives for proposed parcel tax program.
3. Perform analyses of alternate revenue and taxing scenarios including various parcel tax exemptions (i.e. senior citizen, geographical, etc.), as needed.
4. Meet with staff to review program parameters, make necessary changes and establish program feasibility.
5. Assist District and legal counsel in the review and approval of all necessary resolutions to call the election.

6. Attend necessary Board meetings to present program information and receive comment, direction and approval.

#### **IV. Services to Annually Administer a Parcel Tax Program**

Caldwell Flores Winters, Inc. agrees to assist the District in the preparation of the annual parcel tax assessment roll by providing the following services:

1. Purchase APN database from County on an annual basis; establish database of District parcels.
2. Coordinate the formation of an account in the County to collect the tax.
3. Complete the documentation required by County.
4. Prepare an annual database of parcels, related data fields and corresponding tax levies per the county submission requirements, and submit same to County.
5. Request County to test the data; make changes as required.
6. Prepare all required transmittals, and submit final roll to County.
7. Prepare correction form pursuant to exceptions report, as required.
8. Track delinquencies and report same to District.
9. Respond to District inquiries as needed.

The parties agree that the District shall have no obligation to pay CFW for services under this Exhibit A, Section III and IV of until (1) the voters approve the parcel tax and (2) the District adopts a resolution to implement the parcel tax.

#### **APPROVAL**

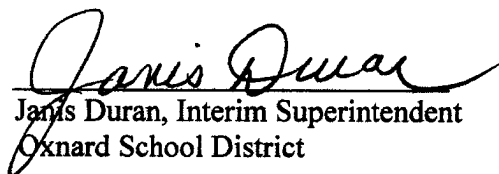
In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 15th day of July, 2009.

#### **AGREED:**



Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.



Janis Duran, Interim Superintendent  
Oxnard School District

**CONTRACT FOR SERVICES**

This contract is entered into this 11th day of July 2007, and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County.

**I. CONSULTANT SERVICES**

Caldwell Flores Winters, Inc. agrees to provide the District with consultant services on an as needed basis as specified in Exhibit A, which by this reference is included and made a part of this contract.

**II. DISTRICT COOPERATION**

The District will cooperate with CFW by furnishing all necessary District records and an opportunity to consult with District personnel as necessary to perform required work.

**A. Information**

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis, to the best extent possible.

**B. Additional Professional Services**

District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent, etc.) as necessary to carry out the scope of work, if needed.

**III. CONFIDENTIALITY OF INFORMATION**

It is mutually agreed that CFW shall regard all information received during the performance of services pursuant to this Contract as confidential and shall not disclose such information to any other person without prior consent of the District.

**IV. TERM**

The term of this agreement shall commence upon the execution date of this agreement and shall terminate on July 1, 2012, unless extended by mutual agreement of both parties.



## **V. INTEGRATED CONTRACT**

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

## **VI. TERMINATION**

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, CFW shall be deemed in default in the performance of this agreement. Notice shall be given to CFW by District, as provided in this agreement, specifying the nature of such default and the steps necessary to cure such default. CFW shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default.

## **VII. NOTICES**

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from CFW to District shall be addressed to District at:

Oxnard School District  
ATTN: Dr. Rick Miller, Superintendent  
1051 South "A" Street  
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.  
ATTN: Ernesto R. Flores, President  
2200 Powell Street, Suite 1205  
Emeryville, CA 94608

## **VIII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

**IX. PREVAILING LAW**

This agreement shall be interpreted and shall be governed by California law.

**X. ASSIGNMENT**

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

**XI. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract for Services, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

**XII. FEE FOR FINANCIAL ADVISORY SERVICES TO ISSUE BONDS:**

**A. Financial Advisory Services to Issue Bonds:**

CFW agrees to provide financial advisory services to issue bonds pursuant to Exhibit A, Section I. CFW shall be compensated a flat fee of \$85,000 for each bond sale. Payment for financial advisory services and expenses shall be payable at the time of each bond sale solely from bond proceeds.

**B. Expenses**

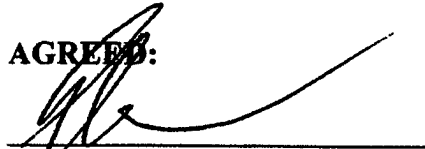
All out of pocket expenses incurred by CFW on behalf of the completion of the approved scope of work related to Section A above shall be reimbursed at their direct cost plus ten percent (10%) by the District. The payment of these expenses is completely contingent upon the approval and passage of a general obligation bond by District.


**XIII. APPROVAL**

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this 11th day of July 2007.

**AGREED:**

  
\_\_\_\_\_  
Ernesto R. Flores, President  
Caldwell Flores Winters, Inc.

  
\_\_\_\_\_  
Dr. Rick Miller, Superintendent  
Oxnard School District

**EXHIBIT A  
SCOPE OF WORK**

Caldwell Flores Winters, Inc. ("CFW") agrees to provide the following scope of work for the Oxnard School District ("District"). CFW agrees to act as the District's consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District.

***I. Financial Advisory Services to Issue Bonds***

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt issuance, transfer of proceeds and preparation of draw schedule.
10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.

11. **Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.**
12. **Assist the staff as needed in the implementation of the proposed bond program.**

BOARD AGENDA ITEM

**Name of Contributor(s):** Dr. Cesar Morales/Dr. Jesus Vaca

**Date of Meeting:** April 15, 2015

Closed Session:

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

**Consideration of Approval of Employment Agreement Amendments for Compensation for Contracted Administrators**

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**Background:**

At the March 18, 2015 Board meeting, the Board ratified a tentative agreement with CSEA including a compensation agreement to provide a 3% increase effective July 1, 2014 and a 5% salary increase effective July 1, 2015. At the same time the Board also approved that management and confidential employee groups receive the same increase. In accordance with the District's past practice, amendments for District Administrators with written employment agreements that reflect the salary increase are provided here for the Board's consideration.

In addition, there have been changes to CalSTRS regulations regarding creditable compensation that permit changes to compensation and it is recommended that other amendments to the employment agreements be considered. The proposed changes to each administrator's employment agreement are outlined below. The recommended Amendments are attached for consideration.

***Dr. Cesar Morales, Superintendent***

- Article 4 Salary is increased by 3% effective 7/1/14 and by 5% effective 7/1/15
- Article 4 and Article 10 - Incorporate transportation and monthly cell allowance combined \$800 into salary and delete Sections 10.1 and 10.2 (monthly stipends)
- Article 7.1 and 7.4 - Reduce total cap on vacation days that can be carried over to 30 days; change date of annual accrual pay from December 1 to June 30.

***Lisa Cline, Assistant Superintendent, Business & Fiscal Services***

- Article 1 Term. Increase the term by one year to June 30, 2018.
- Article 2.4. Restate work year as 246 days inclusive of 25 vacation days annually.
- Article 4 Salary:
  - Salary Increase: 3% effective 7/1/14
  - Salary Increase: 5% effective 7/1/15
  - Reduce the base salary by \$9,552 (District paid cost of health benefits) and provide benefits same as those provided to all management.
- Article 5 Health Benefits. The Assistant Superintendent is provided group health benefits at the same level as other managers in the District.

- Article 7 Vacation. Article 7.1 and 7.3: Reduce total cap of vacation days that can be carried over to 30 days; change date of annual accrual pay from December 1 to June 30

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

- Article 1 Term. Increase the term by three years to June 30, 2018.
- Article 2.4. Restate work year as 246 days inclusive of 25 vacation days annually.
- Article 4 Salary:
  - Salary Increase: 3% effective 7/1/14
  - Salary Increase: 5% effective 7/1/15
  - Reduce the base salary by \$9,552 (District paid cost of health benefits) and provide benefits same as those provided to all management.
  - Make eligible for certificated management doctoral stipend (\$750/year)
- Article 5 Health Benefits. The Assistant Superintendent is provided group health benefits at the same level as other managers in the District.
- Article 7 Vacation. Article 7.1 and 7.3- Reduce total cap of vacation days that can be carried over to 30 days; change date of annual accrual pay from December 1 to June 30

***Jorge Gutierrez, Executive Director Facilities Planning, Engineering and Operations***

- Article 4. 4.1 Salary Increase of 3% retroactive to 7/1/14

***Dr. Jairo Arellano, Executive Director, English Learner Services***

- Article 2.4. Restate work year as 246 days inclusive of 25 vacation days annually.
- Article 4 Salary:
  - Salary Increase: 3% effective 7/1/14
  - Salary Increase: 5% effective 7/1/15
- Article 7 Vacation. Article 7.1 and 7.3- Reduce total cap of vacation days that can be carried over to 30 days; change date of annual accrual pay from December 1 to June 30

**FISCAL IMPACT:**

The fiscal impact for the 2014-2015 and 2015-16 fiscal years varies per agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Employment Agreement Amendments attached.

**ADDITIONAL MATERIAL(S):**

Fourth Amendment Employment Agreement –Superintendent

Seventh Amendment Employment Agreement- Assistant Superintendent, Business & Fiscal Services

Third Amendment Employment Agreement- Assistant Superintendent, Human Resources & Support Services

Seventh Amendment Employment Agreement- Executive Director, Facilities Planning, Engineering & Operations

First Amendment Employment Agreement- Executive Director English Learner Services

**GOAL(S):**

*6-Develop the Annual Budget to Support the Educational Goals of the District*

## **FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. CESAR MORALES, SUPERINTENDENT**

This Fourth Amendment to the Employment Agreement (“Fourth Amendment”) is made and entered into this 15th day of April, 2015, between the Oxnard School District (“District”) and Dr. Cesar Morales, Superintendent (“Superintendent”). This Fourth Amendment amends the employment Agreement between the District and the Assistant Superintendent, originally effective on July 1, 2013, and thereafter amended pursuant to the First, Second and Third Amendments (collectively, the “Employment Agreement”). The District and the Superintendent agree to further amend the Employment Agreement as follows:

### **Article 4 ANNUAL SALARY**

Article 4 is amended as follows:

- 4.1 Section 4.1 of the Agreement is hereby amended so that commencing July 1, 2015, the annual salary of the Superintendent shall be Two hundred ten thousand one hundred sixty-seven dollars and zero cents (\$210,167) paid in twelve equal monthly installments.
  - 4.1.2 The salary of the Superintendent shall be increased by 3% for the term of this agreement, retroactive to July 1, 2014.
  - 4.1.3 The salary of the Superintendent shall be increased by 5% for the term of this agreement, effective July 1, 2015.

### **Article 7 Vacation**

Article 7, Subsection 7.1 and 7.4 of the Agreement, related to accrual of annual vacation are amended to limit the carry over to 30 days. Subsections 7.1 and 7.4 are amended as follows:

7.1 The District Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the District Superintendent at the beginning of each school year. The District Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year’s allotment, the total shall not exceed thirty (30) ~~fifty-five (55)~~ days. Any days in excess of thirty (30) ~~fifty-five (55)~~ days will be cashed out at the District Superintendent’s daily rate of pay and will be paid by June 30<sup>th</sup> ~~December 31<sup>st</sup>~~ of each year of this Agreement.

7.4 In the event of termination of this Agreement, the District Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) ~~fifty-five (55)~~ days, at the then current daily rate of compensation (salary) or portion thereof.



**Article 10 TRANSPORTATION AND EQUIPMENT**

Article 10, Subsections 10.1 and 10.2 of the Agreement, relating to monthly allowances for a cellular phone and for an automobile, are hereby deleted and shall have no force or effect after the effective date of this Amendment.

All other terms, conditions and provisions of the Employment Agreement remain unchanged and in full force and effect, as amended and to the extent applicable. This Fourth Amendment to the Agreement is entered into, on the date first above written, by the Oxnard School District Board of Trustees and Dr. Cesar Morales.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

Date of Acceptance: \_\_\_\_\_, 2015

\_\_\_\_\_  
Cesar Morales, Superintendent

**SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND LISA CLINE, ASSISTANT SUPERINTENDENT,  
BUSINESS & FISCAL SERVICES**

This Seventh Amendment to the Employment Agreement (“Seventh Amendment”) is made and entered into this 15th day of April, 2015, between the Oxnard School District (“District”) and Lisa Cline, Assistant Superintendent, Business & Fiscal Services (“Assistant Superintendent”). This Seventh Amendment amends the employment Agreement between the District and the Assistant Superintendent, originally effective on July 1, 2011, and thereafter amended pursuant to the First, Second, Third, Fourth, Fifth, and Sixth Amendments (collectively, the “Employment Agreement”). The District and the Assistant Superintendent agree to further amend the Employment Agreement as follows:

**Article 1 TERM OF AGREEMENT**

Article 1 is amended to increase the term by one year as follows:

**TERM OF AGREEMENT:** The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District’s Assistant Superintendent of Business and Fiscal Services for a term commencing July 1, 2015 and ending June 30, 2018, subject to the terms and conditions set forth herein.

**Article 2 DUTIES AND RESPONSIBILITIES**

Article 2, section 2.4, is amended to read as follows:

2.4 The Assistant Superintendent’s work year shall be 246 duty days inclusive of 25 vacation days annually. In addition, the Assistant Superintendent is entitled to the same holidays granted to management employees.

**Article 4 ANNUAL SALARY**

Article 4 is amended as follows:

Section 4.1 of the Agreement is hereby amended so that commencing July 1, 2015, the annual salary of the Assistant Superintendent shall be one hundred sixty-seven thousand one hundred thirty-two dollars and no cents (\$167,132), payable in twelve (12) monthly installments on the last working day of each calendar month. The Salary of any partial month worked shall be prorated for the number of days actually worked. *(The new base salary of \$167,132 effective July 1, 2015 reflects the current base salary of \$163,369 increased by 3% retroactive to July 1, 2014 and increased by 5% effective July 1, 2015, then deducting \$9,552 reflecting the cost of the District’s contribution for group health benefits for management employees.)*

**Article 5 HEALTH BENEFITS**

Article 5 is amended to read as follows:

5.1 In addition to the compensation and benefits described in Articles 4 and 7, the Assistant Superintendent shall also be provided with the group health and welfare benefits currently available to certificated management, and/or as may be amended, changed, or modified by approval or resolution of the Board.

**Article 7 VACATION**

Article 7, Subsection 7.1 and 7.3 of the Agreement, related to accrual of annual vacation are amended to limit the carry over to 30 days. Subsections 7.1 and 7.3 are amended as follows:

7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year’s allotment, the total shall not exceed thirty (30) ~~fifty-five (55)~~ days. Any days in excess of thirty (30) ~~fifty-five (55)~~ days will be cashed out at the Assistant Superintendent’s daily rate of pay and will be paid by June 30<sup>th</sup> ~~December 31<sup>st</sup>~~ of each year of this Agreement.

7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) ~~fifty-five (55)~~ days, at the then current daily rate of compensation (salary) or portion thereof.

All other terms, conditions and provisions of the Employment Agreement remain unchanged and in full force and effect, as amended and to the extent applicable. This Seventh Amendment to the Agreement is entered into, on the date first above written, by the Oxnard School District Board of Trustees and Lisa Cline.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

Date of Acceptance: \_\_\_\_\_, 2015

\_\_\_\_\_  
Lisa Cline, Assistant Superintendent

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND DR. JESUS VACA, ASSISTANT  
SUPERINTENDENT, HUMAN RESOURCES AND SUPPORT SERVICES**

This Third Amendment to the Employment Agreement (“Third Amendment”) is made and entered into this 15th day of April, 2015, between the Oxnard School District (“District”) and Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services (“Assistant Superintendent”). This Third Amendment amends the employment Agreement between the District and the Assistant Superintendent, originally effective on November 4, 2013, and thereafter amended pursuant to the First and Second Amendments (collectively, the “Employment Agreement”). The District and the Assistant Superintendent agree to further amend the Employment Agreement as follows:

**Article 1 TERM OF AGREEMENT**

TERM OF AGREEMENT: The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District’s Assistant Superintendent of Human Resources and Support Services for a term commencing July 1, 2015 and ending June 30, 2018, subject to the terms and conditions set forth herein.

**Article 2 DUTIES AND RESPONSIBILITIES**

Article 2, section 2.4, is amended to read as follows:

2.4 The Assistant Superintendent’s work year shall be 246 duty days inclusive of 25 vacation days annually. In addition, the Assistant Superintendent is entitled to the same holidays granted to management employees.

**Article 4 ANNUAL SALARY**

Article 4 is amended as follows:

- 4.1 Section 4.1 of the Agreement is hereby amended so that commencing July 1, 2015, the annual salary of the Assistant Superintendent shall be one hundred sixty-seven thousand one hundred thirty-two dollars and no cents (\$167,132), payable in twelve (12) monthly installments on the last working day of each calendar month. The Salary of any partial month worked shall be prorated for the number of days actually worked. *(The new base salary of \$167,132 effective July 1, 2015 reflects the current base salary of \$163,369 increased by 3% retroactive to July 1, 2014 and increased by 5% effective July 1, 2015, then deducting \$9,552 reflecting the cost of the District’s contribution for group health benefits for management employees.)*
- 4.3 The Assistant Superintendent shall be eligible to receive the doctoral stipend provided to certificated management employees of the District.

**Article 5 HEALTH BENEFITS**

Article 5 is amended to read as follows:

- 5.1 In addition to the compensation and benefits described in Articles 4 and 7, the Assistant Superintendent shall also be provided with the group health and welfare benefits currently available to certificated management, and/or as may be amended, changed, or modified by approval or resolution of the Board.

**Article 7 Vacation**

Article 7, Subsection 7.1 and 7.3 of the Agreement, related to accrual of annual vacation are amended to limit the carry over to 30 days. Subsections 7.1 and 7.3 are amended as follows:

- 7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year’s allotment, the total shall not exceed thirty (30) ~~fifty-five (55)~~ days. Any days in excess of thirty (30) ~~fifty-five (55)~~ days will be cashed out at the District Superintendent’s daily rate of pay and will be paid by June 30<sup>th</sup> ~~December 31<sup>st</sup>~~ of each year of this Agreement.
- 7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) ~~fifty-five (55)~~ days, at the then current daily rate of compensation (salary) or portion thereof.

All other terms, conditions and provisions of the Employment Agreement remain unchanged and in full force and effect, as amended and to the extent applicable. This Third Amendment to the Agreement is entered into, on the date first above written, by the Oxnard School District Board of Trustees and Dr. Jesus Vaca.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

Date of Acceptance: \_\_\_\_\_, 2015

\_\_\_\_\_  
Jesus Vaca, Assistant Superintendent

**SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND JORGE GUTIERREZ, EXECUTIVE DIRECTOR  
FOR FACILITIES PLANNING, ENGINEERING AND OPERATIONS**

This Seventh Amendment to the Employment Agreement (“Seventh Amendment”) is made and entered into this 15th day of April, 2015, between the Oxnard School District (“District”) and Jorge Gutierrez, Executive Director for Facilities Planning, Engineering and Operations (“Executive Director”). This Seventh Amendment amends the employment Agreement between the District and the Executive Director, originally effective on February 17, 2009 (the “Employment Agreement”). The District and the Executive Director agree to further amend the Employment Agreement as follows:

**Article 4 ANNUAL SALARY**

Article 4 is amended as follows:

4.1.2 The salary of the Executive Director s shall be increased by 3% for the term of this agreement, retroactive to July 1, 2014.

All other terms, conditions and provisions of the Employment Agreement remain unchanged and in full force and effect, as amended and to the extent applicable. This Seventh Amendment to the Employment Agreement is entered into, on the date first above written, by the Oxnard School District Board of Trustees and Jorge Gutierrez.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

Date of Acceptance: \_\_\_\_\_, 2015

\_\_\_\_\_  
Jorge Gutierrez., Executive Director

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND JAIRO ARELLANO, EXECUTIVE DIRECTOR  
ENGLISH LEARNER SERVICES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 15th day of April, 2015, between the Oxnard School District (“District”) and Jairo Arellano, Executive Director English Learner Services (“Executive Director”). This First Amendment amends the employment Agreement between the District and the Executive Director, originally effective on October 16, 2014 (the “Employment Agreement”). The District and the Executive Director agree to further amend the Employment Agreement as follows:

**Article 2 DUTIES AND RESPONSIBILITIES**

Article 2, section 2.4, is amended to read as follows:

2.4 The Executive Director’s work year shall be 246 duty days inclusive of 25 vacation days annually. In addition, the Executive Director shall be entitled to the same holidays granted to management employees.

**Article 4 ANNUAL SALARY**

Article 4 is amended as follows:

4.1.2 The salary of the Executive Director shall be increased by 3% for the term of this agreement, retroactive to July 1, 2014.

4.1.3 The salary of the Executive Director shall be increased by 5% for the term of this agreement, effective July 1, 2015.

**Article 7 VACATION**

Article 7, Subsection 7.1 and 7.3 of the Agreement, related to accrual of annual vacation are amended to limit the carry over to 30 days. Subsections 7.1 and 7.3 are amended as follows:

7.1 The Executive Director shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Executive Director at the beginning of each school year. The Executive Director may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year’s allotment, the total shall not exceed thirty (30) ~~fifty-five (55)~~ days. Any days in excess of thirty (30) ~~fifty-five (55)~~ days will be cashed out at the Assistant Superintendent’s daily rate of pay and will be paid by June 30<sup>th</sup> ~~December 31<sup>st</sup>~~ of each year of this Agreement.

7.3 In the event of termination of this Agreement, the Executive Director shall be compensated for accrued and unused vacation, not to exceed thirty (30) ~~fifty-five (55)~~ days, at the then current daily rate of compensation (salary) or portion thereof.

All other terms, conditions and provisions of the Employment Agreement remain unchanged and in full force and effect, as amended and to the extent applicable. This First Amendment to the Employment Agreement is entered into, on the date first above written, by the Oxnard School District Board of Trustees and Jairo Arellano.

For the Board of Trustees:

By: \_\_\_\_\_  
Veronica Robles-Solis, Board President

Date of Acceptance: \_\_\_\_\_, 2015

\_\_\_\_\_  
Jairo Arellano, Executive Director



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 04/15/15

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

**Budget Update (Cline)**

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The Administration will present an updated report on the status of the State Budget for the 2015-16 fiscal year.

**FISCAL IMPACT:**

Information only.

**RECOMMENDATION:**

None- Information only.

**ADDITIONAL MATERIAL(S):**

Attached:     None.



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	19	Regular Board Meeting
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

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

*NOTE: Changes are indicated in italics/bold.*

Board Approved: 12-10-14

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