

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #1 REGULAR BOARD MEETING

Wednesday, July 23, 2014

5:00 p.m. – Study Session

Closed Session

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children
to
Achieve Excellence

Mission:

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

Section A PRELIMINARY

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

A.3 District's Vision and Mission Statements

A.4 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.5 Study Session - Semi Annual Report on Facilities Implementation Program, Part 2 of 2

The Board of Trustees will receive a report from District Administration and Caldwell Flores Winters, Inc. (CFW, Inc.) regarding the Facilities Implementation Program: Educational Program update.

A.6 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

A.7 Closed Session

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

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
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 Principal

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

Section A
PRELIMINARY
(continued)

A.8 Reconvene to Open Session

7:00 PM

A.9 Report Out of Closed Session

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

A.10 American Red Cross Presentation (Kawaguchi/Plaza)

Representatives from American Red Cross will provide a presentation to the Board of Trustees regarding the assistance the District provided to victims of a fire on October 4, 2013.

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

Section B
HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

**Section C
CONSENT AGENDA**

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Agreements

It is recommended that the Board approve/ratify the following agreements:	Dept/School
▪ #14-35 with Center for Mathematics & Teaching Inc., to provide curriculum and professional development to Middle School Math Teachers; amount not to exceed \$38,850.00, to be paid with Title II Funds;	Kawaguchi/ Driver
▪ #14-36 with Generation Ready, to provide comprehensive, high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff; amount not to exceed \$120,000.00, to be paid 80% with Title II and 20% with Discretionary Funds;	Kawaguchi
▪ #14-37 with Apple Inc., to provide professional development to school and district staff on the use of the iPad as an educational tool; amount not to exceed \$58,650.62, to be paid with Title II Funds;	Kawaguchi/ Driver
▪ #14-38 with Nigro & Nigro PC, to provide an in-service for district office and site staff relative to all aspects of Associated Student Body (ASB) accounting procedures; amount not to exceed \$1,300.00, to be paid with General Funds;	Cline/ Penanhoat
▪ #14-39 with County of Ventura, Human Services Agency, to provide School-Linked Services at certain Heathy Start Family Resource Centers located on school sites within the District for the 2014-15 school year; amount not to exceed \$95,408.06, to be paid with MAA Funds;	Kawaguchi/ Phipps
▪ #14-40 with Advanced Classroom Technologies, to provide a Promethean (Class Flow) session during the mini-conference; amount not to exceed \$1,999.00, to be paid with Title II Funds;	Kawaguchi/ Driver
▪ #14-42 with LA AMAE, to provide two three-hour sessions (K-3 and 4-5) where educators will learn the Five (5) Instructional Areas of Culturally and Linguistically Responsive pedagogy as they apply to ELs and SELs; amount not to exceed \$1,800.00, to be paid with Title I Funds;	Kawaguchi/ Jenks
▪ #14-43 with National University, to provide contractual services for students, or state-supported K-12 educational service units and to offer the internship credential programs; at no cost to the District for the 2014-15 school year;	Vaca/ Plaza
▪ #14-87 with Ventura County Office of Education, to provide credential programs to beginning teachers and paraprofessionals who are interested in becoming teachers; at no cost to District for the 2014-15 school year; should there be costs incurred after 2014-15 they will be paid with General Funds.	Vaca

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreement #14-34 – Oxnard Police Department – SRO Cost Sharing 2014-2015

<p>It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-34 with the Oxnard Police Department, to provide the services of two (2) School Resource Officers (SRO) to support the Oxnard School District; amount not to exceed \$105,478.92, to be paid with School Safety Funds.</p>	<p>Dept/School Kawaguchi</p>
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C.3 Interfund Transfer

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the interfund transfer from the General Fund to Fund #710 CSEA Retiree Benefits Fund of \$443,457.00.</p>	<p>Dept/School Cline/ Penanhoat</p>
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C.4 Interfund Transfer

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the interfund transfer from the General Fund to Fund #710 Retiree Benefits of \$3,664,175.00.</p>	<p>Dept/School Cline/ Penanhoat</p>
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C.5 Enrollment Reports

<p>Attached for the Board's information are the District's Enrollment Reports for May 2014 and June 2014.</p>	<p>Dept/School Cline</p>
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C.6 Report on 2006 Bond Construction Budget

<p>Attached for the Board's information is the district's current November 2006 Bond Budget Report, as of Thursday July 10, 2014.</p>	<p>Dept/School Cline</p>
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C.7 Approval of the Quarterly Report on Williams Uniform Complaints

<p>It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, as presented.</p>	<p>Dept/School Vaca</p>
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C.8 Approval of New Job Description: Coordinator Behavior Specialist

<p>It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the new job description for Coordinator Behavior Specialist, as described.</p>	<p>Dept/School Vaca</p>
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C.9 Approval of New Job Description: Teacher, Music, K-8

<p>It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the new job description for Teacher, Music, K-8, as described.</p>	<p>Dept/School Vaca</p>
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C.10 Approval of Amended Contract for District Superintendent

<p>It is recommended that the Board approve the amended contract between the Board of Trustees and the District Superintendent.</p>	<p>Dept/School Vaca</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.11 Approval of State Preschool Parent Handbook for 2014-2015

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve the State Preschool Parent Handbook for 2014-2015.	Dept/School Kawaguchi/ Driver
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C.12 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.13 Personnel Actions

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

Section D
ACTION ITEMS

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

D.1 Reimbursement for Teacher Substitute at Rio School District (Cline)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

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

ROLL CALL VOTE:

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

D.2 Approval of Agreement #14-11 with All Languages Interpreting and Translating (Dr. Morales)

It is the recommendation of the District Superintendent, that the Board of Trustees approve Agreement #14-11 with All Language Interpreting and Translating for the 2014-15 school year; amount not to exceed \$12,000.00, to be paid with General Funds.

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

ROLL CALL VOTE:

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

D.3 Consideration and Adoption of Resolution #14-06 July 2014 - Juvenile Arthritis Awareness Month (Dr. Morales)

It is recommended that the Board of Trustees consider Resolution #14-06 and adopt and approve the resolution.

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

ROLL CALL VOTE:

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

D.4 Approval of Agreement #14-88 with Mobile Modular Corporation – Preschool Facilities at Harrington School (Cline/Gutierrez/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees approve Agreement #14-88 with Mobile Modular Corporation to lease a portable classroom building to accommodate interim preschool facilities as part of Project No. 4: Harrington Reconstruction; amount not to exceed \$35,114.00, to be paid with Measure R Funds.

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

ROLL CALL VOTE:

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

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

Section D
ACTION ITEMS
(continued)

D.5 Consider Approval of Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects – Project No. 1: Kindergarten & Science Reconfiguration – Classroom Four at Ritchen – Moderate-Severe SDC Classroom (Cline/Gutierrez/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering, & Operations, in consultation with the District Selection Committee and Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects to provide additional Architectural Services for Project No. 1: Kindergarten & Science Reconfiguration to reconfigure classroom four (4) at Ritchen to a moderate-severe SDC classroom; total lump sum fee amount of \$19,950.00, to be paid Measure “R” Funds.

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

ROLL CALL VOTE:

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

D.6 Approval of Agreement #14-41 Budlong & Associates, Inc. (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Agreement #14-41 with Budlong & Associates, Inc., to conduct an on-site assessment of Ritchen School’s HVAC system; amount not to exceed \$6,540.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

D.7 Award of Field Contract #FC-P15-00121 – Asphalt Repair Project (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees award Field Contract #FC-P15-00121, Asphalt Repair Project to Mission Paving & Sealing Inc.; amount not to exceed \$34,985.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

D.8 Award of Field Contract #FC-P15-00104 – Bathroom Partition Replacement Projects (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees award Field Contract #FC-P15-00104, Bathroom Partition Replacement Projects to John Pence Building Specialties Inc.; amount not to exceed \$32,100.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

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

Section D
ACTION ITEMS
(continued)

D.9 Award of Field Contract #FC-P15-00107 – Paint Project – Frank School (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees award Field Contract #FC-P15-00107, Paint Project – Frank School to Piana Construction & Painting, Inc.; amount not to exceed \$6,800.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

D.10 Award of Field Contract #FC-P15-00105 – Wrought Iron Fence Project (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees award Field Contract #FC-P15-00105, Wrought Iron Fence Project to Fence Factory; amount not to exceed \$14,791.00, to be paid with Deferred Maintenance Funds.

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

ROLL CALL VOTE:

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

D.11 Approval of Resolution #14-05 Authorizing The Filing of a Change Request for A County-District-School (CDS) Code; Adopting Grade Reconfiguration, and Authorizing Submission of Funding Request Applications to OPSC (Kawaguchi/CFW)

It is the recommendation of the Assistant Superintendent, Educational Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees adopt Resolution #14-05 of the Oxnard School District Board of Trustees authorizing the filing of a change request for a County-District-School (CDS) Code; adopting grade reconfiguration for K-5, K-8, and 6-8 Middle Schools; and authorizing submission of funding request applications to The Office of Public School Construction (OPSC) related thereto.

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

ROLL CALL VOTE:

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

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

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

E.1 Report on 2014-2015 Budget Revision (Cline/Penanhoat)

In accordance with Education Code 42127(i)(4), which provides that “not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act”, the Board will receive the 2014-15 Budget Revision for review.

E.2 Report on District iPad Self-Insurance and 2013-14 Loss Information (Cline)

The Board will receive a report relative to District self-insurance for iPads and information regarding losses during the 2013-14 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.)

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

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

Note:

BP/AR 3530 (Revised)	Business & Noninstructional Operations RISK MANAGEMENT/ INSURANCE	Cline
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**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 7/23/14

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

American Red Cross Presentation (Kawaguchi/Plaza)

Representatives from American Red Cross will provide a presentation to the Board of Trustees regarding the assistance the District provided to victims of a fire on October 4, 2013. The District provided an emergency shelter in the Frank Intermediate Gym for the victims on October 9, 2013 through October 25, 2013 as families were placed.

On April 30, 2014 the District was honored at the 2014 Heroes for the American Red Cross for the assistance that was provided to the families of the October 4th fire.

FISCAL IMPACT: None

RECOMMENDATION: None

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 7/23/14

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

**Approval of Agreement #14-35 – Center for Mathematics & Teaching Inc.
(Kawaguchi/Driver)**

The Center for Mathematics and Teaching Inc. will provide curriculum and professional development to Middle School Math Teachers. MathLinks, the curriculum, offers programs and modules aligned to the Common Core State Standards. It was created by mathematics educators and university mathematicians who previously worked at UCLA. The MathLinks program content includes topics typical of pre-algebra, general mathematics, and beginning algebra courses. Some key features of MathLinks include:

- High cognitive demand, yet accessible for struggling students and English Learners
- Content essential for mathematical literacy or a high school exit exam
- High-quality instructional guidance to teachers
- Flexible modular design
- Small consumable packets that give student a periodic fresh start for success

The Center for Mathematics & Teaching Inc. will also provide professional development which will include training on the materials, facilitation of teacher collaboration, and lesson study.

FISCAL IMPACT:

Not to exceed \$38,850.00 – Title II

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-35 with the Center for Mathematics & Teaching Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-35, Center for Mathematics & Teaching Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-35

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and Center for Mathematics & Teaching Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 1, 2014** through **June 30, 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 Thirty Eight Thousand Eight Hundred Fifty Dollars (\$38,850.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Center for Mathematics & Teaching Inc.
11301 W. Olympic Blvd., #585
Los Angeles, CA 90064
Attention: Cynthia Raff
Phone: (310) 569.8258
Fax: (310) 733.1866

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

**CENTER FOR MATHEMATICS & TEACHING
INC.:**

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-35

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-35

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-35

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-35

COMPENSATION

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

*PER ATTACHED PROPOSAL

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 \$38,850.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-35

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-35

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 #14-35

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-35

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).

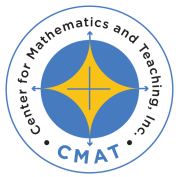
Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

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, **CENTER FOR MATHEMATICS & TEACHING INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Center for Mathematics and Teaching, Inc.

11301 W. Olympic Blvd #585
Los Angeles, CA 90064
TEL 310-569-8258
FAX 310-733-1866
info@mathandteaching.org
www.mathandteaching.org

June 6, 2014

TO: Ronit Driver
Oxnard School District

FROM: Cynthia Raff
Center for Mathematics and Teaching

RE: Price Quote – Professional Development/ Lesson Inquiry 2014-15

Per our conversation this week, you indicated interest in *MathLinks* Professional Development and Lesson Inquiry with current 7th and 8th grade math teachers. We will focus this year on *MathLinks: Grade 7 Transitional* materials and *MathLinks: Grade 8 Comprehensive* materials. A maximum of twenty-five teachers will be involved per grade level in Professional Development, with 6 teachers maximum per Lesson Inquiry group. The schedule below, not including dates, is a proposed plan. Once the plan and cost are approved, dates will be determined.

Professional Development/Lesson Inquiry	Unit Cost	Quantity	Total
Four days of <i>MathLinks: Grade 7</i> PD.	\$2,100 per day	4	\$8,400
Four days of <i>MathLinks: Grade 8</i> PD	\$2,100 per day	4	\$8,400
Grade 7 - One optional session of Lesson Inquiry (3 groups x 1 cycle x 1.5 days each = 4.5 days)	\$2,100 per day	4.5	\$9,450
Grade 8 – Up to two optional sessions of Lesson Inquiry (2 groups x 2 cycles x 1.5 days = 6 days)	\$2,100 per day	6	\$12,600
TOTAL			\$38,850

Each customized professional development session will include:

- mutually predetermined dates (two sets of two consecutive days for PD)*
- training at locations provided by Oxnard School District
- travel expenses included in the price, which is split with Oxnard

Total cost of professional development (not subject to sales tax) = \$38,850

I look forward to working with Oxnard School District this year.

*There is a 25% charge for sessions cancelled within one week prior to training. The Center for Mathematics and Teaching, Inc. (Employee ID 20-8967166).

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of Agreement #14-36 – Generation Ready (Kawaguchi)

Cultural Proficiency is the policies and practices in an organization or the values and behavior of an individual that enable the person or institution to engage effectively with people and groups who are different from them. Cultural Proficiency is an inside-out approach that influences how people relate to their colleagues, clients, and community. Cultural Proficiency is a lens for examining one’s work and one’s relationships.

Generation Ready will partner with Oxnard School District to support them with embracing the principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student. Educators with the skills, knowledge, and attitudes to value the diversity among students will contribute to an educational system designed to serve all students well. Generation Ready consultants help leaders and teachers discover the impact cultural competence can have on closing achievement gaps. Cultural competence is a key factor in enabling educators to be effective with students from cultures other than their own.

FISCAL IMPACT:

\$120,000.00 – 80% - Title II and 20% - Discretionary

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-36 with Generation Ready, in the amount not to exceed \$120,000.00.

ADDITIONAL MATERIALS:

Attached: Agreement #14-36, Generation Ready (13 Pages)
Proposal (5 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-36

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and Generation Ready Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 1, 2014** through **June 30, 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 One Hundred Twenty Thousand (\$120,000.00), unless additional compensation is approved in writing by the District.

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

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

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.
- c. In the event the Agreement is terminated by either Party, Consultant will be paid for any services or work performed to the District's satisfaction and for any expenses pre-approved by District and incurred prior to the date of termination.

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 / License.** Consultant grants District a limited, non-exclusive, non-transferable license, in the United States, to use any Consultant-provided materials, workbooks, presentations or other documentation (together the "Documentation"). All ownership rights in the Documentation and any customization of Documentation produced by Generation Ready, is owned by Generation Ready or its suppliers or licensors. There is no transfer of ownership in any Documentation by action of this Agreement or license, and Generation Ready and its suppliers and licensors expressly retain and reserve all rights, title and interest in the Documentation including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

~~9. **Reserved.**~~

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

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

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

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

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent

and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. Confidential Information.

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any

other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Catherine Kawaguchi
Phone: 805.385.1501 x2301
Fax: 805.486.7358

To Consultant: Generation Ready Inc.
352 7th Avenue, Floor 12A
New York, NY 10001
Attention: Dr. Erick Witherspoon
Phone: 909.660-9274
Fax:

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

GENERATION READY INC.:

Signature

Signature

Lisa A. Franz, Director of Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-36

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-36

SERVICES

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

***PER ATTACHED PROPOSAL**

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-36

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-36

COMPENSATION

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

Services	Price per Day	# of Days	Total Cost
Cultural Competence Workshops	<i>Pricing based on workshops for all administrators and teachers from each school, and central office staff in cohorts of 30 participants.</i>		
4 days per month (August-May—10 months total) focused on the four components of cultural competence <ul style="list-style-type: none"> • valuing diversity; • being culturally self-aware; • understanding the dynamics of cultural interactions; and • institutionalizing cultural knowledge and adapting to diversity. This engagement can be adapted for leaders, administrative staff, teachers, parents etc.	\$3,000	40 days	\$120,000
TOTAL			\$120,000

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

III. 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 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 \$120,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-36

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-36

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 #14-36

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-36

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, **GENERATION READY INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Proposal for Professional Learning Services:

Cultural Proficiency

Oxnard School District

Dr. Cesar Morales, Superintendent
1051 South A Street
Oxnard, California

March 11, 2014

I. **Executive Summary**

Generation Ready is the only national provider of professional learning services that uniquely combines deep instructional job-embedded expertise, innovative technology tools, and a targeted digital content library that ensures sustained professional growth and improved student learning. For the past 20 years, our primary focus has been improving instructional practice in the classroom. Our professional learning services are:

- **Experienced** - We only hire education consultants with at least 10 years of classroom teaching experience and proven success as instructional leaders *in the content area in which they consult*. Our research-based approach has been refined by working in thousands of urban, suburban and rural schools throughout the country.
- **Evidence-based** – Our professional development is always based on instructional and school-wide approaches that are empirically proven to improve student outcomes. These are contained within our Six Essential Practices for Effective Schools, a framework that guides our work with schools.
- **Collaborative** - Using data from formal accountability systems and from Generation Ready’s innovative planning, informal observation, reporting and content tools, consultants work with teachers and leaders to guide professional conversations about individual needs and support wider professional development planning.
- **Customized** - Our differentiated professional development builds on teachers’ and leaders’ expertise, previous experiences, and learning styles, regardless of a school’s chosen curricula, assessments or observation tools.

Generation Ready combines the deep expertise and resources of two long-renowned education organizations – Editure/AUSSIE Professional Development and JBHM Education Group. Generation Ready’s roots are in literacy instruction. Many of our consultants have been trained in Australia, New Zealand, and Canada where literacy instruction is considered some of the most effective in the world. Our consultancy methodology is based on the research of Dr. Richard Elmore, John Hattie, Robert Marzano, Charlotte Danielson, and Joyce and Showers. Our mission is to support teachers and school leaders in order to educate a stronger, more vibrant generation of students prepared to meet life’s challenges.

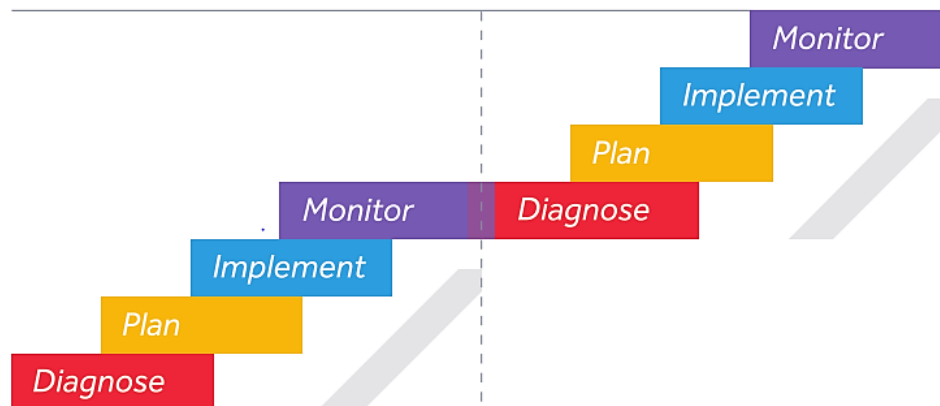
II. **Professional Learning Services**

Professional Learning Services from Generation Ready help to ensure that every student has an effective leader who supports the development of the teacher and continuous school improvement. What makes our professional development so successful is its placement in the context of the school—job-embedded and customized. Our highly qualified education consultants are experts with decades of experience as teachers, coaches, and school and central office leaders; they support the improvement of the quality of leadership and instruction, thereby student achievement. Our consultants’ insight, along with a thorough assessment of Oxnard School District’s goals, performance and existing capabilities, helps us shape this engagement to your specific needs.

The professional development services we provide:

- Are collaborative, ongoing and focused on developing a clearly articulated, shared vision;
- Promote clear links between theory and practice;
- Provide ongoing support for leaders and teachers that is school-based and linked to improving outcomes for students;
- Are grounded in inquiry and reflection, participant-driven and focused on improving practice;
- Afford participants opportunities to be involved in planning and designing their own professional development; and
- Combine workshops with job-embedded professional development to support leaders and teachers in planning for and implementing effective instruction to improve student outcomes.

Generation Ready's Continuous Cycle of Improvement ensures that each professional learning services engagement is customized to the needs of your school. Each engagement begins with a diagnostic process, followed by the development of a shared Plan of Action with the input and collaboration of key stakeholders. Ongoing monitoring of the plan through data collection using our unique online tools ensures that we are engaged in a continuous cycle of improvement, making adjustments based on observation and outcome data. Through modeling effective teaching and leading in your school setting, we create a shared vision of effective instruction, a common goal for school success, and a higher expectation for student achievement.



Our professional learning engagements are flexible, configured according to your specific goals and needs. Consultants work with leaders to embed their learning in many ways, including:

- In-school and in-classroom one-on-one support
- Curriculum and task development collaboration
- Data collection and analysis
- Coaching and mentoring
- Demonstration lessons and co-teaching
- Study groups
- Common preparation planning sessions
- Guided visitations both within the school and between schools

III. Cultural Competence Overview

The cultural gap between students and their teachers can be a factor in students' academic performance and contribute to achievement gaps among different student groups.

Generation Ready partners with schools and school districts to help them embrace the principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student. Educators with the skills, knowledge, and attitudes to value the diversity among students will contribute to an educational system designed to serve all students well. Cultural competence is a key factor in enabling educators to be effective with students from cultures other than their own.

Cultural competence requires that individuals and organizations:

- Have a defined set of values and principles, and demonstrate behaviors, attitudes, policies and structures that enable them to work effectively cross-culturally;
- Have the capacity to (1) value diversity, (2) conduct self-assessment, (3) manage the dynamics of difference, (4) acquire and institutionalize cultural knowledge and (5) adapt to diversity and the cultural contexts of the communities they serve; and
- Incorporate the above in all aspects of policy making, administration, practice, service delivery and involve systematically consumers, key stakeholders and communities.

Cultural competence is a developmental process that evolves over an extended period. Both individuals and organizations are at various levels of awareness, knowledge and skills along the cultural competence continuum. (Adapted from Cross et al., 1989)

Generation Ready consultants work with leaders and teachers to emphasize the need for educators to provide an environment of mutual respect and reciprocity of ideas. Using workshops and job-embedded consultancy, Generation Ready consultants help leaders and teachers discover the impact cultural competence can have on closing achievement gaps.

Strategies implemented in both classroom and whole school settings demonstrate how student outcomes can be improved by incorporating racial and ethnic minority contributions in curriculum and diversifying pedagogical practices. This practice helps educators see cultural competence as both a moral and ethical responsibility to create a welcoming environment for all students to succeed. The impact of having educators who have the ability to challenge and motivate diverse student populations has dramatically improved student outcomes.

IV. Work Plan

Generation Ready will partner with Oxnard School District to provide comprehensive, high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff.

Cultural Competence Workshops

Our education consultants will facilitate an introductory workshop to increase school leaders', teachers', and central office staff's cultural competence, with an emphasis on translating cultural knowledge into more effective instruction and an enriched curriculum. Additional workshops will be hands-on and differentiated to meet the needs of participants with diverse roles. Sessions will address the four components of cultural competence: valuing diversity; being culturally self-aware; understanding the dynamics of cultural interactions; and institutionalizing cultural knowledge and adapting to diversity. Using student performance and teacher

effectiveness data, consultants will demonstrate strategies for using students’ culture to build a bridge to success in school, integrating classroom learning with out-of-school experiences and knowledge.

Learning Outcomes

- Participants will accept and respect different cultural backgrounds and customs, different ways of communicating, and different traditions and values;
- Participants will understand that their personal cultures shape their sense of who they are, where they fit into their family, community, school and society, and how they interact with students and families; and
- Participants will observe that there are many factors which can affect interactions across cultures.
- Participants will design educational services based on an understanding of and respect for students’ cultures.

V. Cost Proposal

This cost proposal is based on the recommended professional learning services for Cultural Competence, which is identified as a priority for Oxnard School District.

Services	Price per Day	# of Days	Total Cost
<i>Cultural Competence Workshops</i>			
<i>Pricing based on workshops for all administrators and teachers from each school, and central office staff in cohorts of 30 participants.</i>			
4 days per month (August-May—10 months total) focused on the four components of cultural competence <ul style="list-style-type: none"> • valuing diversity; • being culturally self-aware; • understanding the dynamics of cultural interactions; and • institutionalizing cultural knowledge and adapting to diversity. This engagement can be adapted for leaders, administrative staff, teachers, parents etc.	\$3,000	40 days	\$120,000
TOTAL			\$120,000

VI. Summary

Generation Ready believes that investing in people and professional learning is the best strategy for school improvement, and that only by building internal capacity, can long-term change be accomplished and improvement sustained. We look forward to becoming Oxnard School District’ partner for lasting change and student success.

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of Agreement #14-37, Apple Inc. (Kawaguchi/Driver)

Apple Inc. will provide professional development to school and district staff on the use of the iPad as an educational tool. The iPad will provide academic support in the implementation of the curriculum and standards.

FISCAL IMPACT:

Not to exceed \$58,650.62 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-37 with Apple Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement/Statement of Work #14-37, Apple Inc. (4 Pages)



Apple Inc. Statement of Work

Deliver To

Ronit Driver
Delivery Contact
Oxnard School District
Organization
1051 South A Street
Address 1
Address 2
Oxnard CA 93033
City State Zip
805-385-1501 x2302
Phone
rdriver@oxnardsd.org
Email Address

Agreement Information

0612101817372
Agreement Number
P15-00044
PO Number

Apple Contact

West
Area
Katie Boeckman
Apple Contact
512-674-6911
Phone
KBoeckman@apple.com
Email Address

Summary of Services (see attached Summary of Service)

Apple Professional Development will provide (7) 4-day Professional Development workshops as follows:

- * (4) days must be scheduled consecutively.
- * Each day of training is (6) hours, plus a break for lunch.
- * Each day of training can be for a maximum of (20) attendees.
- * Each attendee must have access to an Apple computer for the training (with the exception of iPad and iPod courses).
- * The training must be scheduled within (90) days and occur within (12) months of ordering.
- * Three week scheduling notice is required for all requests.
- * All scheduling is subject to availability.

Please sign and fax this Form to 305-489-7864 or email to eduserVICES@apple.com

Authorization

Customer ("Customer") and Apple Inc. ("Apple"), by the signature of their authorized representative below, agree to the provision of Services described herein in accordance with the terms and conditions set forth on page 2 of this Agreement.

Customer Signature _____ Date _____
 Lisa A. Franz, Director, Purch.
 Customer Name & Title (print)
 Apple Signature _____ Date _____
 Apple Name & Title (print)

6/12/2014	6/11/2015	Fixed Fee	
Estimated Start Date	Estimated End Date	Engagement Type	
D4520LL/B 4day PD	7	\$8378.66	\$58650.62
Part Number	Qty (Units/Days)	Rate	Total Line 1
Part Number	Qty (Units/Days)	Rate	Total Line 2
Part Number	Qty (Units/Days)	Rate	Total Line 3
Estimated Expenses			
Total Estimated Charges			\$58650.62

Terms and Conditions

1. **Payment.** Customer agrees to pay for services identified in the Statement of Work ("Services") on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Services provided under Apple Professional Development will be charged at the workshop rate. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Apple pre-paid Services include Apple Professional Development, Apple Professional Services Project Management and Technical Services. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2. **Services.** Customer and Apple shall prepare and execute a Statement of Work documenting all Services to be performed by Apple. Each Statement of Work shall be uniquely numbered and signed by an authorized representative of both parties. Each Statement of Work shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each Statement of Work shall incorporate all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed Statement of Work. Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives for Apple Professional Services Project Management and Technical Services. Services shall be deemed accepted, on date of delivery or upon conclusion of any mutually agreed upon written acceptance period, if the Services substantially conform to their description. Subject to the conditions below, Customer may request Apple to perform Services that require holding of Customer's product at the Provider's warehouse. Under this Agreement and for the sole purpose of completing the Services outlined in the Statement of Work, Provider may hold Customer's product for up to forty-five (45) days at Provider's warehouse, with the first day of the holding period beginning once the first product arrives at the Provider's warehouse and final day being when the Services, as described in the Statement of Work, are completed; all product must be delivered to Customer on or before the forty-sixth (46th) day to avoid additional holding fees or reshipment of un-configured product to Customer's site; and, if additional holding time is necessary beyond the forty-five (45) days allocated under this Agreement, the Customer is responsible for negotiating a separate holding agreement with the Provider.

Apple Professional Development Catalog will serve as Statement of Work for Apple Professional Development Workshops. Apple Professional Development determines objectives for Apple Professional Development Workshops. Apple reserves the right to substitute without notice an Apple Professional Development Workshop from the current Apple Professional Development Catalog if the Apple Professional Development Workshop originally selected becomes obsolete before its scheduled delivery date. Any audio or video recording of Apple Professional Development Workshops is strictly prohibited, unless expressly approved by Apple in writing.

3. **Property Rights.** Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4. **Warranty.** Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including, without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5. **Limitation of Liability and Remedies.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT BY IT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. THE SAID REPERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

6. **Confidentiality.** "Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple authorized signatory that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this

Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Customer's prior written consent or as required by law.

7. Term. This Agreement shall terminate on the end date as specified in the Statement of Work ("End Date"). If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 11 and 12 shall survive termination.

8. Non-Solicitation. During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee, a Contractor or Provider of Apple directly involved in the Services, or induce such employee, Contractor or Provider of Apple to breach any employment agreement or services contract with Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9. Third Party Software Waiver and Authorization. Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) The Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

10. Exceeding Services Outlined Herein. During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

11. Cancellation. Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at eduserVICES@apple.com. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12. Miscellaneous. If Customer is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Customer is located. If Customer is a private institution, this Agreement will be governed and interpreted under the laws of California, USA, without regard to conflict of laws principles or provisions. In the event of any dispute or controversy between the Parties to the Agreement, the parties shall try to resolve the dispute in a fair and reasonable way

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.

If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

Apple and Customer acknowledge that this Agreement and any associated Statement of Work agreed to in writing between Apple and Customer constitutes the entire agreement between the parties with respect to the Services and supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the parties with respect to its subject matter.

The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter, and Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. In the event the customer has a current Professional Services Agreement in place the Terms and Conditions of the Professional Services Agreement will supersede any conflicting terms in the Terms and Conditions accompanying the Statement of Work.

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 10 of this Agreement. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in writing with Apple. Apple may use subcontractors to perform any Services hereunder.

No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.



0612101817372
Agreement Number

Summary of Services

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 07/23/14

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

APPROVAL OF AGREEMENT #14-38 - NIGRO & NIGRO PC FOR ASB ACCOUNTING PROCEDURES WORKSHOP (Cline/Penanhoat)

Nigro & Nigro PC, District auditors, will provide an inservice for district office and site staff relative to all aspects of Associated Student Body (ASB) accounting procedures.

Agreement #14-38 is presented herewith for the Board's consideration.

FISCAL IMPACT

Not to exceed \$1,300 to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Agreement #14-38 with Nigro & Nigro PC as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #14-38 (3 pages)



OSD AGREEMENT #14-38

June 15, 2014

Janet Penanhoat
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Janet:

This letter is written in response to your District's request for a workshop to be provided by our firm on Associated Student Body (ASB) accounting procedures. Attached to this letter is an outline of the topics covered in the workshop.

Attendees

Of course, for the workshop to be the most effective, we encourage personnel from all aspects of ASB to attend. This would include principals, vice-principals, advisors, teachers, coaches, students, secretaries and bookkeepers. We also want to tailor the workshop to meet the specific needs of the District. We will also produce a workshop manual entitled "ASB Accounting for Dummies" for each participant or for each school site. The manual is full of useful information, sample documents and forms, charts, and reference materials.

Format

The workshop will be presented in a lecture format, with an accompanying Power Point presentation. Time permitting, we will include interactive problems for participants to work through. We will need a room with lights that can be dimmed and a projection screen. We can provide our own computer and projector, if necessary. We also allow time during and after the workshop for questions and answers from attendees. At the conclusion of each session, I will ask participants to complete a workshop evaluation.

Date and Time

The workshop is scheduled for Thursday, October 2 from 8:00 until 12:00.

Presenters

The workshop will be presented by Jeff Nigro, CPA, CFE. As a partner in the firm, I have over 23 years of experience auditing and advising ASBs of all sizes throughout California. I have presented this workshop numerous times.

Cost

The cost will be a \$1,000 flat-fee, regardless of the number of attendees. There is also an additional fee of \$15.00 for each workshop manual produced to cover the costs of production. Only one manual per site is needed, not one for each participant; however, feel free to order more than one per school if desired.

Of course, the workshop will be tailored to your District. In other words, you tell us how much time you want us to spend going over particularly troublesome areas, and we'll do it. Attached is a proposed agenda for your review and approval prior to the workshop.

We thank you for allowing us the opportunity to provide this workshop to the District. If you are in agreement with the terms of this proposal, please sign in the space below, make a copy for your records, and return the original to my office. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Nigro".

Jeffrey Nigro, CPA, CFE

We hereby agree to the terms in this proposal.

Lisa Cline,
Assistant Superintendent, Business Services

Date

ASB WORKSHOP OUTLINE

Topics Covered

I. Rules and Regulations

- a. Board approval
- b. Purpose
- c. General principles
- d. Clubs & boosters
- e. IRS Regulations

II. Budgetary Controls

III. Cash Receipts

- a. Deposit guidelines
- b. Revenue potentials
- c. Student stores
- d. Ticket controls
- e. Raffles

IV. Cash Disbursements

- a. Approvals
- b. Proper check controls
- c. Uses of funds

V. Fraud

- a. Who commits fraud?
- b. How fraud is committed
- c. How to detect and prevent fraud

VI. The Audit

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of Agreement #14-39 – County of Ventura (Kawaguchi/Phipps)

The communities where the social workers have been placed have been identified by the County of Ventura consensus data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

FISCAL IMPACT:

Not to exceed \$95,408.06 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #14-39 with the County of Ventura.

ADDITIONAL MATERIAL:

Attached: Agreement #14-39, County of Ventura (17 Pages)
Annual Cost Share Worksheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-39

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 23, 2014 to and including June 30, 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 Ninety Five Thousand Four Hundred Eight Dollars and Six Cents (\$95,408.06), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **[Reserved].**

9. **[Reserved].**

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 or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

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: Marikaye Phipps
Phone: (805) 385-1501 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5301
Fax: (805) 477-5385

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.** **MARIKAYE PHIPPS**, the Director, Pupil Services, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

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

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

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

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

32. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

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:

COUNTY OF VENTURA:

Signature

Signature

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

Michael Powers, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #14-39

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-39

SERVICES

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.
 See Exhibit E attached

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 #14-39

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-39

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$95,408.06 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-39

INSURANCE

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

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

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

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

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

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

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

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

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

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B. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

- Not Project Related
- Project #14-39

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-39

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #14-39

EXHIBIT E
TO AGREEMENT FOR CONSULTANT SERVICES #14-39
SCOPE OF WORK
SCHOOL-LINKED SERVICES: HEALTHY START FAMILY RESOURCE CENTERS IN THE OXNARD
SCHOOL DISTRICT

This Service Agreement effective 7-23-14 is made by and between the **Oxnard School District** and the **County of Ventura, Human Services Agency** for the **2014-2015 school year**.

A. PURPOSE

This Scope of Work identifies the responsibilities of the County of Ventura Human Services Agency (“Consultant”) and the Oxnard School District (“District”) for School-Linked Services provided at certain Healthy Start Family Resource Centers located on school sites within the District as described below. Both parties agree to establish and maintain an effective working relationship and productive partnership to ensure coordinated services to students and families participating in the collaborative, preventive programs at school sites, and address academic, attendance, and behavior concerns that prohibit student success.

B. DISTRICT RESPONSIBILITIES

District shall:

1. Provide Consultant with adequate facilities to perform services under this Agreement and allow Consultant to establish work stations, phone lines, and technology at such facilities as may be needed to perform tasks. Should district not provide adequate facilities, then Consultant reserves the right to relocate its Children & Family Services (CFS) Staff to a location that is suitable until the District provides adequate facilities that conforms to the minimum health and safety standards.
2. Serve as lead Administrative Agent of the Family Resource Center/Healthy Start, or school program.
3. Communicate all information accumulated through the intake and referral process.
4. Educate Family Resource Center/Healthy Start or school staff of Consultant’s scope of work, including the required caseload.
5. Access confidential client information in the course of providing services, following the procedures in the County Human Services Agency-Children, Family Services Healthy Start/school protocol, and district protocol.
6. Participate in training and cross-training pertaining to the Family Resource Center/Healthy Start Program.
7. Organize, update, and maintain files and/or records of all students and families in the Family Resource Center/Healthy Start Program.
8. Collaborate with Consultant to identify, collect and report appropriate outcome measures such as school performance and referral rates to the School Attendance Review Board.
9. Exchange relevant outcome data with the Consultant on an agreed upon time frame.
10. The District schools will only request translation services of Consultant’s case aides only on cases

Not Project Related

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approved by Consultant's Children & Family Services Social Workers.

11. Reimburse Consultant from non-federal funds for Consultant's provision and assignment of staff to provide services under this Agreement as specified on the **attached** Annual Cost sheet for **2014-2015**. Total share of cost OSD: Not to exceed **\$95,408.06**.

Note: It is understood by both parties that the non-federal District funds provided to Consultant for services/staff provided under this Agreement will be used by Consultant for eligible federal and/or state match. Such match will be applied toward Consultant's share of cost of services under this Agreement. Should Consultant at any time exceed its capped Child Welfare Services Allocation, the additional County costs related to such excess will increase. In such event, additional services will only be provided if the parties agree to an amendment to this agreement.

C. CONSULTANT RESPONSIBILITIES

Consultant shall provide staff to deliver school linked services at Healthy Start Family Resource Centers or other identified school locations as specified in Paragraph B. 11 above. Consultant will be responsible for:

1. Assessing children who show early signs of being at-risk of child abuse and neglect, generated by school referrals. Some of those indicators may include excessive absenteeism, behavior referrals, or health-related issues.
2. Providing case management services, including case planning and service brokering, to at-risk families on a voluntary basis,
3. Consulting with school personnel on a wide range of psychosocial issues,
4. Providing a flexible range of services for at-risk children.
5. Maintaining appropriate records of services provided, as necessary. Social workers providing services under this Agreement must carry a concurrent caseload of no fewer than 15 referrals and/or cases. Should referrals from Healthy Start be insufficient to maintain the required caseload, social workers will receive referrals from the Consultant's Emergency Response Intake Program. Upon consultation with the District, the Emergency Response Intake Program may utilize the services of school-based Child Welfare Social Worker (CWSW) on assigned cases outside of the schools where their expertise is needed.
6. Provide relevant outcome data to the District on an agreed upon time frame.
7. Communicate information and provide education about available services to students, families, and staff including case managing students who have been referred under stipulated expulsions.
8. Identify representation to the LEA MediCal Collaborative for participation in quarterly meetings.
9. Collaborate with District to identify, collect and report appropriate outcome measures such as school performance and referral rates to the School Attendance Review Board.
10. Access confidential client information in the course of providing services, following the procedures in the County Healthy Start Collaborative protocol or other agreed-upon protocols.

Not Project Related

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Consultant and District agree to maintain the confidentiality of all information and records regarding program participants or their immediate families. Except as otherwise required by law, Consultant and District agree that all information and records obtained in the course of providing services to program clients shall be subject to the confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto, including Chapter XIX of the California Department of Social Services (CDSS) Manual of Policies and Procedures, and Section 10850 of WIC.

Notwithstanding the confidentiality requirements of this paragraph, persons who serve on a multidisciplinary team, including the weekly case staffing committee, shall be permitted to disclose to one another information which is relevant to the provision of services to person(s) under this Agreement, except that such disclosure shall not be made in a manner contrary to any applicable constitutional provision, statute, regulation, or other binding authority.

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District

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

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

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

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

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

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

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

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completion of the Services or the termination of this Agreement. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

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

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

B General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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 Ag

Oxnard School District/CFS Healthy Start Agreement 2012-13

School	Position	Annual Cost	0.75	50% Share of assigned FTE
McKinna	CWSW Flores	107,058.00	80,293.50	40,146.75
McKinna	CA Jasso	<u>63,121.00</u>	<u>47,340.75</u>	<u>23,670.38</u>
Total Cost		<u><u>170,179.00</u></u>	<u><u>127,634.25</u></u>	<u><u>63,817.13</u></u>

PSSF (assigned .75 FTE with .375 paid by PSSF and .375 by OSD)		0.375	
Caesar Chavez	CWSW Solis-Hernandez	102,689.00	19,254.19
Caesar Chavez	CA Lopez	<u>65,796.00</u>	<u>12,336.75</u>
		168,485.00	<u><u>31,590.94</u></u>

Total Share of Cost OSD **95,408.06** 88,134 Current Amt
 (does not include supervision, equipment, supplies, etc.)

Difference 7,274

- Notes:**
- 1-Project revised to include only 2 schools: McKinna funded with costs shared by OSD and CWS match funds and Caesar Chavez which has been funded with PSSF funds for .375 FTE with the other .375 FTE shared between OSD and CWS match funds.
 - 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA)
 - 3-Annual cost is based on salaries and benefits (S&B) for the assigned staff
 - 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget
 - 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 13-14)

Weeks per year	52	Contract Term Requested by OSD (Sept 12 through June 18)	
Days paid per week	<u>5</u>		
Days paid per year	260	Sept	13
% of FTE Available	<u>75%</u>	Oct	22
Days Available (paid)	<u><u>195</u></u>	Nov	19
Paid days include holidays, sick, vacation, training, LOA, etc.		Dec	23
		Jan	20
		Feb	20
		Mar	22
		Apr	22
		May	20
		Jun	<u>14</u>
		Less Days Available	195
		Days Over Budget	<u><u>-195</u></u>
			<u><u>0</u></u>

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of Agreement #14-40 – Advanced Classroom Technologies (Kawaguchi/Driver)

The District is coordinating its first annual “Mini-CUE (Computer-Using Educators)” conference. Advanced Classroom Technologies will conduct a Promethean (Class Flow) session during the mini-conference.

FISCAL IMPACT:

Not to exceed \$1,999.00 – Title II

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-40 with Advanced Classroom Technologies.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-40, Advanced Classroom Technologies (13 Pages)
Estimate #5805 (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-40

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and Advanced Classroom Technologies (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 29, 2014** through **July 30, 2014** (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 One Thousand Nine Hundred Ninety-Nine Dollars (\$1,999.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Advanced Classroom Technologies
13350 41st Avenue NE
Marysville, WA 98271
Attention: Eric A. Pagano
Phone: (800) 355.2905
Fax: (360) 658.5300

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ADVANCED CLASSROOM TECHNOLOGIES:

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 #14-40

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-40

SERVICES

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

***PER ATTACHED ESTIMATE #5805**

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

***PER ATTACHED ESTIMATE #5805**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-40

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-40

COMPENSATION

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

*PER ATTACHED ESTIMATE #5805

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

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

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

IV. The total compensation for the Services shall not exceed \$1,999.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-40

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-40

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

~~_____ Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #14-40

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 #14-40

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-40

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, **ADVANCED CLASSROOM TECHNOLOGIES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

13350 41st Ave NE
Marysville, WA 98271
Phone:800-355-2905
Fax: 360-658-5300

Estimate

Date	Estimate #
5/19/2014	5805

Contact/Address
Vicky Gonzalez Oxnard School District 1051 South A Street Oxnard CA 93030-7442

Expires	Sales Rep	Sales Rep Mobile
6/30/2014	Pagano, Eric A	(909) 576-0912

MPN	Item	Description	QTY	Rate	Amo...	Tax ...
PROFDEV	Promethean Academy - 1-Day Prof Development On-Site Training	Promethean Academy - Prof Development On-Site Training (Special Pricing - Two Days) * for face to face training on 7/29 & 7/30 *	1	1,999.00	1,999.00	

			Total	\$1,999.00
--	--	--	--------------	------------

PLEASE NOTE:
Unless previously agreed upon, ACT will invoice for product upon delivery.
Installation will be invoiced upon completion of work.

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of Agreement #14-42 – LA AMAE (Kawaguchi/Jenks)

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

FISCAL IMPACT:

Not to exceed \$1,800.00 – Title I

RECOMMENDATION:

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

ADDITIONAL MATERIAL(S):

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

OXNARD SCHOOL DISTRICT

Agreement #14-42

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and LA AMAE (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 24, 2014** through **August 18, 2014** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

LA AMAE:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #14-42

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

SERVICES

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

***PER ATTACHED SERVICE SUMMARY**

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

***PER ATTACHED SERVICE SUMMARY**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-42

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

COMPENSATION

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

*PER ATTACHED SERVICE SUMMARY

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

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

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

IV. The total compensation for the Services shall not exceed \$1,800.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #14-42

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

~~_____ Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #14-42

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #14-42

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-42

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



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

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

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

We have put together a service summary for the proposed professional development workshop on August 18, 2014. Each presentation will include a handout packet.

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

www.amae.org

Culture. Language. Empowerment.



Service Summary
 AMAE One-Day Professional Development Workshop

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

Administrator Signature _____ Date _____

AMAE Signature _____ Date _____

Client Contact Numbers:

Ms. Anne Jenks, Principal
 Dennis McKinna Elementary School
ajenks@oxnardsd.org
 Oxnard School District
 1611 S. J St.
 Oxnard, CA 93033
 Phone: 805-385-1563
 Please forward this sheet back to: fuegonuevoctr@verizon.net

www.amae.org

Culture. Language. Empowerment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2014

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

INSURED
AMAE
Javier San Roman
PO Box 98
San Pedro, CA 90733

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	39020
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5402-M654995	08/18/2014	08/20/2014	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER ~~WILL ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE *Will Maddux*

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 South A. St Oxnard, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 7/23/14

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

Approval of Agreement #14-43 – National University (Vaca/Plaza)

OSD and National University will partnership for the purpose of providing contractual services for students, or state-supported K-12 educational service unit and to offer the following internship credential programs: Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology. The partnership will deliver services in support of the programs that meet the regulations and standards of California Commission on Teacher Credentialing (CTC).

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources & Public Relations, that the Board of Trustees approve Agreement #14-43 with National University.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-43, National University (6 Pages)
Certificate of Insurance (10 Pages)



INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective July 24, 2014 (“**Effective Date**”) by and between Oxnard School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Ventura (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue for one year or until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. Placement of Interns. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by a **District** designee.
 - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.

- c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.
4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
 6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
 7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
 8. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. **University** Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
 - b. **District** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. **University** Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. **District** and **University** shall independently determine the qualifications of their respective supervisors.
 - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
 - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
 - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. **District** Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. **University** Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. **University** Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers

and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.

9. Counseling, Psychology and Administrative Services Intern Support

- a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
- b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
- c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
- e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
- g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
- h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.

10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.

12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.

13. Indemnity. The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents.

14. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
15. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
16. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
17. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
18. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
19. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
20. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
21. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.
22. Certificate of Clearance. In accordance with California Education Code Section 44320(b), each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate of Clearance from the CTC prior to beginning their assignment in the district.
23. Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

This Agreement is executed by and between:

University: National University

Contact: Jason Garchie
Credentials Contract Coordinator
11255 North Torrey Pines Road
La Jolla, CA 92037-1011
Telephone (858) 642-8300
Facsimile (858) 642-8717
credcontracts@nu.edu

By: _____
Randy C. Frisch, Esq.
Vice Chancellor, Business and Administration

Dated: _____

District: Oxnard School District

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Address: 1051 South A Street

Oxnard, CA 93030

Telephone: (805) 385-1501

Dated: _____



EXHIBIT A

Internship Programs

District and **University** wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2014

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

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

PRODUCER Commercial Lines - (949) 225-6900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 2030 Main Street, Suite 200 Irvine, CA 92614-7253	CONTACT NAME: Debbie Karpuk PHONE (A/C, No. Ext): 949-224-1688 FAX (A/C, No): 949-225-6910 E-MAIL ADDRESS: debbie.karpuk@wellsfargo.com																					
INSURED National University 11355 N.Torrey Pines Road La Jolla, CA 92037-1013	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B :</td> <td>Travelers Casualty Ins Co of America</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER C :</td> <td>American Casualty Company of Reading, PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Insurance Company	18058	INSURER B :	Travelers Casualty Ins Co of America	19046	INSURER C :	American Casualty Company of Reading, PA	20427	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES
CERTIFICATE NUMBER: 7907626
REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1080430	09/29/2013	09/29/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	TC2JUB-4242B530-13	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			0127282096	05/09/2014	05/09/2015	\$2,000,000 Each Claim \$5,000,000 Aggregate

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

Oxnard School District is included as an additional insured as respects General Liability per the attached endorsement.

CERTIFICATE HOLDER
CANCELLATION

Oxnard School District 1051 South A St. Oxnard, CA 93030-7442	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jeannine Brundage</i></p>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES, COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**
"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
 - (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
- (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
- (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

BOARD AGENDA ITEM

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

Date of Meeting: **JULY 23, 2014**

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

TITLE: **Memorandum of Understanding (MOU) Between the Ventura County Office Education (VCOE) and the Oxnard School District (District) Re: VCOE Credential Programs: Agreement #14-87 (Vaca)**

DESCRIPTION OF AGENDA ITEM:

The Ventura County Office of Education (VCOE) has traditionally provided services for the Oxnard School District (District) in the areas of Beginning Teacher Support (BTSA), Teacher Intern programs, and Paraprofessional Teacher training Programs. This is a memorandum of understanding between the member districts of the Ventura County Consortium members and the lead Local Education Agency (LEA), the Ventura County Office of Education. The Ventura County Consortium includes the Ventura County Beginning Teacher Support & Assessment Induction Consortium (BTSA/IC); CTC-approved Designated Subjects Credential (DSC) Programs (Adult and Vocational Education); and/or the CTC-funded Paraprofessional Teacher Training Program. Each program has enabling statutes and/or regulations; grant conditions; and standards.

This MOU will allow for the continuation of these services for our beginning teachers and paraprofessionals who are interested in becoming teachers. This program is required for new teachers to clear their credentials.

FISCAL IMPACT:

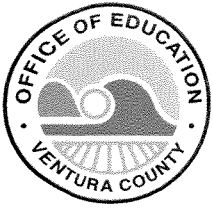
	2014-15	2015-16	2016-17	2017-18
Annual Registration per candidate	\$150	\$150	\$150	\$150
Program costs per candidate	\$500/ Year	\$2,000/ year	\$3,000/ year	\$4,000/ year
VCOE Payments to District	\$1000 (No cost to District)	\$ 0	\$ 0	\$ 0
FUNDING SOURCE:	Beginning with the 2015-16 school year, General Fund			

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve MOU Agreement # 14-87 between VCOE and the District re: VCOE Credential Programs.

ADDITIONAL MATERIAL(S):

Memorandum of Understanding Agreement #14-87 between VCOE & the District re: VCOE Credential Programs



MEMORANDUM OF UNDERSTANDING (MOU)

AGREEMENT #14-87

This is a Memorandum of Understanding between Ventura County Office of Education, hereinafter referred to as “**Superintendent**,” and Oxnard School District, hereinafter referred to as “**District**.”¹

The purpose of the MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of each of the credential programs maintained by the Superintendent, hereinafter referred to as “**Program**,” is to provide the highest quality pathway for employees of the District, hereinafter referred to as “**Candidates**,” to obtain appropriate licensure. This memorandum will provide a clear path for Candidates to reach full licensure with support from the program, district, and site.

1.0 PROGRAM GOVERNANCE

- 1.1 Superintendent will serve as Local Education Agency (LEA) of each Program. The LEA will serve as
 - 1.1.1 Fiscal Agent;
 - 1.1.2 Clearinghouse for information, data, and reporting requirements;
 - 1.1.3 Liaison and contact between state agencies and member districts;
 - 1.1.4 Liaison and contact between local Institutions of Higher Education (IHE) and member districts.
- 1.2 Superintendent will provide operational leadership through the Program Director.
 - 1.2.1 The Program Director will be a VCOE administrator with decision making authority and knowledge of Program Requirements.
- 1.3 District will provide a delegate to the Executive Board of each Program.
 - 1.3.1 The Executive Board of each Program is composed of a manager of each participating district.
 - 1.3.2 Each delegate to the Executive Board will be a District official with decision-making authority.
 - 1.3.3 The delegate to the Executive Board will meet with the Executive Board a minimum of two times per year to review program policy and to provide advice to the Program Director.
- 1.4 District will provide a District contact to ensure day-to-day implementation of Program Requirements.
 - 1.4.1 District contact will serve as liaison between District and Superintendent. In this capacity, the District contact will meet with the Program Director a minimum of three times per year.

¹ For these purposes, “District” is defined as school, agency, or program as defined in Education Code Sections 56031, 56360, and 56361 for the purpose of providing special education services.

2.0 GENERAL RESPONSIBILITIES:

- 2.1** Superintendent and District hereby consent to and assure compliance with legal requirements for the Induction Program as follows:
 - 2.1.1** Superintendent and District will partner to select an appropriate Support Provider, as defined by Commission on Teacher Credentialing (CTC) regulations and the CTC-approved Program design.
 - 2.1.2** Superintendent and District will work in partnership to provide a minimum number of hours of support/mentoring and supervision to each Candidate each school year as defined by CTC regulations and the CTC-approved Program design. Support may include any activities listed on the Support Provider Log and are subject to additions and deletions.
 - 2.1.3** Superintendent and District will work in partnership to recruit Candidates into the Program.
 - 2.1.4** Superintendent and District agree that Candidates must remain employed by the District to continue in the Program. District will notify the Program if a Candidate is separated from employment.
 - 2.1.5** Superintendent and District agree that the Program will notify District if a Candidate does not remain enrolled in the Program.
- 2.2** Superintendent agrees to the following:
 - 2.2.1** Act as clearinghouse for credential information, evaluation data, and CTC reporting requirements
 - 2.2.2** Maintain a Program accredited by the CTC
 - 2.2.3** Ensure Candidates in each Program hold valid prerequisite Credentials, as defined by CTC regulations and the CTC-approved Program design
 - 2.2.4** Provide District with a list of Candidates at each school and provide training and relevant materials to District-assigned Support Providers
 - 2.2.5** Assign a Program Director who will evaluate Candidates according to Program guidelines. The Program Director may confer with both site administration and Support Providers regarding Candidates
- 2.3** District agrees to the following:
 - 2.3.1** Ensure that Candidates' Credentials authorize the Candidates to assume the functions required by employment by District, and Candidates' services meet the instructional needs of District
 - 2.3.2** Provide each Candidate a teaching assignment aligned to the authorization for the Preliminary/Level I or Clear/Level 2 Teaching Credential
 - 2.3.3** Assign each Candidate a Support Provider who will be responsible for mentoring and coaching Candidate over the course of the Program. The Support Provider must meet the following minimum qualifications:
 - 2.3.3.1** Multiple and Single Subject Clear Credential Program:
 - Hold a valid California Clear teaching credential (or have equivalent professional background and experience)
 - Hold a valid English Learner Authorization
 - Have completed 3 years successful teaching experience
 - Have professional background that is consistent with Candidate's assignment and CTC-approved document.

2.3.3.2 Education Specialist Clear Credential Program:

- Hold a valid Clear Education Specialist Credential that is consistent with Candidate's assignment/credential
- Hold a valid English Learner Authorization
- Have completed 3 years successful teaching experience
- Have professional background that is consistent with CTC-approved document.

2.3.3.3 Language and Academic Development Credential Program:

- Hold a valid Mild/Moderate Clear or Learning Handicapped Level 2 credential (or the equivalent, such as a Ryan Specialist Instruction Credential: Learning Handicapped)
- Instructional experience in the areas of language and literacy development
- Have completed 3 years successful teaching experience
- Hold a valid English Learner Authorization

2.3.3.4 Career Technical Education Designated Subjects Credential:

- Hold a valid Clear Credential
- Have completed 3 years successful teaching experience
- Have EL Authorization

2.3.3.5 Adult Education Designated Subjects Credential:

- Hold a valid Clear Credential
- Have completed 3 years successful teaching experience
- Have EL Authorization

2.3.3.6 Added Authorizations:

- Not applicable

- 2.3.4** Ensure sufficient resources are provided for District-assigned Support Providers to work with Candidates within the school day, to deliver the appropriate support and supervision to Candidates, and provide release time to attend Program required trainings

3.0 FISCAL RESPONSIBILITY

- 3.1** Superintendent, as the sponsor of the Induction Program, will

3.1.1 Assign a staff member as Superintendent's representative to the Executive Board;

3.1.2 Assume overall fiscal responsibility for the administration of program funds to provide a CTC-approved Program and provide training to Mentors and Program Supervisors.

- 3.2** District, as the employer of Candidates, will

3.2.1 Assign a staff member as District's representative on the Executive Board at no cost to Superintendent;

3.2.2 Hire and compensate a Support Providers, chosen in a manner consistent with CTC regulations and the CTC-approved Induction Program design, at an appropriate rate determined solely by District.

4.0 SHARED ACCOUNTABILITY

- 4.1** In order to ensure that all licensure requirements are met by Candidates, Superintendent and District will
 - 4.1.1** Develop strong communication lines between all parties so all information distributed is correct and timely;
 - 4.1.2** Participate in the development of individualized plan(s), consistent with CTC regulations and the CTC-approved Program design, for each Candidate employed by District including:
 - 4.1.2.1** Multiple and Single Subject Clear Credential Program:
 - Initial Individual Induction Plan
 - 4.1.2.2** Education Specialist Clear Credential Program:
 - Initial Individual Induction Plan
 - 4.1.2.3** Language and Academic Development Credential Program:
 - Plan of Professional Development
 - 4.1.2.4** Career Technical Education Designated Subjects Credential:
 - Initial Individualized Learning Plan
 - 4.1.2.5** Adult Education Designated Subjects Credential:
 - Initial Individualized Learning Plan
 - 4.1.2.6** Added Authorizations:
 - Not applicable

5.0 MANAGEMENT OF DATA

- 5.1** Superintendent will
 - 5.1.1** Establish and maintain accurate records and reports in accordance with the Family Educational Rights and Privacy Act (FERPA), VCOE policy, and District's requirements;
 - 5.1.2** Submit program data to the appropriate parties.
- 5.2** Consistent with Program Requirements, District agrees to
 - 5.2.1** Provide Superintendent accurate records of assignment and employment;
 - 5.2.2** Provide data for Program evaluation, as requested by Superintendent.

6.0 SPECIAL TERMS AND CONDITIONS

- 6.1** In addition to the terms and conditions contained in this MOU, each Program shall be governed by the provisions of the corresponding attachment, which is incorporated herein as if set forth in full. In the event of an inconsistency between such attachments and the terms and conditions of this MOU, the annual attachment, "VCOE Teacher Support Services Fee Schedule within County/Public including Charters & Las Virgenes," hereinafter referred to as "**Schedule of Fees**," shall prevail.

7.0 SERVICES. Superintendent shall provide District with the services, which are described on the Schedule of Fees (the "Work" or "Service"), attached hereto and incorporated herein by this reference. The Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Work shall set forth the mutually agreed schedule for providing such services. Superintendent shall use its best efforts to complete all phases of the Work according to such

timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Superintendent and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Superintendent as a result of such delay unless specifically agreed to in writing by the District.

- 7.1 This in no way precludes Superintendent from charging fees to Candidates associated with Candidates'
 - 7.1.1 Annual registration in Program;
 - 7.1.2 Acquisition of certified transcripts of Program participation;
 - 7.1.3 Acquisition of instructional materials incidental to Program participation;
 - 7.1.4 Failure to successfully complete Program requirements in a timely manner.

Superintendent, at Superintendent's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of District.

8.0 TIME OF PERFORMANCE. The term of this Agreement shall commence on July 24, 2014 and unless re-executed, shall terminate on June 30, 2019.

9.0 PAYMENT AND EXPENSES. All payments due to Superintendent are set forth in the Schedule of Fees attached hereto and incorporated herein by this reference.

Superintendent shall send District periodic statements indicating Superintendent's fees and costs incurred and their basis and any current balance owed. If no Superintendent's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by Superintendent and combined with that for the following time period, unless a statement is requested by District.

All payments due Superintendent are set forth in Schedule of Fees and shall be paid by District within 30 days of receipt of a proper invoice from Superintendent, which invoice shall set forth in reasonable detail the services performed. District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with District's standards and procedures. In the event that any portion of an invoice submitted by Superintendent to District is disputed, District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

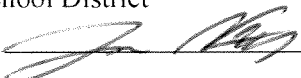
The rates set forth in Schedule of Fees are not set by law but are negotiable annually between Superintendent and District.

District agrees to hire and compensate Support Providers, chosen according to Program Guidelines, at an appropriate rate determined solely District.

10.0 TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party one year advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by Superintendent under this agreement shall, at the option of District, become District property. Superintendent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

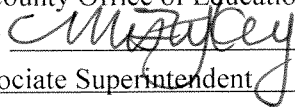
The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

11.0 NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand, or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to District and Superintendent as follows:

Oxnard School District
Signature: 
Title: _____

Street

City, State, Zip Code

Ventura County Office of Education
Signature: 
Title: Associate Superintendent

5189 Verdugo Way

Street

Camarillo, CA 93012

City, State, Zip Code

12.0 WARRANTY. Superintendent hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Superintendent shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

13.0 ADDITIONAL WORK. If changes in the Work seem merited by Superintendent or District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by District in the following manner:

13.1 A letter outlining the changes shall be forwarded to District by Superintendent with a statement of estimated changes in fee and/or time schedule.

13.2 A written amendment to this Agreement shall be prepared by District and executed by all of the parties before any performance of such services or District shall not be required to pay for the increased cost incurred for the changes in the scope of Work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

14.0 COMPLIANCE WITH LAWS. Superintendent hereby agrees that Superintendent, officers, agents, employees, and subcontractors of Superintendent shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Superintendent, officers, agents, employees and/or subcontractors of Superintendent shall secure and maintain in force for the full term of this Agreement, at Superintendent's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Superintendent shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Superintendent's services or operations performed under this Agreement, including, but not limited to

- Hazardous and toxic substances;
- Hazardous waste;
- Universal waste;
- Medical waste;
- Biological waste;
- Sharps waste.

15.0 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Superintendent represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

16.0 INDEMNIFICATION. Superintendent 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of Superintendent or those of any of its officers, agents, employees, or subcontractors of Superintendent, whether such act or omission is authorized by this Agreement or not. Superintendent shall also pay for any and all damage to the Real and Personal Property of 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 by Superintendent, Superintendent's agents, employees, or subcontractors. Superintendent further hereby waives any and all rights of subrogation that it may have against District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of District or any of its officers, agents, employees, and/or volunteers.

17.0 INSURANCE. Superintendent, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- Workers' Compensation Insurance. Superintendent shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Superintendent shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Superintendent's Workers' Compensation Insurance.

- Commercial General Liability Insurance. Superintendent shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Superintendent in connection with the Services described in this Agreement shall maintain such insurance unless the Superintendent's insurance covers the subcontractor and its employees.

- Automobile Liability. If vehicles will be driven on district property, Superintendent shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

Superintendent's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance. Superintendent shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District. Superintendent shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$5,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

Certificates of Insurance. Superintendent and any and all subcontractors working for Superintendent shall provide certificates of insurance to District as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencing work for District, and at any other time upon the request of District. Certificates of such insurance shall be filed with District on or before commencement of the services under this Agreement.

Superintendent's and any and all Superintendent subcontractors' Commercial General Liability insurance and Abuse and Molestation coverage shall name District, its employees, and school board members as additional insureds.

Insurance written on a “claims made” basis is to be renewed by the Superintendent and all Superintendent subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Superintendent for all claims made.

Failure to Procure Insurance. Failure on the part of Superintendent, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which District may immediately terminate this Agreement.

18.0 SAFETY AND SECURITY. Superintendent shall be responsible for ascertaining from District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that Superintendent will have limited contact with students.

- Superintendent and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Superintendent must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for District under this Agreement.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the district determines that Superintendent will not constitute a health hazard to students.

- Superintendent and all of its subcontractors are required to comply with Education Code section 49406, Examination for tuberculosis requirements. Superintendent must cause to be on file with District a certificate from the examining physician showing the Superintendent, officers, agents, employees, and/or subcontractors of Superintendent have been examined and found free from active tuberculosis.

19.0 PROTECTION OF WORK AND PROPERTY. Superintendent and all of its subcontractors shall maintain at all times, as required by conditions and progress of Work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Superintendent is permitted, without special instruction or authorization from District, to act at its discretion to prevent such threatened loss or injury.

20.0 GOVERNING LAW AND VENUES. Superintendent hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state, and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Superintendent hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Superintendent further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

21.0 ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

22.0 ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding.

23.0 DOCUMENT RETENTION. After Superintendent's services to District conclude, Superintendent shall, upon District's request, deliver all documents for all matter in which Superintendent has provided services to District, along with any property of District in Superintendent's possession and/or control. If District does not request District's document(s) for a particular service, Superintendent will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2)-year period, Superintendent will have no further obligation to retain the document(s) and may, at Superintendent's discretion, destroy it without further notice to District. At any point during the two (2)-year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by Superintendent without the prior written consent of District.

24.0 NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or

oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

25.0 EXCLUSIVITY.

25.1 During the term of this agreement Superintendent may, independent of Superintendent's relationship with District, without breaching this Agreement or any duty owed to District, act in any capacity, and may render services for any other entity.

25.2 During the term of this Agreement District shall not, because of its relationship with Superintendent, contract with other individuals and entities to render the same or similar services to District.

26.0 BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement and their respective successors in interest or assigns.

27.0 WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right, unless such waiver is in writing.

28.0 SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

29.0 PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

30.0 AUTHORITY. Superintendent represents and warrants that Superintendent has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

31.0 NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District and nothing contained herein shall be construed to be inconsistent with this relationship or status nor is there any right or authority granted to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages,

payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

32.0 COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard School District

By: _____
Signature

Name

Title

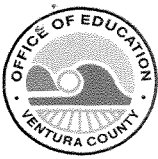
Ventura County Office of Education

Signature *Misty Key*

Misty Key *6-13-14*
County Superintendent or Designee

Associate Superintendent

Title



2014–2015
VCOE Teacher Support Services Fee Schedule
Within County/Public including Charters & Las Virgenes

Program	Registration per year	Program Fee per year	Total Fees
General Education Induction			
Gen. Ed. *** <i>Support Provider stipend paid by the site/district</i>	\$150	\$500	\$650
Gen. Ed with Early Completion Option * <i>Support Provider stipend paid by the site/district</i>	\$150	\$850 Includes observation and additional courses	\$1000
Gen. Ed with MIAA Option *** <i>Support Provider stipend paid by the site/district</i>	\$150	\$650	\$800
Education Specialist Clear Credential			
ESCC Only *** <i>Support Provider stipend paid by the site/district</i>	\$150	\$500	\$650
ESCC with ASD AA Option*** <i>Support Provider stipend paid by the site/district</i>	\$150	\$1450	\$1600
ESCC OIAA Option*** <i>Support Provider stipend paid by the site/district</i>	\$150	\$650	\$800
ESCC LAD Option*** <i>Support Provider stipend paid by the site/district</i>	\$150	\$650	\$800
ESCC MIAA Option*** <i>Support Provider stipend paid by the site/district</i>	\$150	\$650	\$800
Designated Subjects Clear Credential			
Adult Education ** <i>Support Provider and Field Based Supervisor stipend paid by the site/district</i>	\$150	\$850	\$1000
Career Technical Education** advanced preparation <i>Support Provider and Field Based Supervisor stipend paid by the site/district</i>	\$150	\$850	\$1000
Added Authorization and other credential programs (Veteran Teachers)			
ASDAA*	\$150	\$1450	\$1600
OIAA*	\$150	\$1450	\$1600
LAD*	\$150	\$1450	\$1600
MIAA	\$150	\$1450	\$1600
CTE with equivalencies	\$150	\$350	\$500

*One year program **12 month program *** Two year program

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 7/23/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #14-34 – Oxnard Police Department – SRO Cost Sharing 2014-2015 (Kawaguchi)

This agreement is for the Oxnard School District and the Oxnard Police Department to continue to work in collaboration with supporting the children, parents, and staff at our elementary and intermediate school campuses. The Oxnard Police Department agrees to provide the services of two School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention.

FISCAL IMPACT:

\$105,478.92 – School Safety Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-34 with the Oxnard Police Department, in the amount not to exceed \$105,478.92.

ADDITIONAL MATERIALS:

Attached: Agreement #14-34, Oxnard Police Department (7 Pages)

Agreement No. 6679-14-PO

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

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

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

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

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

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

City and District hereby agree as follows:

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

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

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

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

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

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

District:

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

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

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

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

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

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

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Signatures on following page

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

EXHIBIT “A”

SRO Guidelines

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

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

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

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

RESPECT FOR THE RIGHTS OF STUDENTS

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

suspicion.

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

SRO TRAINING REQUIREMENTS

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

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

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

TECHNOLOGY SERVICES AND SUPPORT

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

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 7/23/14

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

INTERFUND TRANSFERS (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the following interfund transfers from General Fund, as listed below:

Fund #710	CSEA Retiree Benefits Fund	\$ 443,457.00
-----------	----------------------------	---------------

OXNARD SCHOOL DISTRICT

ACTION ITEM

INTERFUND TRANSFER (Cline/Penanhoat)

It is recommended that the Board approve the following
interfund transfers from General Fund, as listed below:

MOVED:
SECONDED:
VOTE:

Fund #710	CSEA Retiree Benefits Fund	\$ 443,457.00
-----------	----------------------------	---------------

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

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 7/23/14

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

INTERFUND TRANSFERS (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve the following interfund transfers from General Fund, as listed below:

Fund #710	Retiree Benefits	\$ 3,664,175.00
-----------	------------------	-----------------

This action was approved by the members of the Oxnard School District Employee Health & Welfare Benefits Trust at their meeting of June 4, 2014.

OXNARD SCHOOL DISTRICT

ACTION ITEM

INTERFUND TRANSFER (Cline/Penanhoat)

It is recommended that the Board approve the following
interfund transfers from General Fund, as listed below:

MOVED:
SECONDED:
VOTE:

Fund #710 Retiree Benefits

\$ 3,664,175.00

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

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 07/23/14

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

ENROLLMENT REPORTS (Cline)

District enrollment for the month of May 2014 was 16,827. This is 280 more than this time last year.

District enrollment for the month of June 2014 was 16,808. This is 283 more than this time last year.

FISCAL IMPACT

None.

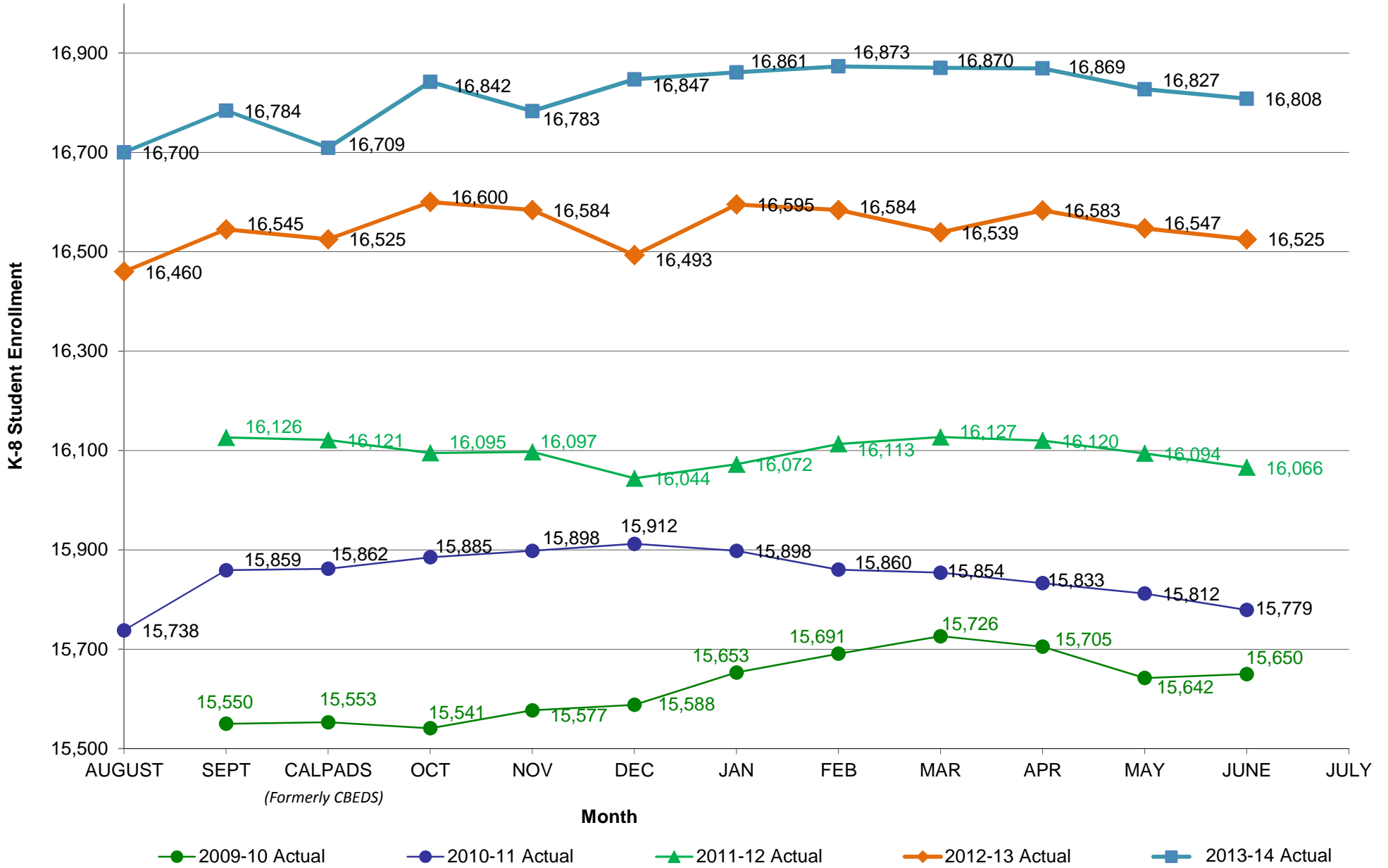
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2009-10 through
 2013-14 Actuals (1 page)

Oxnard School District Enrollment History 2009-10 through 2013-14 Actuals



BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 07/23/14

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

REPORT ON 2006 BOND CONSTRUCTION BUDGET (Cline)

Attached for the Board’s information is our current November 2006 Bond budget as of Thursday, July 10, 2014.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (1 page)
Budget Status Summary Report (1 page)

Sources and Budgets Report



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

Code	Category - Item	Curren Elementary School Modernization	Curren Elementary School New Construction-P2P	Driffill Elementary School New Construction-P2P	Juan Lagunas Soria Elementary School New Construction	Kamala Elementary School New Construction-P2P	Totals
Funding Sources							
State	State	1,240,837	5,894,811	0	0	9,853,461	16,989,109
350	School Facilites Program	1,240,837	5,894,811	0	0	9,853,461	16,989,109
Local	Local	0	8,359,634	26,106,271	40,882,282	5,184,116	80,532,303
212	G.O.Bond Proceeds	0	8,278,915	26,078,627	36,990,180	5,118,340	76,466,062
251	School Development Fees	0	80,719	27,644	3,892,102	65,776	4,066,241
TOTAL FUNDING		1,240,837	14,254,445	26,106,271	40,882,282	15,037,577	97,521,412
Expenditures							
A	Site Costs	0	146,413	401,042	2,414,822	261,987	3,224,264
6110	Purchase Price of Property	0	(67,392)	0	895,068	144,070	971,746
6120	Appraisal Fees	0	0	0	7,500	0	7,500
6130	Escrow Costs	0	0	0	496,270	0	496,270
6140	Surveying Costs	0	111,441	150,919	62,740	34,984	360,084
6150	Site Support Costs	0	62,668	29,313	327,309	44,495	463,785
6171	Environmental Studies	0	29,481	33,209	10,800	28,438	101,928
6160	Other Costs - Site	0	10,215	187,601	615,135	10,000	822,951
B	Planning Costs	62,816	757,883	2,483,187	3,023,450	1,087,046	7,414,382
6210	Architect / Engineering Fees	59,416	629,574	1,774,489	2,098,787	674,153	5,236,419
6220	DSA Fees	2,200	39,688	408,870	752,133	338,659	1,541,550
6230	CDE Fees	0	11,312	34,312	8,349	10,421	64,394
6240	Preliminary Tests	0	0	21,540	0	0	21,540
6250	Other Costs - Planning	1,200	77,309	243,976	164,181	63,813	550,479
C	Construction Costs	1,176,224	13,014,931	20,140,208	33,761,424	13,282,882	81,375,669
6270	Main Construction Contractor	1,168,904	12,163,871	17,061,000	32,862,433	12,352,254	75,608,462
6271	Environmental Clean-up	0	0	0	425,770	0	425,770
6272	Construction Management Fees	0	575,340	886,740	0	570,670	2,032,750
6273	Demolition	0	0	408,406	0	0	408,406
6274	Other Costs - Construction	1,320	246,220	583,180	418,821	330,758	1,580,299
6276	Interim Housing	0	0	1,118,494	0	0	1,118,494
6278	Labor Compliance Program	6,000	29,500	82,388	54,400	29,200	201,488
D	Construction Testing Costs	1,487	167,199	362,009	613,861	178,691	1,323,247
6280	Construction Tests	1,487	167,199	362,009	613,861	178,691	1,323,247
E	Construction Inspection Costs	0	0	355,750	79,960	0	435,710
6290	Construction Inspection	0	0	355,750	79,960	0	435,710
F	Furniture & Equipment Costs	310	168,019	953,109	988,766	226,971	2,337,175
4300	Supplies <\$500	0	(312,181)	18,316	(153,209)	35,356	(411,718)
4400	Equipment \$500-\$5000	310	480,200	934,793	1,141,975	191,615	2,748,893
G	Project Contingency	0	0	1,410,966	0	0	1,410,966
6999	Project Contingency	0	0	1,410,966	0	0	1,410,966
TOTAL EXPENDITURES		1,240,837	14,254,445	26,106,271	40,882,282	15,037,577	97,521,413
BALANCE REMAINING		(0)	0	0	(0)	(0)	(1)



Budget Status Summary Report

Account-Ability

Category - Item	Budget	Committed	Expended	Remaining	Variance
A - Site Costs	401,042	266,487	256,635	9,852	134,555
6110 Purchase Price of Property	0	0	0	0	0
6120 Appraisal Fees	0	0	0	0	0
6130 Escrow Costs	0	0	0	0	0
6140 Surveying Costs	150,919	175,939	173,512	2,427	(25,020)
6150 Site Support Costs	29,313	29,313	21,888	7,425	0
6171 Environmental Studies	33,209	33,209	33,209	0	0
6160 Other Costs - Site	187,601	28,026	28,026	0	159,575
B - Planning Costs	2,483,187	3,773,362	2,967,186	806,176	(1,290,174)
6210 Architect / Engineering Fees	1,774,489	3,082,122	2,276,202	805,921	(1,307,633)
6220 DSA Fees	408,870	425,749	425,494	255	(16,879)
6230 CDE Fees	34,312	0	0	0	34,312
6235 Energy Analysis	0	0	0	0	0
6240 Preliminary Tests	21,540	21,540	21,540	0	0
6250 Other Costs - Planning	243,976	243,950	243,950	0	26
C - Construction Costs	20,140,208	20,317,629	20,302,884	14,745	(177,421)
6270 Main Construction Contractor	17,061,000	17,424,756	17,424,846	(90)	(363,756)
6271 Environmental Clean-up	0	0	0	0	0
6272 Construction Management Fees	886,740	453,597	453,597	0	433,143
6273 Demolition	408,406	408,406	408,406	0	0
6274 Other Costs - Construction	583,180	867,806	853,566	14,240	(284,626)
6276 Interim Housing	1,118,494	1,163,064	1,162,469	595	(44,570)
6278 Labor Compliance Program	82,388	0	0	0	82,388
D - Construction Testing Costs	362,009	399,015	398,505	510	(37,006)
6280 Construction Tests	362,009	399,015	398,505	510	(37,006)
E - Construction Inspection Costs	355,750	0	0	0	355,750
6290 Construction Inspection	355,750	0	0	0	355,750
F - Furniture & Equipment Costs	953,109	6,762	6,762	0	946,347
4300 Supplies <\$500	18,316	6,762	6,762	0	11,554
4400 Equipment \$500-\$5000	934,793	0	0	0	934,793
6400 Capitalized Equipment >\$5000	0	0	0	0	0
G - Project Contingency	1,410,966	0	0	0	1,410,966
6999 Project Contingency	1,410,966	0	0	0	1,410,966
Totals	26,106,271	24,763,253	23,931,971	831,283	1,343,017

Budget Group	Budget	Committed	Expended	Remaining	Variance
Site Cost	401,042	266,487	256,635	9,852	134,555
Soft Cost	4,087,686	4,625,973	3,819,287	806,685	(538,287)
Hard Cost	20,206,577	19,870,794	19,856,049	14,745	335,783
Contingency	1,410,966	0	0	0	1,410,966
Total Cost	26,106,271	24,763,253	23,931,971	831,283	1,343,018
% Hard Cost	78.61%	81.12%	83.87%	1.80%	27.79%

BOARD AGENDA ITEM

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

Date of Meeting: **July 23, 2014**

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

Approval of the Quarterly Report on Williams Uniform Complaints (Vaca)

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 fourth quarter, no complaints were 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 as presented.

ADDITIONAL MATERIAL(S):

Quarterly Report on Williams Uniform Complaints, Fourth Quarter

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2013-14

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **July 2014 (4/1/14 to 6/30/14)**

Date for information to be reported publicly at governing board meeting: **July 23, 2014**

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.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: July 23, 2014

Closed Session: _____

A. Preliminary _____

B. Hearing: _____

C. Consent Agenda X

D. Action Items _____

E. Reports/Discussion Items (no action) _____

F. Board Policies 1st Reading _____ 2nd Reading _____

Title: Approval of New Job Description: Coordinator Behavior Specialist (Vaca)

EXECUTIVE SUMMARY:

Presented for your consideration is one job description. If approved, it will allow the Pupil Services Department to better serve the students, parents, teachers, principals, other support personnel, and community.

1. A new position is proposed for the Pupil Services Department. A *Coordinator Behavior Specialist* is needed to provide direct services, training, and consultation services to students, school staff and parents/guardians related to positive behavior support. This may include observing, collecting and analyzing data for Functional Behavioral Assessments (FBA) and Special Circumstance Paraeducator (SCP) Assessments, assisting with development of Comprehensive Behavior Intervention Plans (CBIP), and providing supportive interventions to teachers and/or students; and complying with Federal, State, County and District policies, regulations and/or procedures. At this time, there are 190 designated work days. The pay range is \$81,953 - \$98,146.

FISCAL IMPACT:

Position Title	Position Details
Coordinator Behavior Specialist	Bargaining Unit: OSSA Work Days: 190 Salary Range: \$81,953 - 98,146

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the new job description for Coordinator Behavior Specialist, as described.

ADDITIONAL MATERIAL(S):

Job Description, Coordinator Behavior Specialist

HUMAN RESOURCES & SUPPORT SERVICES

Title: COORDINATOR BEHAVIOR SPECIALIST

Bargaining Unit: Oxnard Supportive Services Association

Qualifications:

- Valid California Driver's License.
- Valid California Credential in General Education.
- Valid California Credential in Special Education or Pupil Personnel Services.
- Masters Degree in Psychology, Education, Educational Psychology, Social Work, Behavioral Health or related field.
- Board Certified Behavioral Analysis (BCBA) or currently enrolled in BCBA program.
- Must be certified or become certified by the Crisis Prevention Institute (CPI) in Non-Violent Crisis Intervention (NCPI).

Personal Qualities:

- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Effective collaboration skills and oral and written communication skills.
- Knowledge of IEP (Individual Educational Program) process and law.
- Ability to develop specific behavioral programs/plans for students.
- Knowledge of Applied Behavioral Analysis/ABA, Autism, Emotional Disturbance, Disruptive Behavior Disorders and other related disabilities, theories, and programs needed to fulfill the duties of the position.
- Ability to meet district standards for physical and mental health.
- Evidence of good moral character.
- Satisfactory recommendation from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
- Such alternatives to the above qualifications as the District may find appropriate and acceptable.

Reports to: Manager, Special Education

Supervises: Classified staff, as assigned.

Job Goals:

This individual shall provide direct services, training, and consultation services to students, school staff and parents/guardians related to positive behavior support, which may include observing, collecting and analyzing data for Functional Behavioral Assessments (FBA) and Special Circumstance Paraeducator (SCP) Assessments, assisting with development of Comprehensive Behavior Intervention Plans (CBIP), and providing supportive interventions to teachers and/or students; and complying with Federal, State, County, and District policies, regulations and/or procedures.

Performance Responsibilities:

The duties listed are typical, but not exclusive:

- Observes students and collaborates with teachers, site administrators, related service providers, instructional assistants, and related agencies as appropriate, to support the implementation of effective classroom management strategies and positive behavioral support that facilitate student independence.
- Conducts follow-up observations, consults and collaborates with staff to evaluate plan implementation/effectiveness.
- Demonstrates application of instructional strategies for classroom management and positive behavior support (ex. PECS, Social Stories, visual supports, reinforcement.)
- Works with special education staff in developing data collection systems and assists in and monitors data collection to ensure successful implementation of behavioral plans.

- Assists in the development of behavior plans and appropriate goals and benchmarks.
- Provides written reports and/or summaries of observations, data, and recommendations, as needed, to the school psychologist to support development of Psycho-educational reports, Special Circumstance Paraprofessional (SCP) assessment reports, and FBA's.
- Provides technical support in other areas, as requested and appropriate (IEP development, instructional material development, scheduling, overall classrooms management, and training of instructional assistants).
- Assists in developing procedures/training materials and providing training/in-services for district staff for the purpose of enhancing programs and services for students with challenging behaviors.
- Participates in a variety of meetings, workshops and committees for the purpose of conveying and/or gathering information required to perform functions and remaining knowledgeable with program guidelines.
- Read, interpret, apply and explain district policies and special education rules, regulations and procedures.
- Assists Manager of Special Education in monitoring use of paraprofessionals.
- Performs such other duties as assigned.

Term of Employment:

At this time, there are 190 designated work days, with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefits schedule will be found in District Policy.

Evaluation:

The evaluation and assessment of performance of the Coordinator Behavior Specialist will be conducted by the Manager, Special Education, or his/her designee in accordance with the provision of *Education Code*, Sections 44660-44665 and Oxnard School District Policy, and submitted to the Superintendent/designee for review.

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. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **July 23, 2014**

Closed Session:

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

Title: **Approval of New Job Description: Teacher, Music, K-8 (Vaca)**

EXECUTIVE SUMMARY:

Presented for your consideration is one job description. If approved, it will allow the Human Resources to hire qualified Music Teachers.

1. A job description is needed to post the position of Music Teacher on NeoGov, our online application provider. A music teacher is responsible for teaching music education to students, and assisting the staff at all schools in the improvement and appreciation of music instruction. In addition, the music teacher will also help students grow in their enjoyment, appreciation, and performance of music through a variety of planned musical experiences which include singing and playing of instruments. The teacher will also be responsible for performing other duties directly related to this job description. At this time, there are 183 designated work days. The pay range is \$43,588 - \$86,896.

FISCAL IMPACT:

Position Title	Position Details:
Teacher, Music, K-8	Bargaining Unit: Oxnard Educators Association (OEA) Work Days: 183 Salary Range: \$43,588 - \$86,896

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the job description for Teacher, Music, K-8 as described.

ADDITIONAL MATERIAL(S):

Job Description for: Teacher, Music, K-8

HUMAN RESOURCES & SUPPORT SERVICES

TITLE: Teacher, Music, K-8

QUALIFICATIONS:

1. A Bachelor's Degree
2. A Valid and appropriate California Teaching Credential
3. Possess the following personal qualities:
 - a. Ability to meet the district standards for physical and mental health
 - b. Evidence of good moral character
 - c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievements and job-related performance
4. Such alternatives to the above qualifications as the district may find appropriate and acceptable

REPORTS TO: Site Principal

JOB GOAL: Under the supervision of the Site Principal, is responsible for teaching music education to students, and assists the staff of the school in the improvement and appreciation of music instruction. Helps students grow in their enjoyment, appreciation, and performance of music through a variety of planned musical experiences which include singing and playing of instruments and performs other duties directly related to this job description.

GENERAL DUTIES AND RESPONSIBILITIES:

1. Create and deliver lesson plans that demonstrate knowledge of Common Core Standards and is able to integrate said standards into music instruction.
2. Teaches skills in music understanding/appreciation, harmony, explorations in music and choral music to students.
3. Plans/executes a balanced music program and organizes class time so that preparation, rehearsal and instruction can be accomplished within the allotted time.
4. Provides individual and small group instruction in order to adapt the music curriculum to the needs of each student.
5. Encourages students to develop individual musical skills to the greatest extent possible.
6. Utilizes repertoire of all types of music literature, including traditional and contemporary that are appropriate for the ages and skill levels of students.

7. Maintains care/responsibility for school-owned music, musical instruments and equipment to prevent loss or abuse. Makes minor adjustments and requests repairs to instruments as required.
8. Evaluates each student's musical growth, performance, and musical understanding. Assesses each individual's contribution to the performance of the group.
9. Utilizes technology as appropriate in the classroom.
10. Establishes and maintains standards of student behavior needed to achieve a positive learning environment in the classroom, conducive to student learning.
11. Collaborate with Special Education and other personnel to provide appropriate instructional programs and modifications for students.

ADDITIONAL DUTIES/RESPONSIBILITIES RELATED TO THIS ASSIGNMENT:

1. Selects appropriate music, books and instructional aids to enhance learning and requisitions musical instruments and instructional supplies as necessary.
2. Collaborates with Site Principal and staff in providing musical programs for school assemblies, open house, parent meetings and seasonal programs or any other pertinent performances.
3. Collaborates with colleagues to support and improve the instructional process at the school/district level.
4. Communicates with parents and school staff on individual student's progress.
5. Adhere to school and district timelines/guidelines and working hours.
6. Perform basic attendance accounting, inventory of student materials and other record keeping as required.
7. Participate in school and district level staff meetings and committees, as needed.
8. Supervises students in out-of-classroom activities (on campus and on field trips) during the assigned work day.
9. Participates in school and district plans to assure the safety of students.

TERMS OF EMPLOYMENT:

Salary, benefits, and work year as provided by contract between the Board of Trustees and the designated exclusive bargaining unit.

EVALUATION:

The evaluation and assessment of performance of certificated personnel in this position will be conducted by the principal, in accordance with the provisions of Education Code 44660-44665 and District 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. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Approved: July 23, 2014

BOARD AGENDA ITEM

Name of Contributor: Dr. Vaca

Date of Meeting: 07-23-14

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

Employment Contract Amendment: District Superintendent

DESCRIPTION:

This board item amends the “Term” of the existing employment contract to extend the contract for the District Superintendent renewal term beginning July 1, 2014 and ending June 30, 2017.

RECOMMENDATION:

It is the recommendation that the Board of Trustees approve the amendment to the employment contract for the District Superintendent.

ADDITIONAL MATERIAL(S):

- Third Amendment to Employment Agreement

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND CESAR MORALES, SUPERINTENDENT

This Third Amendment to the Employment Agreement (“Third Amendment”) is made and entered into this ___ day of July, 2014 between the Oxnard School District (“District”) and Dr. Cesar Morales, Superintendent, (“Superintendent”). This Third Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2013, as follows:

1. **TERM OF AGREEMENT:** The District hereby employs the Superintendent and the Superintendent agrees to be employed as the District’s Superintendent for a term commencing July 1, 2014 and ending June 30, 2017, subject to the terms and conditions set forth herein.

For the Board of Trustees:

By: _____
Ernest Morrison, Board President

Date of Acceptance: _____

Dr. Cesar Morales, Superintendent

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 7/23/14

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

Approval of State Preschool Parent Handbook for 2014-2015 (Kawaguchi/Driver)

Each year, the Oxnard School District State Preschool Program must review, update and print a Parent Handbook. The Parent Handbook describes the various components of the State Preschool program, and the specific state and district requirements. The handbook is distributed to parents during orientation and/or monthly parent meetings at the start of the school year and is periodically reviewed with parents throughout the school year.

The Parent Handbook covers the State Preschool Program for August 20, 2014 through June 18, 2015

FISCAL IMPACT:

None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent Educational Services and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve State Preschool Parent Handbook for 2014-2015.

ADDITIONAL MATERIAL:

Attached: State Preschool Parent Handbook for 2014-2015 (37 pages)

NOTES/NOTAS:



Oxnard School District

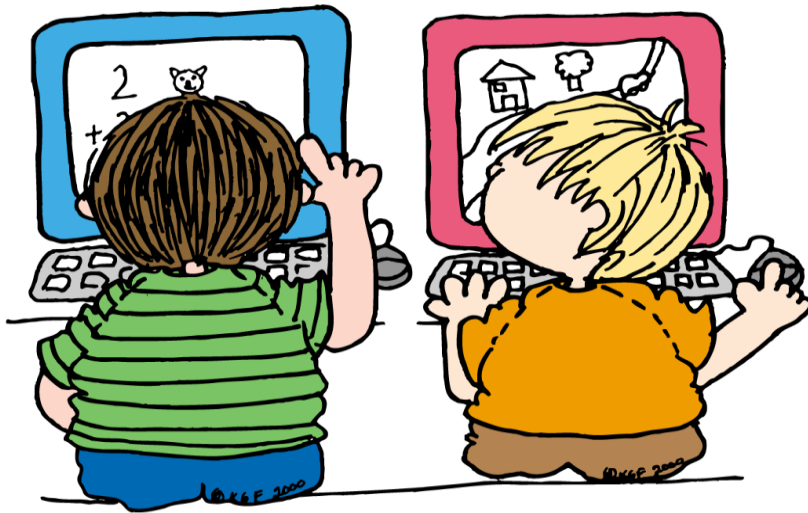
1051 South "A" Street • Oxnard, California 93030 • 805/385-1501

State Preschool Parent Handbook

Preescolar Estatal Manual para Padres

2014-2015

Published and Distributed by the Department of Educational Services:
CURRICULUM, INSTRUCTION, & ASSESSMENT
EARLY CHILDHOOD EDUCATION PROGRAMS



Health Requirements for students

Arrangements are made for parents to coordinate physical examinations, vision and hearing screening, and immunizations with local health clinics whenever possible.

Physical Examinations

A physical examination and evaluation, including age-appropriate immunizations, are required for each child prior to attendance in preschool. Each agency or district should determine the specific amount of time to be allowed for completion of such examinations. Local medical advisers and county health agencies should be consulted in establishing a reasonable time frame based on local circumstances. The physical examination should identify any special health problems or handicaps, which will require special attention or limit the child's activities.

Any child who is a Medi-Cal recipient may receive a Medi-Cal physical examination during the summer months prior to preschool enrollment. The county's Child Health Disability Prevention (CHDP) Agency will fund the physical examination after the child is enrolled in the State Preschool Program and it is the responsibility of the parent/guardian to keep the appointment.

Immunizations

Only children who have been immunized against diphtheria, whooping cough, poliomyelitis, Hepatitis B, tetanus, mumps, measles, and chicken pox may be admitted.

Health and Safety Information

At Oxnard School District, safety is one of our top priorities. Your children are precious to us and we have implemented policies to make sure our school is a safe and healthy environment. Your child will be monitored from the time you drop them off until the moment you pick them up.



Requisitos de la Salud de estudiantes

Se hacen arreglos necesarios para que padres coordinen los exámenes físicos, de la vista, de los oídos y las vacunas con las clínicas locales de salud.

Exámenes Físicos

Antes de que un niño pueda asistir en el programa preescolar, es necesario que se le haga un examen físico y una evaluación, incluyendo las vacunas apropiadas para su edad. Cada distrito debe determinar el tiempo específico que se permite para completar tales exámenes. Se debe consultar con los consejeros médicos locales y con las agencias de salud del condado para establecer un tiempo razonable basado en las circunstancias locales. El examen físico debe identificar cualquier problema especial de salud o cualquier discapacidad que pueda requerir atención especial o que pueda limitar las actividades del niño.

Cualquier niño que recibe servicios de *Medi-Cal* puede recibir un examen físico con el *Medi-Cal* durante los meses de verano antes de matricularse en el programa preescolar. La Agencia del Condado de Salud y Prevención de Impedimentos de Niños y Jóvenes (CHDP) debe pagar por el examen físico después que el niño se registre en el Programa Preescolar del Estado y es la responsabilidad de los padres o guardianes de asistir a la cita.

Vacunas

Solamente los niños que hayan sido vacunados contra la difteria, tos ferina, poliomielitis, Hepatitis B, tétano, paperas, sarampión, y viruela pueden ser admitidos.

Información sobre la Salud y la Seguridad

Para el Distrito Escolar de Oxnard, la seguridad es una de nuestras prioridades principales. Sus hijos son lo más precioso para nosotros y hemos implementado reglas para cerciorarnos de que nuestra escuela sea un ambiente seguro y saludable. A su hijo será monitoreado desde el momento en que Usted lo deje en la escuela hasta el momento en que Usted lo recoja.

General Safety Rules

This is a partial list of safety rules that we may ask parental help in enforcing and reinforcing with the children:

- Running is not allowed inside the facility. Running is for outside play on the grass areas only. Children should not play, chase, or run on the concrete portion of the play area.
- Children using the slide must do so feet first. Head first sliding is not allowed.
- Balls are the only object allowed to be thrown. Children may not throw sand, toys, blocks, etc.
- “Indoor voices” must be used indoors so that children can hear any instructions from teachers that may pertain to safety.

The Oxnard School District believes high expectations for student behavior, effective classroom management and parent involvement can minimize the need for discipline. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Students possessing, exhibiting or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy or administrative procedures.

Accidents, Injuries and Emergencies

We take precautions to provide a safe environment for your child. However, accidents do happen. Minor injuries will be taken care of at the preschool and an accident report will be sent home. In the event of a serious injury, parents will be notified immediately and action will be taken if necessary. **For this reason, it is extremely important that all of the information on your child’s emergency card is up-to-date at all times.** In a medical emergency, 911 will be called.

Classroom Volunteers

Parent volunteers must complete the *Volunteer Registration* form found in the preschool registration packet. Other immediate family member may volunteer in place of the parent only under these circumstances:

- If they are twenty-one (21) years old, and
- Have a tuberculosis clearance, and
- Have cleared fingerprints – this may take up to 6 weeks

When you volunteer you must come without other children. Due to licensing regulations, siblings and/or other children are not allowed to accompany volunteers. We apologize for any inconvenience this may cause and ask that you make other arrangements for the care of siblings/other children while you are volunteering. Please sign in at the school front office for a badge before proceeding to the preschool classroom.

All volunteers in preschool must have Tuberculosis clearance – see page 19 for specifics

Fire, Disaster & Lock Down Drills

The preschool will participate in the fire, disaster and lock down drills. Parents will be informed of all drills through the classroom teacher/daily notices.

Requisitos para Ingresar

Más niños pueden cumplir los requisitos de elegibilidad que puedan ser servidos por el distrito. En la determinación de cuales niños serán matriculados, se aplica la siguiente lista de prioridad:

1. Niños recibiendo Servicios de Protección o niños que están a riesgo de ser descuidados, abusados, o explotados
2. Niños de cuatro años de edad con los ingresos más bajos
3. Niños de tres años de edad con los ingresos más bajos
4. La familia es receptor de asistencia publica
5. Familia sin hogar

Las listas de clases se hacen en Julio antes del comienzo del nuevo año escolar. Las matrículas subsecuentes se toman de la *Lista de Espera*, con prioridad a los niños cuyas familias tengan los ingresos más bajos, sin importar la fecha en que completaron la aplicación. El Distrito Escolar de Oxnard mantiene una lista de espera para el propósito de matrícula de acuerdo del código de regulaciones de California, titulo 5, sección 18106.

Aviso de Acción/Petición del Padre para una Audiencia

Aprobación o negación de servicios se comunicará a los padres por medio de un documento por escrito llamado *Aviso de Acción*. El *Aviso de Acción* se mandará por correo dentro de 30 días de la fecha que los padres firmaron la aplicación.

Si los padres no están de acuerdo con la acción pueden pedir una audiencia dentro de 14 días que recibieron el *Aviso de Acción*. Al pedir una audiencia, tal acción se suspende hasta que se complete el proceso de la revisión.

Admissions Requirements

More children may meet the eligibility requirements than can be served by the District. In the determination of which children should be enrolled, the following priority applies:

1. Children receiving services from Child Protective Services or children at risk of being neglected, abused, or exploited
2. Four-year-olds with lowest income
3. Three-year-olds with lowest income
4. Family is a public assistance recipient
5. Homelessness

Class lists are formed in July, prior to the opening date of the new school year. Each subsequent participant is drawn from the *State Preschool Waiting List* with priority for the child whose family has the lowest income, regardless of date of application. The Oxnard School District maintains a waiting list for the purposes of enrollment into the program pursuant to California Code of Regulations, Title 5, Section 18106.

Notice of Action/Parent Request for Hearing

Approval and/or denial of preschool services shall be communicated to the applicant through a written statement referred to as a *Notice of Action*. The *Notice of Action* shall be mailed to parents within 30 calendar days from the date application was signed by parent.

If parent disagrees with an action, the parent may file a request for a hearing within fourteen calendar days of the date the *Notice of Action* was received. Upon filing a request for a hearing, the intended action shall be suspended until the review process has been completed.

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Reglas Generales Sobre Seguridad

Esta es una lista parcial de las reglas de seguridad para las cuales deseamos solicitar el apoyo de los padres con el fin de que se cumplan y refuercen con sus niños:

- No se permite correr dentro de las instalaciones. Se puede correr afuera sobre el pasto y únicamente en las áreas de corteza. Los niños no deben jugar, corretear o correr en el área pavimentada del patio de recreo.
- Los niños que se suban a la resbaladilla deben colocarse primero con las piernas hacia el frente. No se permite colocarse sobre la resbaladilla con la cabeza hacia el frente.
- El único objeto que se puede lanzar son las pelotas. Los niños no pueden arrojar arena, lanzar juguetes, bloques, etcétera.
- En el interior se debe emplear un “tono apropiado de voz” para que los niños puedan escuchar las instrucciones de los maestros relacionadas con la seguridad.

El distrito escolar de Oxnard cree que las altas expectativas del comportamiento de estudiantes, el manejo efectivo del salón y la involucración de padres puede reducir la necesidad de la disciplina. El personal usa métodos preventivos, resoluciones y técnicas positivas todas las veces que sea posible. Estudiantes que poseen, muestran, o amenazan a otros con una arma, instrumento peligroso o arma de imitación son sujetos a suspensión y/o expulsión de acuerdo a la ley, pólizas de la mesa directiva o procedimientos administrativos.

Accidentes, Lesiones y Emergencias

Tomamos las precauciones necesarias para proveerle a su hijo(a) un ambiente seguro. Sin embargo, los accidentes suceden. Las lesiones leves serán atendidas en el preescolar y se enviará a casa un resumen del accidente. En caso de que ocurra una lesión seria, se les notificará de inmediato a los padres y se efectuarán las medidas necesarias. **Por tal motivo, es absolutamente importante que toda la información detallada en la tarjeta de emergencia de su hijo(a) este actualizada en todo momento.** En caso de una emergencia médica, se contactará al 911.

Voluntarios en el Salón

Los padres que deseen ofrecerse de voluntarios deben completar la solicitud denominada Registro de Voluntario que se encuentra en el paquete de registración. Algún otro familiar puede ocupar el lugar del padre solamente bajo las siguientes circunstancias:

- Si son mayores de veintiún (21) años de edad, y
- Cuentan con una aprobación del examen de tuberculosis, y
- Proveen certificado de aclaración de huellas dactilares – esto puede tomar hasta 6 semanas

Cuando Usted se ofrezca como voluntario debe presentarse sin otros niños. Hermanos ni otros niños se permiten debido a las reglas. Disculpe cualquier inconveniencia que esto le cause y le solicitamos que realice lo necesario para que una persona cuide de sus niños mientras Usted participa en el salón. Por favor registrase en la oficina de la escuela para que reciba su identificación antes de proceder y entrar al salón preescolar.

Todo voluntario que participa en el salón preescolar debe tener Certificación de Tuberculosis librado – vea pagina 20

Simulacros de Incendio, Desastre y de Cierre de Emergencia

El preescolar participará en simulacros de incendio, desastre y cierre de emergencia. Se les avisará de todos los simulacros a través de la maestra/por escrito.

Exemptions

Neither a medical examination nor immunization is required for admission to a preschool program under of the following:

1. A child whose parent or guardian files a letter with the governing board of the preschool program stating that such medical examination or immunization for admission to the program is contrary to his or her religious beliefs.
2. A child with a medical problem, which, according to the statement of a physician, prohibits the required immunizations, temporarily or permanently. (However, whenever there is a good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the program until the director, or nurse of the preschool program is satisfied that no infectious disease exists.)

Tuberculosis Clearance Requirements

Both paid and volunteer personnel, including participating parents and classroom volunteers working in the classrooms, must have either a chest X-ray or a tuberculin test of intermediate strength, which is verified as negative. Documents verifying freedom from tuberculosis must be current (not to exceed four years), and records must be accessible for review by State personnel. When a tuberculin test result is positive, it should be followed immediately by further testing. Persons with positive tuberculin and X-ray results must be excluded from the classroom until they have been referred to a physician and negative test results have been verified by the physician. Tuberculosis tests can be done at local health clinics.

THOSE PARENTS WHO HAVE ANOTHER PERSON PARTICIPATING IN THEIR CHILD'S CLASSROOM MUST ALSO PROVIDE PROOF OF TUBERCULOSIS CLEARANCE AND FINGERTIP CLEARANCE FOR THAT PERSON.



Elegibilidad Para Los Servicios Preescolares

Conformidad a Requisitos

Los niños son matriculados según los requisitos legales del Programa Preescolar Estatal

Los requisitos para los programas preescolares son los siguientes:

Edad: Los niños deben cumplir cuatro años el o antes del 1 de septiembre. Se puede dar servicios a niños de 3 años después que todos los niños de 4 años reciban servicios.

Ingresos: Los ingresos de la familia deben ser iguales o más bajos al nivel máximo aprobado para el año en curso. Tome en cuenta las siguientes especificaciones:

- Los ingresos brutos mensuales de la familia son verificados con una declaración de ingresos, que acompaña el pago del empleador (talones de cheque).
- Las personas que trabajan por temporadas pueden calcular sus ingresos haciendo un promedio de los últimos doce meses por medio de documentación (talones de cheque).
- Cuando los ingresos de la familia son en efectivo en vez de por medio de cheque, estos ingresos se deben verificar por medio de una declaración escrita por parte del patrón. Sin embargo, si esto no es posible favor de comunicarse con la asistente de educación compensatoria.
- Se deben verificar los ingresos en bruto de las personas que tienen negocio propio (*income tax, reportes de negocio, carta de la fuente de ingresos*).



ELIGIBILITY FOR PRESCHOOL SERVICES

Pursuant Requirements

Children are enrolled based on the legal requirements of California State Preschool Program.

The requirements for preschool programs are:

- Age:** Children must be 4 years old on or before September 1st. 3-year olds can be served after all 4-year olds are served.
- Income:** Family income must be at or below the ceilings approved for the current year. Specific items that should be kept in mind:
- Gross monthly family income must be verified with a statement of earnings, which accompanies payment from the employer (pay stubs).
 - Seasonal workers may average their gross income over the previous twelve months via documentation (pay stubs).
 - Where income is received as cash, rather than by check, the amount is verified by a written statement from the employer. However, if this is not possible see Compensatory Education Assistant for further instruction.
 - Gross income must be verified for self-employed persons (*income tax, business reports/ledgers, letter from source of income*).



Excepciones

No se necesitan ni el examen médico ni el certificado de vacunas para ingresar en el programa preescolar bajo lo siguiente:

1. Un niño cuyos padres o guardianes presenten una carta ante la junta directiva del programa preescolar indicando que tales exámenes médicos o vacunas para la admisión al programa son contrarios a sus creencias religiosas.
2. Un niño con problemas médicos, los cuales de acuerdo a una declaración del doctor, prohíben temporal o permanentemente las vacunas requeridas (Sin embargo, cuando hay una buena causa para creer que un niño está padeciendo de una enfermedad infecciosa o contagiosa, el niño deber ser excluido temporalmente del programa hasta que el director, o la enfermera del programa preescolar esté satisfecha de que la enfermedad infecciosa o contagiosa ya no existe.)

Requisitos del Certificado de Tuberculosis Librado

Tanto el personal pagado como el personal voluntario, incluyendo a los padres que participando en los salones de clase, deben tener Rayos-X del pecho o un examen de tuberculina de fuerza intermedia con resultados negativos. Los documentos que verifiquen que no tienen tuberculosis deben ser recientes (que no excedan cuatro años) y los datos deben estar accesibles para ser revisados por el personal del estado. Cuando un examen de tuberculina resulte positivo, debe ser seguido por otros exámenes. Las personas que tengan resultados positivos en su examen de tuberculina y de Rayos-X deben ser excluidas del salón de clase hasta ser vistos por un doctor y que éste verifique que los resultados de su examen son negativos. Las pruebas de la tuberculosis se pueden hacer en las clínicas de salud locales.

LOS PADRES QUE TIENEN A OTRA PERSONA PARTICIPANDO EN EL SALÓN DE SU HIJO TAMBIÉN DEBEN PROVEER PRUEBA QUE ESA PERSONA NO TIENE TUBERCULOSIS Y QUE ESA PERSONA TIENE CERTIFICADO ACLARANDO SUS HUELLAS DACTILES.

Description of Preschool Program

Preschool programs covered by this handbook are part-day educational programs for four-year-old children typically from low-income families. At least one of the child's parents is expected to participate in the classroom activities. Health and safety matters are included in sections on health education, first aid and emergencies and nutrition.

Environment

The classroom environment invites children to discover, create, explore, experiment, observe, discuss, and share. It is designed to be age-appropriate for the students.

Children's Program

The curriculum the children experience is child-centered and reflects the program goals and objectives. Materials and activities are age and developmentally appropriate, meet the child's individual needs, interests and desires; and capitalizes on the child's strengths. The activities are open-ended providing for experimentation, problem solving and discussion between the children.

Site Personnel

Site personnel appreciate and value each child in their program. They are nurturing, compassionate people who are active listeners and care about each child. They appreciate, are sensitive to, accept and value the cultural, ethnic, and linguistic diversity of the children and hold each child's family in high regard.

Parent/Site Personnel Partnership

Site personnel and parents acknowledge their joint responsibility for the education of the children and work together to establish partnerships based on mutual trust and respect. Parents and teacher will work together on student conferences and parent workshops.

Administration

Administrators are knowledgeable about how children grow, develop and learn. They use this knowledge in designing, together with staff members, a developmentally appropriate children's program.

Dress Code

All children should come to school in clothes suitable for many activities and play. They should wear comfortable shoes, Tennis shoes are recommended. No flip flops or open toed sandals as they can be dangerous and are not suitable for school. Play clothes are more appropriate. **Children in the preschool program are not required to wear school uniforms.**

Diversidad Cultural/Igualdad de Géneros

VIVIMOS EN UNA SOCIEDAD DIVERSA – una sociedad que incluye diferentes culturas, creencias y características físicas y mentales.

ENSEÑARLE A SU HIJO ACERCA DE LA DIVERSIDAD puede ayudar a su niño a ser:

- imparcial
- justo
- respetuoso de los derechos y sentimientos de otros
- consiente de las semejanzas de otras personas -- y de las diferencias

SU NIÑO PUEDE ESTAR MEJOR PREPARADO para la supervivencia en un mundo que rápidamente va cambiando -- un mundo donde:

- Las personas de diferentes culturas, religiones y antecedentes aprenderán, trabajaran y vivirán juntos
- Las naciones estarán ligadas más cerca por medio de la tecnología de comunicación y del comercio

AUN LOS NIÑOS PEQUEÑOS PUEDEN NOTAR LAS DIFERENCIAS en géneros, el color de la piel, habilidades físicas, etc. -- y comienzan a formar sus opiniones.

El auto-estima saludable permite a los niños aceptar a otros. El sentirse orgulloso de uno mismo y de sus antecedentes no es lo mismo que sentirse superior a otros.



Cultural Diversity/Gender Equity

WE LIVE IN A DIVERSE SOCIETY – one that includes people of many races, cultures, beliefs and physical and mental characteristics.

TEACHING YOUR CHILD ABOUT DIVERSITY can help your child grow up to be:

- open-minded
- fair
- respectful of others' rights and feelings
- aware of people's similarities – and differences

YOUR CHILD WILL BE BETTER PREPARED for life in a rapidly changing world – a world in which:

- people of different cultures, backgrounds, and religions will learn, work and live together
- different nations will be more closely linked by communication technology and trade

EVEN YOUNG CHILDREN NOTICE DIFFERENCES in gender, skin color, physical abilities, etc. – and begin to form opinions.

Healthy self-esteem allows children to accept others. Feeling good about yourself and your background is not the same as feeling superior to others.



Descripción de los Programas Preescolares

Los programas preescolares que se describen en este folleto son programas educativos de medio día para niños de cuatro años de edad que típicamente provienen de familias de bajos ingresos. Por lo menos uno de los padres de cada niño debe participar en las actividades del salón de clases. Los asuntos de salud y seguridad están incluidos en las secciones acerca de la educación sobre la salud, primeros auxilios, emergencias, y nutrición.

Ambiente

El ambiente del salón invita a los niños a descubrir, crear, explorar, experimentar, observar, discutir y compartir. El ambiente está diseñado a ser apropiado para edad de los estudiantes.

Programa Para Los Niños

El plan de estudio que los niños experimentan está centrado en el niño y refleja las metas y objetivos del programa. Materiales y actividades son apropiados para el desarrollo y de esta edad; satisface las necesidades individuales de los niños, sus intereses y deseos y saca provecho de la capacidad de los niños. Las actividades proveen a los niños con experimentos, solución de problemas y discusiones entre los niños.

Personal de la Escuela

El personal de la escuela aprecia y valora a cada niño en el programa. Son personas compasivas que escuchan y se preocupan por cada niño. Las maestras aprecian y son sensibles a, aceptan y valorar la cultura, los grupos étnicos y la diversidad lingüística de los niños y sostiene a cada familia en alto respeto.

Asociación de Padres y Personal de la Escuela

El personal de la escuela y los padres reconocen su mutua responsabilidad por la educación de los niños y trabajan juntos para establecer una colaboración basada en la confianza y el respeto mutuo. Los padres junto con las maestras colaboran en las conferencias de los estudiantes y en los talleres para los padres.

Administración

Los administradores están bien instruidos acerca del crecimiento y el desarrollo de los niños y de cómo aprenden. Ellos usan esta sabiduría al diseñar, junto con otros miembros del personal, un programa apropiado para el desarrollo de los niños.

Código de Vestir

Todos los niños deben venir a la escuela con ropa adecuada para todo tipo de actividades incluyendo el juego. Deben usar zapatos cómodos, se recomiendan tenis. No se permiten las chancletas o las sandalias abiertas ya que éstas pueden ser peligrosas y no son aconsejables para usar en la escuela. La ropa para jugar es la más

apropiada. **No es un requisito que los niños usen uniformes escolares en el programa preescolar.**

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Schedule of Daily Activities Includes (but not to be limited to)

1. Verbal communication and the effective use of language in all experiences
2. Problem-solving skill development and concept formation
3. Creative expression and aesthetic appreciation
4. Experience building knowledge in all curriculum areas
5. Perceptual training to develop discriminatory skills
6. Development of a healthy self-concept
7. Experience building knowledge of various cultures
8. Peer interaction as well as interaction with adults
9. Large-group, small-group and individual experiences
10. Body movement for both large and fine motor development
11. Practice of good health and safety habits
12. Nutrition education as well as a healthy meal

Evaluation of Children's Progress

Several methods are available to members of the instructional staff to encourage the systematic observation of children's behavior and the preparation of cumulative progress records. Informal evaluation of each child's development should be a daily activity. A portfolio of individual student work will be maintained on all students. Individual progress and student portfolios are shared with parents during Parent/Teacher conferences.

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Filosofía

Los programas preescolares son establecidos para proveer un ambiente enriquecido que beneficie el desarrollo intelectual, físico, emocional, social y cultural de su niño. Estudios muestran que los programas preescolares de calidad reducen la necesidad de clases remediadores en los grados subsecuentes. Durante los años preescolares, los niños desarrollan características que afectan su habilidad de aprendizaje de toda su vida.

El objetivo doble de los programas preescolares de California es en los niños y sus padres. Reconocemos que la familia tiene la mayor influencia en las capacidades del aprendizaje de un niño. La participación de padres en las actividades del salón les da la oportunidad de observar la conducta de su propio niño en un establecimiento formal de aprendizaje y les permite reforzar el aprendizaje en el hogar. Además los padres se benefician con el apoyo de los maestros y de los otros padres cuando se reúnen durante las sesiones/juntas de educación para padres relacionadas con el desarrollo infantil.

Componentes del Programa

Ambiente

El ambiente que incluye características físicas y interpersonales, apoya las oportunidades de aprendizaje para los niños.

Programa para Niños

El plan de estudio es apropiado al desarrollo y edad de niños. Incluye aprendizaje activo y toma en cuenta la información adquirida por medio del un asesoramiento auténtico de cada niño.

Personal de la Escuela

El personal especializado, instruido, y afectuoso le facilitará la enseñanza a los niños.

Colaboración de Padres/Personal

Los padres y el personal de la escuela, trabajando juntos, producen resultados más efectivos para los niños.

Administración

Los administradores proveen dirección y apoyan la instrucción para asegurar un programa de alta calidad para los niños y sus familias.

Philosophy

Preschool programs are established for the provision of an enriched environment to benefit your child's intellectual, physical, emotional, social and cultural development. Increasingly, research shows that quality preschool programs reduce the need for remedial classes in subsequent grade levels. During their pre-kindergarten years, children develop characteristics which affect their lifelong ability to learn.

The dual focus of California's preschool programs is on children and parents. We acknowledge that the family has the most influence on a child's learning potential. The participation of parents in classroom activities provides for observation of their own child's behavior in a formal learning setting and allows for the reinforcement of learning at home. In addition, parents benefit from the support of the preschool teacher and other parents as they meet for parent education sessions/meetings relating to child development.

Program Components

Environment

The environment, which includes physical and interpersonal features, supports the children's opportunities for learning.

Children's Program

The curriculum is developmentally and age appropriate. It also involves active learning and takes into account information gained from an authentic assessment of each child.

Site Personnel

Trained, knowledgeable, and caring site personnel facilitate children's learning.

Parent/Site Personnel Partnership

Parents and site personnel, working together, produce more effective outcomes for children.

Administration

Administrators provide the leadership and support instruction to ensure a high-quality program for children and families.

Horario de Actividades Diarias Incluye (pero no limitarse a):

1. Comunicación verbal y el uso efectivo del lenguaje en todas las experiencias
2. Desarrollo de las habilidades para resolver problemas y formar conceptos
3. Expresión creativa y la apreciación estética
4. Experimentar el aumento del conocimiento en todas las áreas del currículum
5. Entrenamiento perceptivo para desarrollar habilidades discriminatorias
6. Desarrollar un concepto saludable de uno mismo
7. Experimentar el aumento del conocimiento de varias culturas
8. Interacción con sus compañeros así como con personas adultas
9. Experiencias en grupos grandes, grupos pequeños y las experiencias individuales
10. Movimientos para desarrollar las habilidades brutas y finas del cuerpo
11. Practicar los buenos hábitos de sanidad y seguridad
12. Educación acerca de la nutrición así como una comida saludable

Evaluación del Progreso de los Niños

Hay varios métodos disponibles a los miembros del personal educativo para la observación sistemática del comportamiento de los niños y para la preparación de informes cumulativos de sus adelantos. La evaluación informal del desarrollo de cada niño debe ser una actividad diaria. Se mantendrán portafolios del trabajo individual de todos los estudiantes. Adelantos individuales y portafolios del estudiante se comparten con padres durante las conferencias de padre y maestro.

Program Length

All programs will follow the School Calendar of the School District.

- ◆ No child may participate in more than one preschool class session per day.
- ◆ The Oxnard School District State Preschool Program provides class sessions of at least three hours per day. Home-to-school transportation time is not considered class time.
- ◆ Programs operate five days per week Monday through Friday.
- ◆ Children are enrolled for five days per week.
- ◆ Oxnard School District State Preschools operate a minimum of 175 days for at least three hours per day during the program year.

Cuotas Familiares

Cuotas familiares para programas preescolares de medio tiempo fueron anuladas.

De acuerdo a la Acta del Presupuesto de California (Proyecto del Senado 538), a partir del 1 de julio de 2014, familias matriculadas en programas preescolares estatales de medio día, no sera sujetas a cuotas familiares. El Distrito Escolar de Oxnard publico *Notificaciones de Accion* a familias afectadas, anulando la evaluacion de cuotas.

RITCHEN <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05	
SIERRA LINDA PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05	DRIFFILL PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05
ELM PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00	ELM NfL PRESCHOOL <u>Afternoon Schedule:</u> 11:05-2:05
MCKINNA PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05	ROSE AVENUE PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05
SAN MIGUEL PRESCHOOL <u>Morning Schedule:</u> 8:00-11:00 <u>Afternoon Schedule:</u> 11:05-2:05	

Family Fees

Family fees for half day State Preschool services have been repealed.

According to California Budget Act of 2014 (Senate Bill 858), effective July 1, 2014, families enrolled in a part-day California State Preschool Program will no longer be subject to a family fee. Notice of Action notifications were issued to affected families by Oxnard School District repealing the assessment of family fees.

Duración del Programa

Todos los programas seguirán el calendario tradicional del distrito escolar.

- ◆ Ningún niño puede participar en más de una sesión de clase preescolar por día.
- ◆ El Programa Preescolar del Distrito Escolar de Oxnard ofrece sesiones de clases de al menos tres horas por día. El tiempo que emplean viajando del hogar a la escuela no se considera tiempo de clase.
- ◆ Los programas están en operación cinco días por semana, de lunes a viernes.
- ◆ Los niños son matriculados por cinco días a la semana.
- ◆ El Programa Preescolar Estatal del Distrito Escolar de Oxnard funciona un mínimo de 175 días por tres horas cada día durante el programa anual.

PREESCOLAR RITCHEN <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05	
PREESCOLAR SIERRA LINDA <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05	PREESCOLAR DRIFFILL <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05
PREESCOLAR ELM <u>Horario de la Mañana:</u> 8:00-11:00	PREESCOLAR NFL ELM <u>Horario de la Tarde:</u> 11:05-2:05
PREESCOLAR MCKINNA <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05	PREESCOLAR ROSE AVENUE <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05
PREESCOLAR SAN MIGUEL <u>Horario de la Mañana:</u> 8:00-11:00 <u>Horario de la Tarde:</u> 11:05-2:05	

Nutrition

All preschools are required to include nutrition in their programs; the minimum requirement is a snack, which includes two basic food groups. Students in our program will be provided breakfast or lunch. Oxnard School Preschool programs must adhere to all regulations regarding food handling and preparation.

Mealtimes provide for adequate nutrition and opportunities for learning. During the times for snacks, opportunities are provided to:

1. Provide and build concepts in health, science, and mathematics.
2. Broaden taste, smell, and visual awareness.
3. Provide social interaction with adults and other children.
4. Enrich children's knowledge of food.
5. Establish a pleasant eating environment.

Enrollment and Attendance

Parents must sign-in and sign-out their child daily in the classroom on the enrollment sheet using their full signature. **Children will only be released to those authorized on the *Emergency Card* and are at least 18 years old.**

Parents MUST pick up their child on time. After three (3) written warnings, a termination notice may be issued.

All students are expected to be in attendance and on time daily. Parents must fill out and sign an absence slip when their child is absent from school. **Regular attendance plays a key role in student achievement. Unexcused absences should not exceed 3 days. It is the responsibility of the parent to contact the teacher when their child is absent from school or child may be dropped from the program.**

Excused Absences Include:

1. Illness/quarantine of child/parent
2. Family Emergency (Illness of sibling, funeral, WIC appointments, mother's pregnancy, immigration appointments, sudden unforeseen circumstances)
3. Court ordered visitations are unlimited (must bring court order)

SICK – If your child is ill, has a fever, vomiting, diarrhea or has had a fever in the last 24 hours, please keep him or her home.

Best Interest Days:

Best Interest days are 10 excused absences per year and is at the discretion of the parent.

Antecedentes

Esta sección contiene información relacionada a la historia del Programa Preescolar Estatal y la legislación que lo apoya. Las declaraciones que se presentan se basan sobre el amplio campo de la teoría del desarrollo infantil. Se dan breves descripciones sobre otros programas para niños de edad preescolar.

Historia

El Programa Preescolar Estatal fue establecido en 1965, cuando la legislatura de California pasó el Proyecto de Ley (AB) 1331, Capítulo 1248. La legislación autorizó en todo el Estado un sistema de programas preescolares diseñados para brindarles oportunidades educativas iguales a los niños de familias de bajos ingresos poniendo énfasis en la ayuda para los niños que tienen habilidades limitadas en el lenguaje inglés. El Acto del Desarrollo del Niño de California (AB 99, Capítulo 670) fue promulgado en 1972. Este acto autorizó varios programas de desarrollo infantil, incluyendo programas educativos de medio día para niños de edad preescolar (por ejemplo: El Programa Preescolar Estatal). La legislación más reciente que afectó a los programas preescolares fue el SB 863, Estatutos de 1980, el cual continúa el Programa Preescolar Estatal.

Autoridad Legal

El Superintendente de Instrucción Pública tiene la responsabilidad de aprobar y administrar los programas del desarrollo infantil, incluyendo el Programa Preescolar Estatal. Esta responsabilidad se lleva a cabo a través de la División de los Servicios del Desarrollo Infantil.

Las secciones 8235 y 54406 del Código de Educación de California se refieren a la operación de los programas Preescolares Compensatorios:

8235. El Superintendente de Instrucción Pública debe administrar todos los programas preescolares estatales. Estos deben de incluir, pero no limitarse a los programas de medio día y actividades preescolares apropiadas para niños de edad preescolar en el desarrollo educacional, servicios de salud, servicios sociales, servicios de alimentación, la educación y participación de los padres, evaluación y el desarrollo de personal. Los programas preescolares, para los cuales no hay devolución federal disponible, deben ser subsidiarios como lo ordena la legislatura en el Acto del Presupuesto, y a menos que sea especificada de otra manera por la legislatura, no deben de utilizarse fondos federales que hayan sido provistos a través del Título XX del Acto del Seguro Social.

54406. Todos los programas compensatorios preescolares manejados por distritos escolares, sin considerar el lugar de dónde proceden los fondos, deben estar sujetos a las regulaciones de la Mesa Directiva de Educación del Estado. La Mesa Directiva de Educación del Estado está autorizada a establecer medidas para todos los programas compensatorios preescolares.

Acoso Sexual/ Proceso Uniforme de Quejas

Información sobre el Acoso Sexual (*Pólizas 4119.11, 4219.11, 4319.11, y 5145.7*), el Proceso Uniforme de Quejas (*Póliza 1312.3*), y el Proceso Uniforme de Quejas Williams

(Póliza 1312.4) se puede encontrar en la página del Internet del Distrito en www.oxnardsd.org.

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Background

This section provides information related to the history of state preschool programs and the supporting legislation. Statements of philosophy presented are based upon the broad field of child development theory. Brief descriptions of other programs for preschool-age children are also given.

History

The State Preschool Program was established in 1965, when the California Legislature passed Assembly bill 1331, Chapter 1248. The legislation authorized a statewide system of preschool programs designed to provide equal educational opportunity for children of low-income families, emphasizing assistance to children whose English language skills are limited. California's Child Development Act (AB 99, Chapter 670) was enacted in 1972. This act authorized various child development programs, including part-day educational programs for pre-kindergarten age children (for example, the State Preschool Program). The most recent legislation affecting preschools was SB 863, Statutes of 1980, which continues the State Preschool Program.

Legal Authority

The Superintendent of Public Instruction has the responsibility for approval and administration of child development programs, including the State Preschool Program. This responsibility is carried out through the Division of Child Development.

California Education Code sections 8235 and 54406 relate to the operation of Compensatory Preschools:

8235. The Superintendent of Public Instruction shall administer all state preschool programs. They shall include, but not be limited to, part-day and preschool appropriate activities for pre-kindergarten children in educational development, health services, social services, nutritional services, parent education and parent participation, evaluation and staff development. Preschool programs for which federal reimbursement is not available shall be funded as prescribed by the Legislature in the budget Act, and unless otherwise specified by the Legislature, shall not utilize federal funds made available through Title XX of the Social Security Act.

54406. All compensatory preschool programs operated by school districts, regardless of source of funds, shall be subject to the regulations of the State Board of Education. The State Board of Education is authorized to establish standards for all compensatory preschool programs.

Sexual Harassment/Uniform Complaint Procedures

Sexual Harassment (*Board Policy 4119.11, 4219.11, 4319.11, and 5145.7*), Uniform Complaint Procedures (*Board Policy 1312.3*) and Williams Uniform Complaint Procedures (*Board Policy 1312.4*) can be found on the District's web page at www.oxnardsd.org.

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Nutrición

Todos los programas preescolares deben incluir la alimentación en sus programas; el requisito mínimo es un bocadillo el cual debe incluir dos grupos básicos de comida. Estudiantes en nuestro programa se le proveerán desayuno o almuerzo. Los programas preescolares deben adherirse a todas las leyes concernientes al manejo y la preparación de las comidas.

La hora de la comida proporciona alimentación adecuada y oportunidades de aprendizaje. Durante la hora del bocadillo, se proporcionan oportunidades para:

1. Proporcionar y construir experiencias de salud, ciencias y matemáticas.
2. Aumentar el conocimiento del sabor, el olfato y de la vista.
3. Proporcionar interacción social con los adultos y con otros niños.
4. Enriquecer el conocimiento de los niños acerca de las comidas.
5. Establecer un ambiente placentero para comer.

Matrícula y Asistencia

Los padres deben de ingresar las entradas y salidas de los niños, usando su firma completa. **Solo las personas autorizadas en la Tarjeta de Emergencia y mayores de 18 años pueden recoger a los niños.**

Los padres DEBEN recoger a sus niños a tiempo. Un aviso de terminación se puede emitir después de tres (3) advertencias por escrito.

Todos los estudiantes deben asistir a clases todos los días y llegar a tiempo. Cuando algún niño no se presente a clases, los padres deben mandar una nota explicando la razón de la ausencia. **La asistencia regular tiene una parte importante en los logros de los estudiantes. Las faltas sin excusa no deben sobrepasar 3 días. Es la responsabilidad de los padres de comunicarse con la maestra si el niño no asiste a clase o de lo contrario el niño puede ser rebajado del programa.**

Días Justificadas de No Asistencia

1. Enfermedad/Cuarentena del niño o niña/padre o madre
2. Emergencia familiar (enfermedad de hermanos, funeral, citas con el WIC, embarazo de la madre, citas de inmigración, circunstancias imprevistas repentinas)
3. Visitas ordenadas por la corte son sin límite (debe traer la orden de la corte)

ENFERMEDAD - Si su niño o niña ha estado enfermo, tiene calentura, vomito, o tuvo calentura en las últimas 24 horas, por favor que se quede en casa.

Días de Mejor Interés

Días de Mejo Interés son 10 ausencias permitidas por año para el beneficio del niño y son a la discreción del padre o madre.

Enrollment & Attendance (Continued)

Unexcused absences (in excess of 10 “Best Interest Days” include:

1. Oversleeping
2. No transportation
3. Rain
4. Personal

Medication

Teachers cannot administer medication to children. Parents are to make arrangements with school office personnel to give medication to children during class hours.

Parents will be provided with packets to purchase medical insurance for their children if they wish to do so.

Field Trips

Field trips in the preschool program are a privilege and are not a mandated activity. Parent participation is encouraged on these special events. Like in the classroom, no siblings are allowed on field trips.

If a parent is not able to accompany their child, they may have another adult accompany child. This other adult must meet the volunteer requirements on pages 17 and 19.



Personal Preescolar

<p>Preescolar Ritchen 2200 Cabrillo Way 385-1572</p>	<p>Director - pendiente Flora Zuniga, Maestra de la Mañana Alejandra Pamatz, Maestra de la Tarde</p>
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<p>Preescolar Sierra Linda 2201 Jasmine Street 385-1581</p>	<p>Sally Wennes, Directora Teresa Cerball, Maestra de la Mañana Maestra de la Tarde - pendiente</p>
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<p>Preescolar Drifill 910 South E Street 385-1530</p>	<p>Carol Flores-Beck, Directora Georgina Basaldua, Maestra de la Mañana Veronica Vanegas - Maestra de la Tarde</p>
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<p>Preescolar Elm 450 East Elm Street 385-1533</p>	<p>Leticia Ramos, Directora Sonia Sepulveda, Maestra de la Mañana Ariana Palomar, Maestra de la Tarde</p>
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<p>Preescolar McKinna 1611 South J Street 385-1563</p>	<p>Anne Jenks, Directora AnaLilia Vasquez, Maestra de la Mañana Maestra de la Tarde - pendiente</p>
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<p>Preescolar Rose Avenue 220 South Driskill Street 385-1575</p>	<p>Shannon Coletti, Directora Maria Gastelum, Maestra de la Mañana Soei Duran, Maestra de la Tarde</p>
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<p>Preescolar San Miguel 2400 South J Street 385-1578</p>	<p>Christine McDaniels, Directora Beatriz Chavez, Maestra de la Mañana Teresita Kubilos, Maestra de la Tarde</p>
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Preschool Staff

Ritchen Preschool 2200 Cabrillo Way 385-1572	Principal - pending Flora Zuniga, AM Preschool Teacher Alejandra Pamatz - PM Preschool
Sierra Linda Preschool 2201 Jasmine Street 385-1581	Sally Wennes, Principal Teresa Cerball, AM Preschool Teacher PM Preschool Teacher - pending
Driffill Preschool 910 South E Street 385-1530	Carol Flores-Beck, Principal Georgina Basaldua, AM Preschool Teacher Veronica Vanegas, PM Preschool
Elm Preschool 450 East Elm Street 385-1533	Leticia Ramos, Principal Sonia Sepulveda, AM Preschool Teacher Ariana Palomar, PM Preschool Teacher
McKinna Preschool 1611 South J Street 385-1563	Anne Jenks, Principal AnaLilia Vasquez, AM Preschool Teacher PM Preschool Teacher - pending
Rose Avenue Preschool 220 S. Driskill Street 385-1575	Shannon Coletti, Principal Maria Gastelum, AM Preschool Teacher Soei Duran, PM Preschool Teacher
San Miguel Preschool 2400 South J Street 385-1578	Christine McDaniels, Principal Beatriz Chavez, AM Preschool Teacher Teresita Kubilos, PM Preschool Teacher

Matricula y Asistencia (continúa)

Faltas Sin Excusa (en exceso de 10 días de “Mejor Interés”) Incluyen:

1. Se quedo dormido
2. Sin transportación
3. Lluvia
4. Personal

Medicamentos

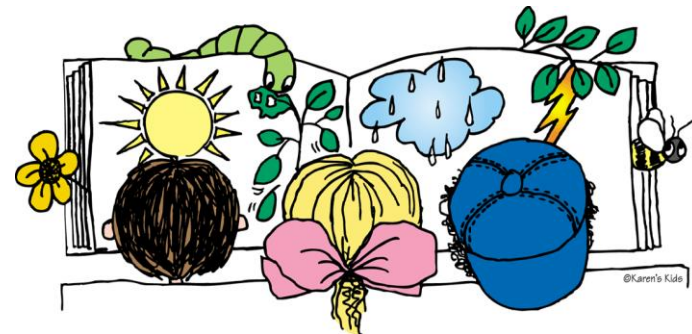
Las maestras no pueden administrar medicamentos a los niños. Los padres deben hacer arreglos con el personal de la oficina escolar para darles medicamentos a los niños durante las horas de clase.

Al comienzo del año escolar, los padres, madres o guardianes recibirán información sobre como obtener seguro médico para sus hijos si lo desean.

Paseos Escolares

Paseos escolares del programa preescolar son un privilegio y no son un mandato. Se anima la participación de padres durante estos eventos. Como en el caso de la participación en el salón, no se permite hermanos en los paseos.

Si los padres no pueden acompañar a su niño pueden mandar a otro adulto en su lugar. Este adulto debe satisfacer los reglamentos de voluntarios que sen encuentran el las paginas 17 y 19.



Parent Involvement in Preschool Programs

Parents are involved in preschool programs through parent-teacher conferences, classroom participation, parent education workshops, and various other kinds of parent meetings. Coordination of school and community efforts, including close communication, further strengthens the services available to parents.

Parent-Teacher Conferences

The parent-teacher conferences are part of home-school relationships. An important purpose of these conferences is to include parents in the shared responsibility for the education of their children. Regular conferences among all adults providing instruction are scheduled to share the goals of the program, observations of individual child behavior, as well as the individual progress of each child. These conferences are held twice per year.

Parents in the Preschool Classroom

Parents Are Expected to Participate Two (2) Days Each Month in Their Child's Classroom.

Evaluation studies indicate that children whose parents become involved in their education **make substantially greater gains** than do children whose parents do not participate. Parents are expected to participate regularly in the program and to attend parent meetings. Cooperative parent arrangements for care of younger children in the family and organized car pools will facilitate parent involvement and participation.

Children who are not enrolled in the program may NOT come with the parent.

Other family members may volunteer in place of the parent IF they are at least 21 years old and have a tuberculosis and fingertip clearance. When parents come to the preschool, their participation may range from observation to assigned tasks such as preparing materials and yard activities depending on the program needs and the interest of the individual parent. Parents are also expected to attend all parent meetings and workshops scheduled throughout the school year.

Cell phone use **is not permitted** during volunteer hours.

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This publication was funded in whole with funds from the California State Department of Education, but the author is solely responsible for the contents.

Participación de Los Padres en los Programas Preescolares

Los padres se involucran en los programas preescolares a través de conferencias entre los padres y las maestras, participación en el salón de clases, talleres de educación para los padres, y en otras juntas de padres. La coordinación y los esfuerzos de la escuela y la comunidad incluyendo la estrecha comunicación refuerzan aún más los servicios disponibles a los padres.

Conferencias Entre Padres y Maestras

Las conferencias entre los padres y las maestras forman parte de la relación entre el hogar y la escuela. Un propósito importante de estas conferencias es de incluir a los padres en la responsabilidad de la educación de sus hijos. Conferencias regulares entre los adultos que proveen instrucción son programadas para compartir tanto las metas del programa como el adelanto individual de cada niño y las observaciones acerca del comportamiento de cada niño. Estas conferencias ocurren dos veces por año.

Los Padres en el Salón Preescolar

Se Espera que los Padres Participen (2) Días Cada Mes En El Salón De Clases.

Los estudios de evaluación indican que los niños cuyos padres participan en su educación **progresan más** que los niños cuyos padres no participan. Se espera que los padres participen regularmente en el programa y que asistan a las juntas de padres. Los padres pueden hacer arreglos de cooperación mutua para cuidar a los niños más pequeños en la familia y se puede hacer un arreglo entre los dueños de automóviles para turnarse en el transporte ya que esto facilitaría la participación de los padres.

Los niños que no están matriculados en el programa preescolar NO pueden venir con los padres.

Otros miembros de la familia pueden servir como voluntarios en vez de los padres SOLO si tienen por lo menos 21 años de edad y tienen prueba de que son libres de tuberculosis y tienen sus huellas digitales libradas. Cuando los padres vienen al salón preescolar su participación puede ser de observar hasta hacer algo que les hayan asignado tal como preparar materiales o actividades de recreo según las necesidades del programa y los intereses particulares de los padres.

No se permite el uso de teléfonos celulares mientras su estancia del salón.

Parent Education program

Regular parent education meetings are planned cooperatively with parents and are held at least eight times a year, the meetings:

1. Include topics suggested by the parents
2. Include discussions related to the preschool program goals
3. Are designed to give parents a better understanding of child growth and development
4. Provide parents with information related to parenting skills
5. Provide emotional support through interaction with a peer group

Parents may identify mutual special interests aside from the matters of child rearing and education. Whenever possible, staff members encourage and even assist in planning classes according to the expressed needs of the group, such as nutrition and meal planning, dealing with tragedies, domestic violence prevention or on topics or needs expressed by parents.



Bienvenidos

Deseamos darles la bienvenida a usted y su familia al Programa Preescolar Estatal. Tenemos un programa único y esperamos que ésta sea una amistad próspera. Nuestro personal siempre está dispuesto a trabajar en cooperación con los padres. Si tiene alguna preocupación, deje que le ayudemos.

Este manual ha sido desarrollado para contestar algunas preguntas que ustedes puedan tener acerca de nuestras pólizas y programa. Por favor dediquen unos momentos a la lectura de este manual y manténgalo en un lugar conveniente para rápidamente poderlo usar. Si en cualquier momento tienen alguna pregunta, preocupación o sugerencia por favor no duden en compartirlas con nosotros.

Requisitos No Sectarios y No Discriminatorios

Todos los programas educativos preescolares establecidos de acuerdo con estas guías deben estar disponibles para cualquier niño que sea elegible sin tomar en consideración el sexo, orientación sexual, género, identificación de grupo étnico, raza, linaje, origen nacional, religión, color, discapacidad mental o física.

Ningún programa educativo preescolar puede incluir la devoción o la instrucción religiosa ni se pueden usar fondos para el apoyo general de cualquier sistema escolar privado o relacionado con la iglesia.



Welcome

We wish to welcome your family to our State Preschool Program. We have a unique program and we are looking forward to a rewarding friendship. Our staff is always pleased to work in cooperation with parents. If you have a concern, let us help you work it through.

This handbook has been developed to answer some of the questions you may have concerning our policies and program. Please take the time to read this handbook and keep it in a convenient place for quick reference. If at any time you have any questions, concerns, or suggestions, please feel free to share them with us.

Non-Discrimination and Non-Sectarian Requirements

A preschool educational program established in accordance with these guidelines shall be available to any child who is eligible, without regard to sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability.

No preschool educational program may include religious worship or instruction, nor may any funds be used for the general support of any private or church-related school system.

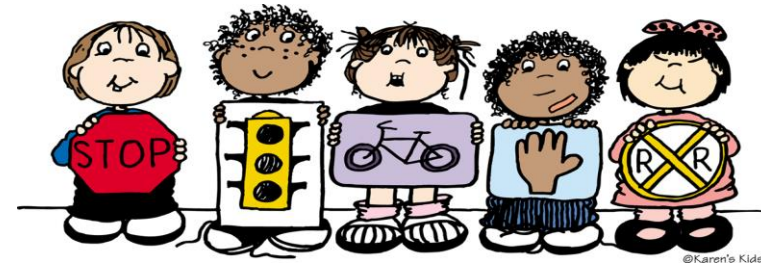


Programa de Educación para Los Padres

Por lo menos ocho veces al año se mantienen juntas regulares de educación de padres, planificadas cooperativamente con padres, las juntas:

1. Incluyen temas sugeridos por los padres
2. Incluyen discusiones relacionadas a los propósitos del programa preescolar
3. Son diseñadas para dar a los padres un mejor entendimiento del crecimiento y desarrollo infantil
4. Proporcionan a los padres con información relacionada con la habilidad de ser padres
5. Proporcionan apoyo emocional por medio de la interacción con los compañeros del grupo

Los padres pueden encontrar intereses mutuos aparte de las temas de criar y educar a los niños. Cada vez que sea posible, los miembros del personal animan y asisten en el planeamiento de clases de acuerdo a las necesidades que el grupo exprese tales como nutrición y planificación de comidas, discusiones sobre tragedias, la prevención de la violencia domestica o cualquier tema o necesidad expresada por los padres.



Parent Advisory Committees

Parent Advisory Committee is made up of parents and staff. The meetings are held every trimester. The purpose of the Parent Advisory Committee is to guarantee the effective and significant participation of parents with participating children, support the collaboration between school and home, advise the district on issues related to services to families and children, empower the role of parents as active participants in the education of their children and to advocate their own educational needs.

Communication with Schools and Community

The preschool program for children and parents is a part of the total education effort of the community. As such, it is important for the preschool staff to be aware of how their program relates to the kindergarten, primary, and upper grades. Communication is established between preschool and the elementary schools which will be receiving the preschool program children in subsequent years. Activities are planned throughout the school year to ensure articulation between programs. Some of these activities might be cross-visitations by the preschool and kindergarten teaching staff, participation of preschoolers in the elementary school holiday festivals, and orientation sessions for parents held by kindergarten and preschool staff as a joint effort.

Equally important is the need to promote a better understanding throughout the community of the goals, objectives, and activities of the preschool program. Such information should be readily available to community members. The agency or district must provide information to parents to enable them to make maximum use of community services and resources.

Thank you for choosing Oxnard School District State Preschool as the early education program for your child and family!



BOARD OF TRUSTEES/ Mesa Directiva

Mr. Ernie Morrison	<i>President</i>
Mrs. Veronica Robles-Solis	<i>Clerk</i>
Mr. Denis O'Leary	<i>Member</i>
Mr. Albert Duff Sr	<i>Member</i>
Mrs. Ana Del Rio-Barba	<i>Member</i>

DISTRICT STAFF / Personal Del Distrito

Dr. Cesar Morales, *Superintendent*

Catherine Kawaguchi, *Assistant Superintendent Educational Services*

Ronit Driver, *Director of Curriculum, Instruction, and Assessment*

Noemi Valdes, *Director of Early Childhood Education Programs*

Erica Murillo De Jeronimo, *Compensatory Education Assistant*

STATE PRESCHOOLS / Preescolares Estatales

Ritchen

To be determined
Principal/Directora

Sierra Linda

Sally Wennes
Principal/Directora

Driffill

Carol Flores-Beck
Principal/Directora

Elm

Leticia Ramos
Principal/Directora

McKinna

Anne Jenks
Principal/Directora

Rose Avenue

Shannon Coletti
Principal/Directora

San Miguel

Christine McDaniels
Principal/Directora

Comité Consejero de padres

El Comité Consejero esta hecho de padres y personal. Las juntas se llevan acabo cada cuarto de año. El propósito del Comité Consejero es de garantizar la participación efectiva y significativa de todos los padres de los niños participantes, apoyar la colaboración entre la escuela y el hogar, asesorar el distrito sobre cuestiones relacionadas con servicios a las familias y los niños, potenciar el papel de los padres en apoyar la educación de sus hijos y la promoción de sus propias necesidades educativas.

Comunicación con las Escuelas y la Comunidad

El programa preescolar para los niños y los padres forma parte del esfuerzo educativo de la comunidad. Como tal, es importante para el personal preescolar estar al tanto de la forma en que el programa se relaciona con el kindergarten y con los grados de primaria y secundaria. El personal preescolar debe establecer comunicación con las escuelas que reciben a los estudiantes del programa preescolar en años subsecuentes. Se planean actividades durante el año escolar para garantizar articulación entre programas. Algunas de estas actividades podrían ser el intercambio de visitas entre el personal docente del preescolar y el kindergarten, la participación de los niños preescolares en las festividades escolares de las escuelas elementales y sesiones de orientación para los padres realizadas por el personal del kindergarten y del preescolar en un esfuerzo conjunto.

Igualmente importante es la necesidad de promover una mejor comprensión a través de la comunidad acerca de las metas los objetivos y actividades del programa preescolar. Tal información debe estar disponible para los miembros de la comunidad. La agencia o el distrito deben proporcionar a los padres la información que les permita hacer uso máximo de los servicios y refuerzos en la comunidad.

¡Gracias por elegir el Preescolar Estatal del Distrito Escolar de Oxnard como el programa de aprendizaje temprano para su estudiante y familia!

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** July 23, 2014

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____ **X** _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

an eight hour, 183 day, Speech Language Pathology Assistant Bilingual, position number 6343, to be established in the Pupil Services department. This position will be established to provide additional support needed due to increasing enrollment.

a four hour, 183 day, Preschool Teacher Bilingual, position number 6336, to be established at Sierra Linda school. This position will be established due to the increase in funding.

a four hour, 183 day, Preschool Teacher Bilingual, position number 6337, to be established at McKinna school. This position will be established due to the increase in funding.

a three hour, 183 day, Preschool Assistant Bilingual, position number 6358, to be established at Sierra Linda school. This position will be established due to the increase in funding.

a three hour, 183 day, Preschool Assistant Bilingual, position number 6359, to be established at Sierra Linda school. This position will be established due to the increase in funding.

a three hour, 183 day, Preschool Assistant Bilingual, position number 6360, to be established at McKinna school. This position will be established due to the increase in funding.

a three hour, 183 day, Preschool Assistant Bilingual, position number 6361, to be established at McKinna school. This position will be established due to the increase in funding.

an eight hour, 180 day, NfL Family Liaison Bilingual, position number 6405, to be established in the Neighborhoods for Learning department. This position will be established to assist with family strengthening and early learning services funded by First 5.

FISCAL IMPACT:

Cost for Speech Language Pathology Assistant-\$56,760 Special Ed

Cost for Preschool Teachers-\$48,071 Child Development

Cost for Preschool Assistant-\$47,516 Child Development

Cost for NfL Family Liaison-\$42,032 NfL

RECOMMENDATION:

Approve the establishment of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** July 23, 2014

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

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

- Classified Personnel Actions
- Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District

New Hires

Nahal Ameri	School Psychologist, Pupil Services	August 6, 2014
Sheri Anderson	Teacher, 3 SEI, Elm	August 18, 2014
Katherine Bonfilio	Teacher, SDC Mod/Sev 2/3, McAuliffe	August 18, 2014
Kimberly Dapron	Speech/Language Specialist, Pupil Services	August 18, 2014
Amber Franco	Teacher,	August 18, 2014
James Kehr	School Psychologist, Pupil Services	August 6, 2014
Salvador Narez	Teacher, Social Science	August 18, 2014
Angelique Pagliano	School Psychologist, Pupil Services	August 6, 2014
Mario Torres	Teacher, Resource Specialist, Kamala	August 18, 2014

Temporary Contract Expiring

The following temporary certificated employees' contracts will expire effective the end of the 2013/2014 school year (June 20, 2014),

Arrozal, Carl	Godinez, Francisco III	Narez, Salvador
Avalos, Elio	Hammond, Kendra	Newman, Julianne
Coles, Alayne	Lane, Samantha	Selle, Susan
Gamboa, Adam	Menchaca, Laura	

Leave of Absence

Jennifer Hiji-Madrid	Teacher, Lemonwood, Kindergarten	August 1, 2014 – August 1, 2015
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Resignation

Rachel Mc Clanahan	School Nurse Coordinator, ESC	June 30, 2014
Rachel Thornton	Teacher, Gr 4/5 SEI/ELM, Soria	June 20, 2014

July 23, 2014

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

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

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

<u>Name</u>	<u>Subject</u>
Michael Castella	Science / Frank
Cynthia Fimbres	Math / Frank
Kimberly Haley	Survey (Art) / Frank
Michael Hunt	Math / Frank
Mark Urwick	English Language Arts

Education Code 44258.2 allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

<u>Name</u>	<u>Subject</u>
Suzanne Dempsey	Survey (Art) / Haydock

CLASSIFIED PERSONNEL ACTIONS

July 23, 2014

New Hire

Bernal, Ramses	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	7/1/2014
Johnson, Karina	Office Assistant III (B), Position #2784 Ed. Services 8.0 hrs./246 days	6/19/2014
Mojica, Sylvia	Office Assistant II (B), Position #5998 Pupil Services 5.0 hrs./246 days	6/20/2014

Limited Term

Flores, Gloria	Paraeducator	6/17/2014
Lara, Kristhian	Paraeducator	6/20/2014
Limon, Giselle	Paraeducator	6/20/2014
Vazquez, Brenda	Paraeducator	6/17/2014

Exempt

Barnack, Harry	Campus Assistant	7/2/2014
Renteria, Ana	Campus Assistant	7/2/2014

Promotion

Chavez, Efren	Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	7/14/2014
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Transfer

Hernandez, Arcelia	Paraeducator II (B), Position #6173 Pupil Services-Harrington 5.75 hrs./183 days Instructional Assistant SDC (B), Position #2201 Harrington 5.0 hrs./183 days	7/8/2014
Herrera, Adriana	Paraeducator II (B), Position #6177 Pupil Services-Marina West 5.75 hrs./183 days Paraeducator II (B), Position #2193 Sierra Linda 5.75 hrs./183 days	7/22/2014
Rosales, Mireya	School Office Manager (B), Position #2128 Curren 8.0 hrs./215 days School Office Manager (B), Position #1824 Ramona 8.0 hrs./215 days	7/31/2014

Increase in Hours

Centeno, Monica	Library Media Technician, Position #2516 Chavez 8.0 hrs./192 days Library Media Technician, Position #2516 Chavez 5.0 hrs./192 days	8/11/2014
Contreras-Moss, Yolanda	Library Media Technician, Position #2520 Kamala 8.0 hrs./192 days Library Media Technician, Position #2520 Kamala 5.0 hrs./192 days	8/11/2014
Hartman, Christina	Library Media Technician, Position #2526 Soria 8.0 hrs./192 days Library Media Technician, Position #2526 Soria 7.0 hrs./192 days	8/11/2014
Moreno, Stephanie	Library Media Technician, Position #2237 Fremont 8.0 hrs./192 days Library Media Technician, Position #2237 Fremont 7.0 hrs./192 days	8/11/2014

Morones, Maria I.	Office Assistant II (B), Position #2005 Chavez 8.0 hrs./203 days	8/1/2014
Tapia, Roberta	Office Assistant II (B), Position #2005 Chavez 6.0 hrs./203 days Library Media Technician, Position #2518 Driffill 8.0 hrs./192 days Library Media Technician, Position #2518 Driffill 5.0 hrs./192 days	8/11/2014
<u>Increase in Days</u>		
Martinez, Susan	School Office Manager (B), Position #2134 Kamala 8.0 hrs./215 days	7/31/2014
Rabago, Rosie	School Office Manager (B), Position #2134 Kamala 8.0 hrs./210 days School Office Manager (B), Position #1150 Driffill 8.0 hrs./215 days	7/31/2014
Robles, Yulianna	School Office Manager (B), Position #1150 Driffill 8.0 hrs./210 days School Office Manager (B), Position #1817 Chavez 8.0 hrs./215 days School Office Manager (B), Position #1817 Chavez 8.0 hrs./210 days	7/31/2014
<u>Add Bilingual Stipend</u>		
Guapo, Sylvia	Paraeducator II, Position #2113 Pupil Services 5.5 hrs./183 days	5/1/2014
<u>In Lieu of Layoff</u>		
Alvarez Vega, Alma	Preschool Assistant (B), Position #2582 Ed. Services-San Miguel 3.0 hrs./183 days	6/23/2014
Vanegas, Veronica	Preschool Assistant (B), Position #2942 Ed. Services-Curren 3.0 hrs./183 days Preschool Teacher (B), Position #1110 Ed. Services-Driffill 4.0 hrs./183 days Preschool Teacher (B), Position #2938 Ed. Services-Curren 4.0 hrs./183 days	6/23/2014
<u>Layoff</u>		
Born, Cecilia	Preschool Assistant (B), Position #2660 Ed. Services-Driffill 3.0 hrs./183 days	7/15/2014
<u>Leave of Absence</u>		
Alcala, Carolina	Paraeducator II (B), Position #2699 Frank 5.75 hrs./183 days	8/18/2014-8/17/2015
Duran, Smith	Preschool Teacher (B), Position #1496 Rose Ave. 4.0 hrs./183 days	6/19/2014-8/18/2015
<u>Resignation</u>		
Sodemann, Kyle	Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	6/25/2014
Waller, Carl	Help Desk Technician, Position #2899 Information Technology 8.0 hrs./246 days	7/1/2014
<u>Retirement</u>		
Duran, Maria	Paraeducator I (B), Position #1450 Chavez 3.0 hrs./183 days	6/20/2014
Zarate, Socorro	Instructional Assistant SH, Position #1881 Brekke 6.0 hrs./183 days	9/17/2014

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 07/23/14

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

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio School District, attended the intermediate school graduations at Oxnard School District on June 18, 2014.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$130.92.

Education Code Section 44987.3 (d) stipulates “*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

FISCAL IMPACT

Reimbursement is requested in the amount of \$130.92 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 07-23-14

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

Approval of Agreement #14-11 with All Languages Interpreting and Translating

DESCRIPTION:

The District is in its second year of outsourcing the work of providing simultaneous translation services for the board meetings in Spanish. All Languages Interpreting and Translating will have provided simultaneous translating services for the regular board meetings of September 5, 2012 through June 24, 2014, for an estimated annual cost of \$10,080.00 which was paid with General Funds.

Agreement # 14-11 with All Languages Interpreting and Translating to provide simultaneous translation (English/Spanish) at Board Meetings scheduled beginning July 23, 2014 through June 30, 2015.

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the District Superintendent that the Board of Trustees approve Agreement #14-11 with All Language Interpreting and Translating.

ADDITIONAL MATERIAL(S):

- Agreement #14-11

GOALS:

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

OXNARD SCHOOL DISTRICT

Agreement #14-11

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of July, 2014 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 **July 23, 2014** through **June 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 Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ALL LANGUAGES INTERPRETING & TRANSLATING:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
 Project #14-11

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-11

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 23, 2014 THROUGH JUNE 30, 2015. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-11

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-11

COMPENSATION

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

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

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

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

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

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

- Not Project Related
 Project #14-11

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-11

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #14-11

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 #14-11

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-11

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

May 14, 2014

Presented to:

ATTN.: MS. ROSIE BEDOLLA
OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030
OFFICE OF THE SUPERINTENDENT

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

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

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

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

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

Cordially,

Lourdes G. Campbell

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 07-23-14

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

Consideration of Resolution #14-06 for July 2014 - Juvenile Arthritis Awareness Month

DESCRIPTION:

Trustee Robles-Solis requested this item be placed on the July 23, 2014 board agenda for discussion and possible adoption of said Resolution for July 2014 - Juvenile Arthritis Awareness Month.

RECOMMENDATION:

It is recommended that the Board of Trustees consider said resolution and if so adopt and approve the resolution.

ADDITIONAL MATERIAL(S):

- Resolution #14-06

Goals:

- *Goal Two – Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment*
- *Goal Four – All Students Will Achieve High Academic Standards in a Nurturing, Creative and Innovative Learning Environment that Promotes Self-Discipline, Motivation and Excellence in Learning*



OXNARD SCHOOL DISTRICT

RESOLUTION NO. 14-06

July 2014 - Juvenile Arthritis Awareness Month

WHEREAS, Juvenile Arthritis is a complex family of musculoskeletal disorders with many causes, not yet fully understood, and so far there are no cures. It consists of more than 100 different diseases or conditions that destroy joints, bones, muscles, cartilage and other connective tissues, hampering or halting physical movement; and

WHEREAS, Juvenile Arthritis causes severe pain, immobility, joint destruction, total disability, blindness, organ damage, organ failure and even death; and

WHEREAS, 50 million Americans have been diagnosed by a doctor with arthritis, with 300,000 cases being children and is the nation's leading cause of disability; and

WHEREAS, As the nation's largest private fundraiser for research, public health programs and advocacy on behalf of all Americans with this painful disease, the Arthritis Foundation aims to reduce the number of people suffering from arthritis-related physical activity limitations by 20 percent by 2030; and

WHEREAS, the month of July brings focused efforts by the Arthritis Foundation to increase awareness of this disease and offer greater information about the proven treatments, programs and services available to help children with Juvenile Arthritis take control of these diseases.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District hereby endorses the observation of July being Juvenile Arthritis Awareness Month; and encourages all District staff; as well as the community to become advocates and let our elected representatives know that more federal support is needed to train pediatric rheumatologists and more research funding is needed to help children with all forms of juvenile arthritis.

Adopted this 23rd day of July, 2014.

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): Cline/Gutierrez/CFW

Date of Meeting: 7/23/14

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

APPROVAL OF AGREEMENT #14-88 WITH MOBILE MODULAR CORPORATION TO LEASE A PORTABLE CLASSROOM BUILDING TO ACCOMMODATE INTERIM PRESCHOOL FACILITIES AS PART OF PROJECT 4: HARRINGTON RECONSTRUCTION (Cline/Gutierrez/CFW)

The proposed Agreement #14-88 with Mobile Modular Corporation is for the purpose of executing an 18-month lease of one (1) 24' x 60' portable classroom building for use by the CDI/NfL preschool program as part of the interim preschool facilities that will be constructed with Project 4: Harrington Reconstruction.

The building identified for lease is the same size as the existing portable building in use by the Neighborhood for Learning (NfL) program, and provides a similar interior layout. Minor modifications to the building layout will be implemented to accommodate the needs of the NfL program.

The leased building is required because the existing building in use by the NfL program was determined by the Division of State Architect to lack certain design and structural elements required to meet current building codes, and as such was not permitted to be relocated as originally planned. The building was manufactured and installed in 2003/2004, and multiple code changes have occurred since that time. After analyzing the potential cost of code compliance improvements, it was determined that leasing an alternate building is the most cost effective solution.

The NfL program will continue to operate in their current location at the start of the 2014-2015 academic year. Once the interim preschool facilities construction is complete, the NfL program will be relocated to the leased portable building, and the existing NfL facility will be demolished to make way for the new classroom building as part of Project 4: Harrington Reconstruction.

FISCAL IMPACT:

The total cost of the proposed lease agreement, including delivery/install, monthly lease payment, and demobilization/removal activities is:

**THIRTY-FIVE THOUSAND ONE HUNDRED FOURTEEN DOLLARS NO CENTS
(\$35,114)**

This amount includes the following:

\$8,803 – Delivery & Installation

\$19,728 – Lease payments for 18-months at \$1,096/mo

\$6,583 – Demobilization & Removal

This agreement is to be funded from Measure “R” proceeds, with costs assigned to Project 4, cost code 6274 – Other Construction.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business Services and the Executive Director of Facilities, Engineering, and Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Agreement #14-88 with Mobile Modular Corporation to lease a portable classroom building to accommodate interim preschool facilities as part of Project 4: Harrington Reconstruction.

ADDITIONAL MATERIAL(S):

- Agreement #14-88
- Mobile Modular Lease Quotation #30783

GOALS:

GOAL FIVE:

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



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220014721.1
Contract Term: 18 Months
 Date Printed: 07/11/2014
 Start Rent Date: 07/24/2014

Customer & Site Information		Mobile Modular Contact
Customer Information: Oxnard ESD 1051 S. A Street Oxnard, CA 93030	Site Information: Oxnard ESD 2501 Gisler Avenue Harrington Elementary School Oxnard, CA 93033 Taylor Middlestadt	Questions? Please Contact: Byron King Byron.King@MobileModularRents.com Direct Phone: 951-360-6600 All other inquiries: (951) 360-6600
Customer PO/Reference: Exp: // By:		

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 24x60 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	1	\$1,096.00	\$1,096.00	N

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Classroom, 24x60 DSA (NonStd) Block and Level Building (B6) (PW) <i>Prevailing Wage Cert. Payroll</i>	1	\$5,520.00	\$5,520.00 N
Delivery Haulage Lowboy 12 wide	2	\$1,641.50	\$3,283.00 N
			\$8,803.00

Taxes on One-Time Charges:	\$0.00
Estimated Charges upon Delivery (incl Taxes):	\$8,803.00
First Months Rent (incl Taxes):	\$1,096.00
Security Deposit:	\$0.00
Estimated Initial Invoice*:	\$9,899.00

	Qty	Charge Each	Total One Time Taxable
Charges Upon Return:			
Classroom, 24x60 DSA (NonStd) Prepare Equipment For Removal (B6)	1	\$3,300.00	\$3,300.00 N
Return Haulage Lowboy 12 wide	2	\$1,641.50	\$3,283.00 N
			\$6,583.00

Special Notes

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.
DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.
PPE and Taxes: Applicable PPE and taxes are not reflected in the pricing provided in this quote. Prior to issuing a purchase order or other agreement, please consult with the sales representative to ensure that all PPE and taxes applicable to the products and services outlined herein are appropriately identified and included.
Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
Additional Note:
DSA Classrooms w/ standard 5 ft by 7 ft landing and 4 ft by 11 ft ramps (transition to grade and hand rail extensions, if required, are the responsibility of the Customer). DSA carpet will be provided. Stand-alone foundation system. Site plan required. Installation pricing may be adjusted due to site conditions. Site to have building corners marked by the District prior to delivery. Temporary fencing is the responsibility of the District. Transportation permits are included here, pilot cars are excluded. However, if pilot cars are required, this fee will be added to your initial bill. All final electrical connections are the responsibility of the District. Mobile Modular accepts no responsibility for site work,



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utilities, permits, and fire protection done on site by the District. Exclusions: Any items not specifically noted in this agreement. This proposal is based on existing inventory and is good for 14 days.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Classroom, 24x60 DSA (NonStd)	1	1234	\$72,000.00



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Incorporation by Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at (<http://www.MobileModularRents.com/ContractTerms>). The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the “**Lessor**”) and lessee (“**Lessee**”, as described above in the section titled “Customer Information”) hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

<p>LESSOR: Mobile Modular Management Corporation</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>LESSEE: Oxnard ESD</p> <p>By: _____ Name: <u>Lisa A. Franz</u> Title: <u>Director, Purchasing</u> Date: _____</p>
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. LEASE. Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the “**Equipment**”) on the terms and conditions set forth herein. Each such Lease Agreement (an “**Agreement**”) and the lease provisions on the Lessor's website at (<http://www.MobileModularRents.com>) (the “**Incorporated Provisions**”), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the “**Lease Agreement**”), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a “**Lease**”) of the Equipment listed in such Agreement under “Product Information”. Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

2. LEASE TERM. The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the “**Contract Term**” (the “**Lease Term**”). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at (<http://www.MobileModularRents.com>) for the conditions under which the Equipment must be returned.

4. HOLDING OVER; LEASE EXTENSION. If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the



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initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and
(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "**Principal**"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. INSURANCE.

(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such



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payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the



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cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 7/20/11



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Lease Quotation and Agreement

Quotation Number: 30783
 Quotation Reference:
 Date of Quote: 07/02/2014
Term: 18 Months

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
Oxnard ESD 1051 South A Street Oxnard, CA 93030	Oxnard ESD Harrington Elementary School 2501 Gisler Avenue Oxnard, CA 93033	Questions? Contact: Byron King Byron.King@MobileModularRents.com Direct Phone: 951-360-6600 Fax: 951-360-6622

Product Information	Qty	Monthly Rent	Extended Monthly Rent
Classroom, 24x60 DSA (NonStd) <i>Non-Standard Configuration. Tackboard interior.</i>	1	\$1,096.00	\$1,096.00
Charges Upon Delivery	Qty	Charge Each	Total One Time
Classroom, 24x60 DSA (NonStd)			
Block and Level Building (B6) (PW)	1	\$5,520.00	\$5,520.00
Delivery Haulage Lowboy 12 wide	2	\$1,641.50	\$3,283.00
			<u>\$8,803.00</u>
			Total \$ 8,803.00
Charges Upon Return	Qty	Charge Each	Total One Time
Classroom, 24x60 DSA (NonStd)			
Prepare Equipment For Removal (B6)	1	\$3,300.00	\$3,300.00
Return Haulage Lowboy 12 wide	2	\$1,641.50	\$3,283.00
			<u>\$6,583.00</u>
			Total \$6,583.00
Alternate Pricing	Qty	Monthly Rent	Total One Time
Alt 24 Month Lease Option	1	\$1,033.00	\$0.00
		<u>\$1,033.00</u>	<u>\$0.00</u>
		Total \$1,033.00	Total \$0.00

Special Notes
Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.
Floor Plans

Lease Quotation and Agreement

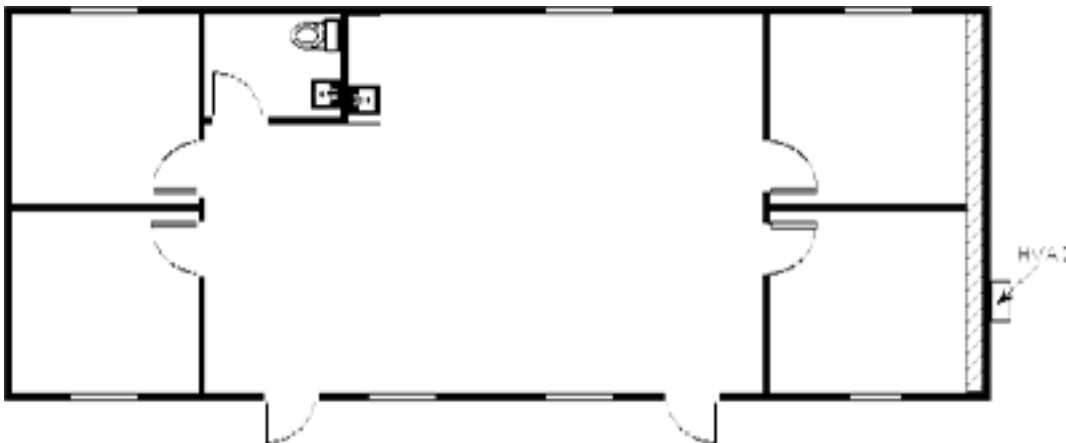
Quotation Number: 30783

Quotation Reference:

Date of Quote: 07/02/2014

Term: 18 Months

Classroom, 24x60 DSA (NonStd)



All drawings and specifications are nominal.

Additional Information

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Security deposit and payment in advance may be required.
- Rent will be billed in advance every 30 calendar days.
- **Prices do not include applicable tax.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

30783, 07-02-2014 04:32 PM

Lease Quotation and Agreement

Quotation Number: 30783

Quotation Reference:

Date of Quote: 07/02/2014

Term: 18 Months



Mobile Modular Easy Lease. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Lease you can convert your Lease Quotation directly into a Lease Agreement by signing below. **It's as easy as 1, 2, 3.** Once we receive your signed Easy Lease option, we'll finalize your building details and get your project on its way.

1. Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as lessor (the "Lessor") credit approval of Customer, herein known as lessee (the "Lessee"). Lessor does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Lessor's Lease or Sale Agreement. Such lease or sale, and customer's agreement thereto, is subject to Lessor's standard terms and conditions located in the Solutions section of the Lessor's web site at (www.mobilemodularrents.com/solutions/contract-terms.aspx) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Lessor. If customer has previously executed a master agreement with Lessor, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Lessee shall be effective against Lessor, whether made hereon, contained in any printed form of Lease or elsewhere, unless accepted in writing by Lessor. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Lessor's Lease or Sale Agreement shall carry no force or effect except as an instrument of billing.

Lessor:

Mobile Modular Management Corporation

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Oxnard ESD

By: _____

Name: _____

Title: _____

Date: _____

2. Request your delivery date.

Requested delivery date: _____

Please note: For modular buildings, as a "rule of thumb" allow one day per module to accommodate for set up after delivery. We will attempt to meet your desired date. However, the date is subject to change based on equipment availability and readiness and must be confirmed by a Mobile Modular representative.

3. Tell us how you would like to pay.

Bill me on approved credit (you will be sent an invoice for payment as charges are incurred)

Credit card payment (a representative will contact you to obtain the credit card information for billing)

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

30783, 07-02-2014 04:32 PM

www.mobilemodularrents.com

Page 3 of 3

BOARD AGENDA ITEM

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 7/23/2014

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

Consider Approval of Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects to provide additional Architectural Services for Project #1: Kindergarten & Science Reconfiguration to reconfigure classroom 4 at Ritche to a moderate-severe SDC classroom (Cline/Gutierrez/CFW)

At the March 6, 2013 meeting, the Board of Trustees approved Agreement #12-205 with Dougherty + Dougherty Architects, LLP to provide Architectural Services to complete the design for Project #1: Kindergarten & Science Reconfigurations (Project 1).

At the District’s request, to accommodate special needs enrollment requirements, an additional SDC classroom has been added to the Project 1 design for the Ritche school site beyond what was planned as part of the approved Project 1 design. To accommodate this required change, CFW was directed by the District Superintendent to develop a proposed design to accommodate the SDC relocation as part of the Project 1 scope of work.

CFW coordinated closely with both Dougherty+Dougherty Architects (D+D) and Vanir Construction Management (Vanir) to develop a cost effective solution to the issue. The proposed Amendment #001 to Agreement #12-205 with D+D represents the additional services fees required for D+D to complete the design, engineering, DSA approval, and construction administration duties required for this additional scope of work.

The work includes the addition of a restroom, laundry facilities, and kitchen facilities to classroom 4 at Ritche to accommodate the SDC program requirements. With Vanir’s assistance, CFW has developed an estimated cost of construction for the proposed work. The required costs are planned to be submitted to the Board for consideration at the August 20 regular meeting, and are anticipated to be within a “not-to-exceed” amount of \$125,000 above the approved GMP amount of \$272,971 for the Ritche school site.

FISCAL IMPACT:

Amendment #001 to Agreement #12-205 includes complete services required to design, obtain DSA and other agency approvals, and perform construction administration services for the Project 1 Ritche SDC Reconfiguration for a total lump sum fee amount of:

Nineteen Thousand Nine Hundred Fifty Dollars No Cents (\$19,950.00)

Amendment #001 to Agreement #12-205 will be funded using Measure “R” funds. The costs associated with this amendment should be costed to Project #1, Cost Code 6210 - Architectural Services, Site #066 (Ritchen).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering, and Operations, in consultation with the District Selection Committee and CFW, that the Board of Trustees approve Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects to provide additional Architectural Services for Project #1: Kindergarten & Science Reconfiguration to reconfigure classroom 4 at Ritchen to a moderate-severe SDC classroom.

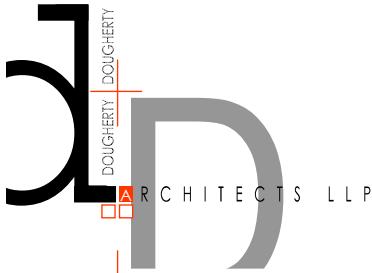
ADDITIONAL MATERIAL(S):

- Amendment #001
- Agreement #12-205

GOALS:

GOAL FIVE

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



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June 30, 2014

Mr. Scott Burkett
Caldwell Flores Winters
815 Colorado Boulevard, Suite 200
Los Angeles, California 90041

**Re: Proposal for AE Services for Modification to Richen School
Project 1
Oxnard School District**
21315 A-3

Dear Mr. Burkett:

Pursuant to your request we respectfully submit this proposal to provide AE services to modify Richen School as a part of the District Project 1. There is a District need to provide a new SDC Classroom and support spaces at Richen School. It is the District's intent to accommodate this by adapting the classroom plan that has been developed for Brekke School for the development of a new Kindergarten to the programmatic requirements for an SDC classroom that can be located at Richen.

While the plan for Brekke is similar to the requirements for Richen there will be the need to provide the following items:

- Modify the plan to Richen to accommodate a kitchenette area and a washer/dryer.
- Ensure that the workroom in the Brekke plan can be utilized as a teacher office.
- Coordinate the new proposed work at Richen based on the Brekke plan with the work that has already been planned for Richen.
- Engage a structural engineer to assist with design and interface with DSA for approval of the revised plan.
- Develop a CCD document for submittal to DSA for review and approval.
- Provide expanded Construction Administration to assist District in procuring the construction services required to implement this added scope and to oversee its construction and DSA closeout. This will be a modification to the existing DSA A# for Richen.

The proposed fee for the above noted scope of work is a fixed fee of \$19,950. We look forward to working with you on this important project.

If there are any questions please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Paul Dougherty', is written over a horizontal line.

Brian Paul Dougherty, FAIA
Partner

:BPD

Oxnard School District:

Lisa Cline, Asst. Superintendent
Business & Fiscal Services

AGREEMENT #12-205 FOR ARCHITECTURAL SERVICES

BETWEEN

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP

AND

OXNARD SCHOOL DISTRICT

March 6, 2013

FOR

PROJECT No. 1

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AGREEMENT #12-205 FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 6th day of **March**, 2013 by and between Dougherty + Dougherty Architects, LLP, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard, CA 93030, in connection with services commencing on March 6, 2013. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement, the following terms shall have the meanings set forth below:
 - 1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 **“Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 **“Architect’s Supplemental Instruction”** or **“ASI”** shall mean a small set of drawings which better explains the intent of the design of a building or structure
- 1.1.7 **“As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 **“As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 **“Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 **“Basic Services”** shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State.
- 1.1.11 **“Bid”** shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 **“Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 **“Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 **“BIM”** or **“Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 **“CDE”** shall mean the California Department of Education.
- 1.1.16 **“Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 **“Change Order Request”** or **“COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by both parties (owner and contractor).

- 1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19 “Construction Budget” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District as the “Owner’s Representative” to plan, direct and coordinate the construction of the Project.
- 1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit C.
- 1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.
- 1.1.25 “Constructability Review” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit C.
- 1.1.30 “District” shall mean the Oxnard School District.
- 1.1.31 “District Design Standards” shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features or any partial replacement or restoration of the same.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of construction project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.46 **“Potential Change Order” or “PCO”** shall mean is a written document before it has been approved and executed by the contractor and owner.

- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Program Manager”** shall mean **Caldwell Flores Winters, Inc., and/or any authorized person from that firm assigned by the District to supervise the District’s Facilities Program and the Projects identified therein.**
- 1.1.49 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.50 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.51 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.
- 1.1.54 **“Prolog”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.
- 1.1.56 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.57 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit C.
- 1.1.58 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit C** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.59 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.60 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or

hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with the highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require services to be provided by Architect described more fully on Exhibit A and as proposed in the Architect's Proposal, Exhibit B.

SECTION 4

SERVICES

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit C**. The Basic Services are divided into Phases, such as

planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services herein. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to the District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to the District.
- 4.2.4 Cooperation with District and Other Consultants.** The Architect and its Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, Program Manager and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.
- 4.2.5 Prolog.** The project will be managed through the Prolog project management software from design through closeout. The Architect will utilize the Prolog software as required by the District.
- 4.2.6 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit C** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes without limitation written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

4.2.9 Independent Cost Estimates. The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.

4.2.10 Inspection of Records; Familiarity with Site and Project. The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.11 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.12 Funding Applications and Approvals. The Architect's duties and responsibilities under this Agreement include assisting the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.14 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.

4.2.15 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid, the contractor/builder's preconstruction estimate as validated by the District or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District. In the event of a dispute regarding the bid, the estimate or the GMP, the Architect shall not delay completing the work and may address the dispute under Section 12 of this Agreement upon completion of the revisions.

4.2.16 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits C and D.**

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iii) necessary to comply with applicable laws, rules, or regulations.

- 4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).
- 4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).
- 4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect’s Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.
- 4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

Five Hundred and Twenty Thousand Dollars No Cents (\$520,000.00)

Plus an additional allowance of Twenty Thousand Dollars and No Cents (\$20,000.00), Ten Thousand per site for two (2) sites, for utility design work and SWPPP to be negotiated after the utility investigation is complete and scope of work is determined.

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit C & D, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%

7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted monthly or at the end of each phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District’s right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any service(s) performed or costs incurred by the Architect without prior written authorization by the District.

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and

supporting receipts. The Architect may be reimbursed for those reasonable out-of pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

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

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Form** from the District in the form of **Exhibit E**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting

information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR [NAME OF PROJECT]**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount withheld exceeds the amount payable to the Architect, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole

discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 District's Representative: The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

- 7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.
- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit C** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The Estimated Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit C** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction

Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the “Project Documents”) shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect’s Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect’s or Architect Consultant’s documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect’s drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect’s Consultant(s), if any, shall first be removed from the Architect’s drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3** **COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4** **TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5** **DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6** **NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1** Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2** Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnites, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnites or of other third parties for which the Architect is not legally liable.
- 11.1.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnites entirely harmless from all liability arising out of, pertaining to, or relating to any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnites but rather to reimburse the Indemnites for attorney's fees and costs incurred by the Indemnites in defending such actions or proceedings brought against the Indemnites to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2** **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1** **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for

non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect’s expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12
DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a Principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The parties shall utilize each of the following steps

in the Claims Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or; (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of San Diego to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and

privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13 NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Jeff Chancer, Superintendent
1051 South "A" Street
Oxnard, CA 93030

And

Jeff Threet, Program Manager
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

Brian Dougherty
Dougherty + Dougherty Architects, LLP
3194 D. Airport Loop Drive
Costa Mesa, CA 92626
Fax 714.427.0288

SECTION 14 REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project or projects until the Architect's duties in connection therewith have been fully satisfied.

- 14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.
- 14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.
- 14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

- 14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit F** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's

pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties. The

Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the contract documents or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.



NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: _____

Title: _____

Date: 3.12.13

District

By: J. Chan

Title: SUPERINTENDENT

Date: 3/20/13

EXHIBIT "A"

ARCHITECT SELECTION PACKAGE FOR PROJECT 1

February 11, 2013

Brian Dougherty, Principal
Dougherty & Dougherty
3194D Airport Loop
Costa Mesa, CA 92626-3405

Architect Selection Package for Project 1

Dear Mr. Dougherty,

We are pleased to report that the Board of Trustees of the Oxnard School District, at its regularly scheduled meeting on January 16, 2013, adopted the Facilities Implementation Program prepared by Caldwell Flores Winters, Inc. ("CFW"). CFW, as the Program Manager for Measure "R" and related capital facilities projects, has been directed by the Board to proceed with implementation.

Project Summary

The portion of the Facilities Implementation Program described within this Architect Selection Package is limited to a single project: improvements to kindergarten classrooms and science lab facilities at eight school sites. All work on this project is to be assigned to a single architectural firm according to the method of selection outlined within this package. This project is herein identified as "Project 1."

Project 1 will include the modernization and reconfiguration of existing facilities. A lease-leaseback method of delivery will be utilized by the project team. Work will be funded by proceeds from Measure "R" and expected reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The Facilities Implementation Program provides specific direction that team members must follow for completing this project per a detailed master budget, schedule, and timeline. All team members must also conform to the procedures and guidelines outlined within the previously distributed Program Implementation Handbook. Modernization and reconfiguration projects must be completed and ready for occupancy by August 8, 2014, concurrent with the District's timeline for educational program reconfiguration. In order to meet this timeline, projects must be prepared for DSA submittal as soon as possible at all sites and completion of projects must occur by August 8, 2014.

To assist the project team in meeting this timeline, the District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of five workshops to establish implementation parameters. Project 1 follows the FMP's conclusion that additional kindergarten classrooms are required to support extended day kindergarten programs and science lab facilities are required at school sites once converted to house middle school students.

Detailed Project List

Enclosed in this package is a detailed description of Project 1, including components at each site required to complete school reconfiguration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required needs established by the FMP for each site in order to meet capacity goals, proposed specifications and program requirements. A set of site maps has been provided to indicate the approximate location of required work.

Master Budget, Timeline, and Schedules

Also enclosed are summaries of the Master Budget, Timeline, and Schedules. The Master Budget has been prepared based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for each project. These documents are subject to review by the Board of Trustees not less than every six months.

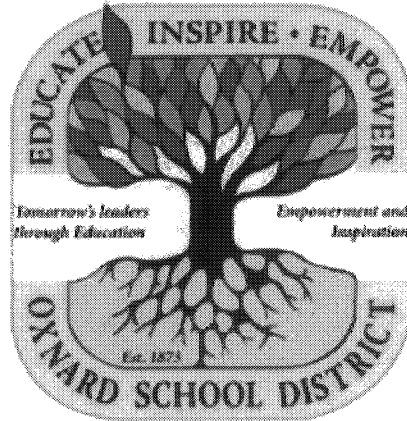
Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. The selection process will be coordinated by CFW beginning in February 2013. Please review this detailed Architect Selection Package and submit your response by February 18, 2013 @ 4:00pm in .pdf format via email to: Jeff Threet, Senior Program Manager, Caldwell Flores Winters, Inc., jeff.threet@cfwinc.com.

If you have any questions, please direct them to Jeff Threet, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District

Architect Selection Package for Project 1

Kindergarten Reconfiguration and Science Laboratories

Prepared by:

Caldwell Flores Winters
6425 Christie Ave. Suite 270
Emeryville, CA 94608

ARCHITECT SELECTION PACKAGE

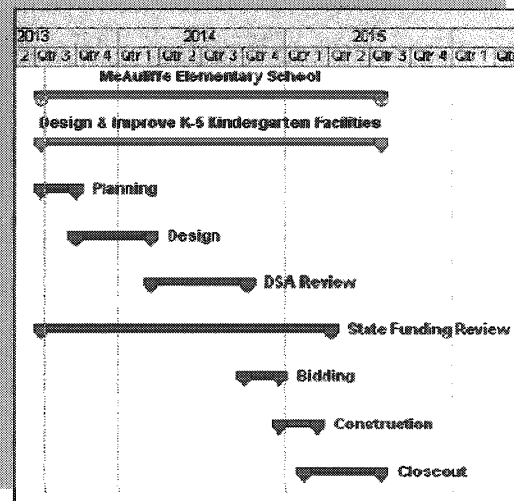
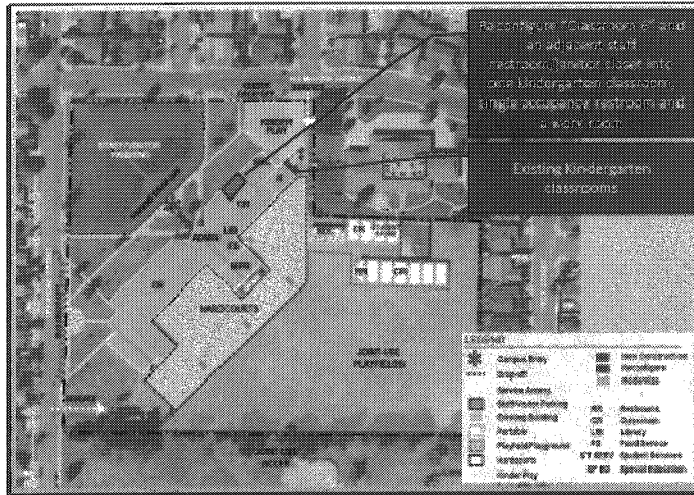
PROJECT 1: DETAILED DESCRIPTION – KINDERGARTEN & SCIENCE LAB IMPROVEMENTS

SITE 1: MCAULIFFE ELEMENTARY SCHOOL

McAuliffe currently has three (3) kindergarten classrooms. A total of four (4) are required to accommodate the extended day kindergarten. One (1) existing non-kindergarten classroom (Classroom 6) and an adjacent staff restroom/janitor closet will be converted into one (1) kindergarten classroom with one (1) single occupancy restroom and a work room. The proposed spaces to be converted are located across the hall from the existing kindergarten classrooms. McAuliffe is a fairly new school; therefore, only very minor maintenance projects will accompany the construction such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at this site requires a total of 1,285 square feet of improved space, inclusive of a restroom and work room. The total all-in (soft, construction, and contingency) budget for the site is \$262,140 including casework and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
McAuliffe ES					
Kindergarten					
Convert (1) Classrooms to (1) Kindergarten					
Classrooms	1,120	sf	\$204	\$228,480	
Work room	100	sf	\$204	\$20,400	
Restroom	65	sf	\$204	\$13,260	
Total Bldg. Quantity	1,285	sf			
Total Hard Costs					\$166,816
Total Soft Costs					\$71,493
Total Contingency					\$23,831
TOTAL BUDGET					\$262,140

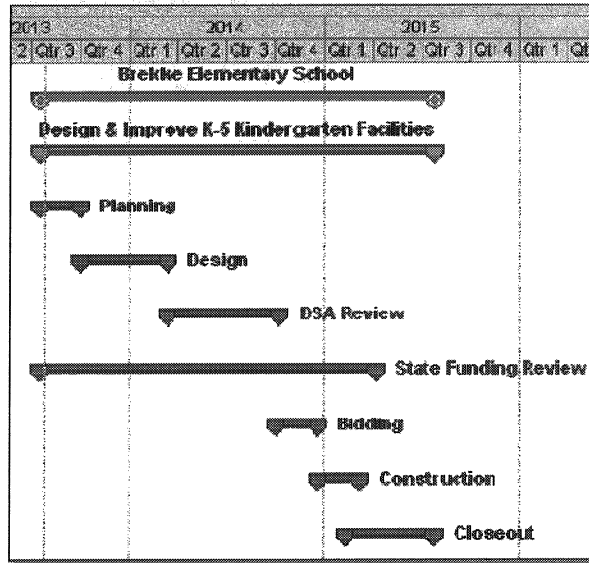
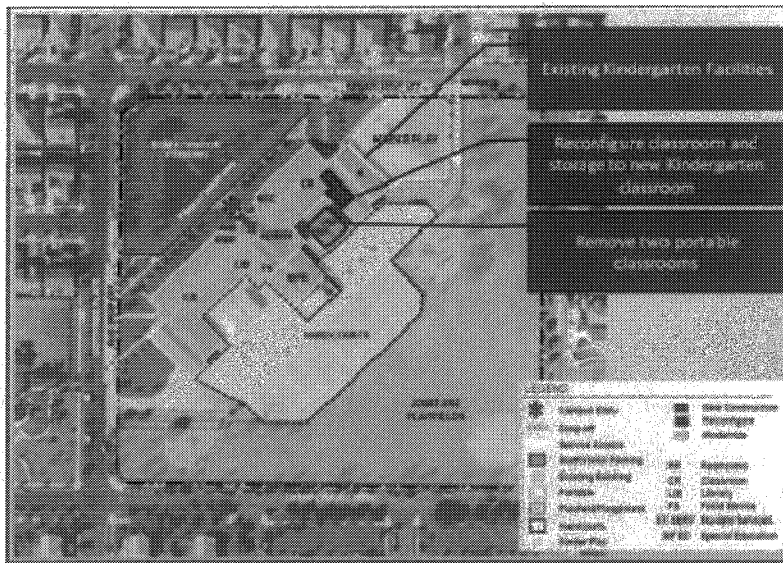


SITE 2: BREKKE ELEMENTARY SCHOOL

Brekke currently has three (3) kindergarten classrooms. A total of four (4) are required to accommodate the extended day kindergarten. One (1) existing non-kindergarten classroom and an adjacent teacher work room will need to be converted to a kindergarten classroom including (1) single occupancy restroom and one (1) work room. The location of the converted classroom is across the hall from the existing kindergarten classrooms. Two (2) portable classrooms will need to be removed. Brekke is a fairly new school; therefore, only very minor improvements will accompany the construction of the project such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at the site requires 1,285 square feet of improved space, inclusive of a restroom and work room. The total all in (soft, construction, and contingency) budget for the site is \$282,568 including the removal of the portables, casework, and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Brekke ES					
Kindergarten					
Remove Portable Classrooms	2	ea	\$10,214	\$20,428	
Convert (1) Classroom and TPR to (1) Kindergarten					
Classroom	1,120	sf	\$204	\$228,480	
Work Room	100	sf	\$204	\$20,400	
Restroom	65	sf	\$204	\$13,260	
Total Bldg. Quantity	1,285	sf			
Total Hard Costs					\$179,816
Total Soft Costs					\$77,064
Total Contingency					\$25,688
TOTAL BUDGET					\$282,568

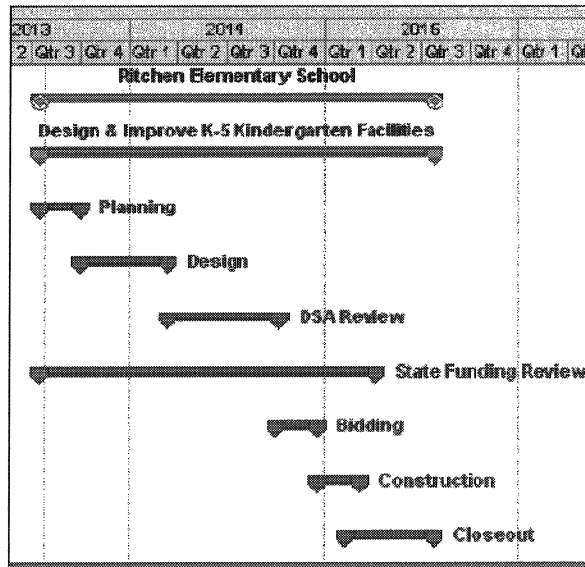
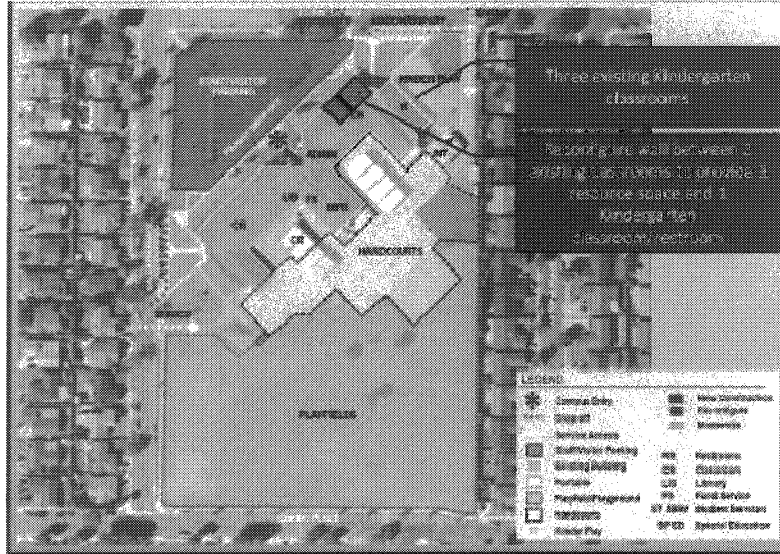


SITE 3: RITCHEN ELEMENTARY SCHOOL

Ritchen currently has three (3) kindergarten classrooms. A total of four (4) are required to accommodate the extended day kindergarten. Two (2) non-kindergarten classrooms will need to be combined by moving a wall to accommodate one (1) resource space of approximately 800 square feet and one (1) kindergarten classroom of 1,120 square feet with one (1) adjoining single occupancy restroom. These classrooms are located across the hall from the current kindergarten classrooms. Ritchen is a fairly new school; therefore, only very minor maintenance projects will accompany the construction of the new wall between these classrooms such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at the site requires 1,285 square feet of existing classroom space, inclusive of a restroom and work room. The total all in (soft, construction, and contingency) budget for the site is \$262,140 including casework and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Ritchen ES					
Kindergarten					
Convert (2) Classrooms to (1) Kindergarten					
Classroom	1,120	sf	\$204	\$228,480	
Workroom/storage	100	sf	\$204	\$20,400	
Restroom	65	sf	\$204	\$13,260	
Total Bldg. Quantity	1,285	sf			
Total Hard Costs					\$166,816
Total Soft Costs					\$71,493
Total Contingency					\$23,831
TOTAL BUDGET					\$262,140



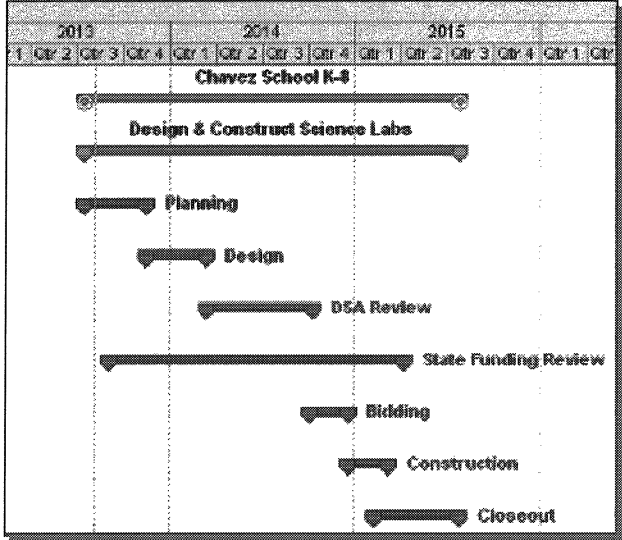
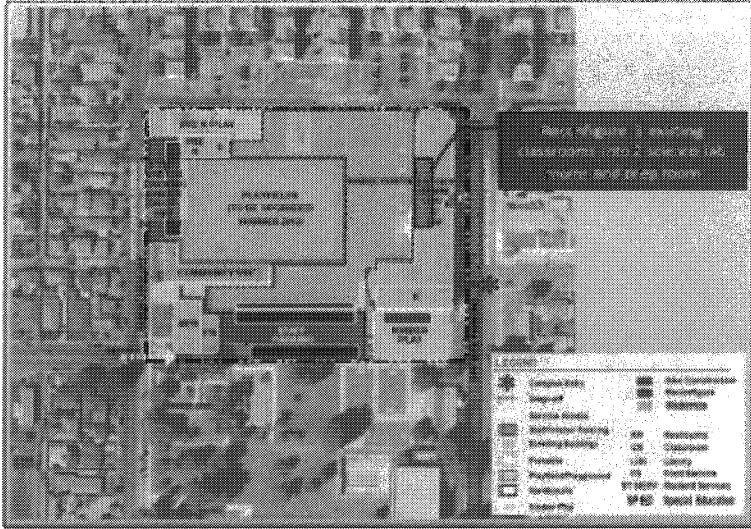
SITE 4: CHAVEZ ELEMENTARY SCHOOL

Chavez will become a K-8 school and will require two (2) science labs. Three (3) classrooms on the second level of the new two-story classroom building will be converted to two (2) science labs with a teacher preparation/work room in between. The design team will work with the District to select specific classrooms to be reconfigured. Upon team selection, the design team shall immediately investigate all MEP and structural systems to confirm this location. The labs will include eight (8) sinks, lab casework, and science lab furnishings. This is a fairly new building; therefore, only very minor

maintenance projects will accompany the construction of the labs such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at the site totals 2,600 square feet of improved space, comprised of two (2) 1,200 square foot lab classrooms and one (1) 200 square foot shared prep/work room accessible from either classroom. The total all in (soft, construction, and contingency) budget for the site is \$293,319 including casework and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Chavez K-8					
Science Labs					
Convert (3) Classrooms to (2) Science Labs	2,400	sf	\$113	\$270,756	
Prep/Work Room	200	sf	\$113	\$22,563	
Total Bldg. Quantity	2,600	sf			
Total Hard Costs					\$186,658
Total Soft Costs					\$79,996
Total Contingency					\$26,665
TOTAL BUDGET					\$293,319

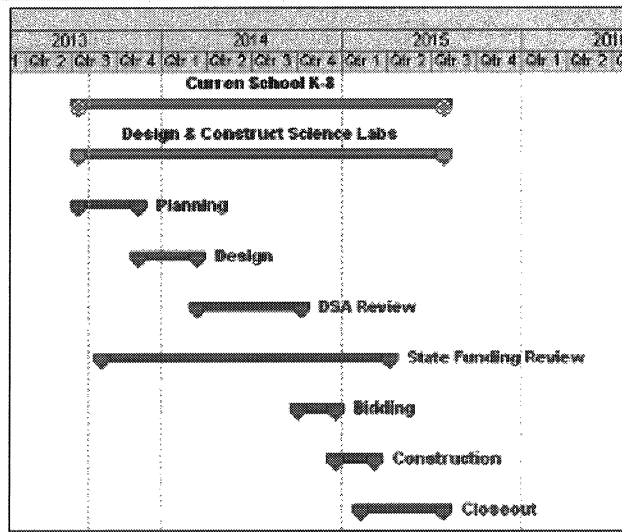
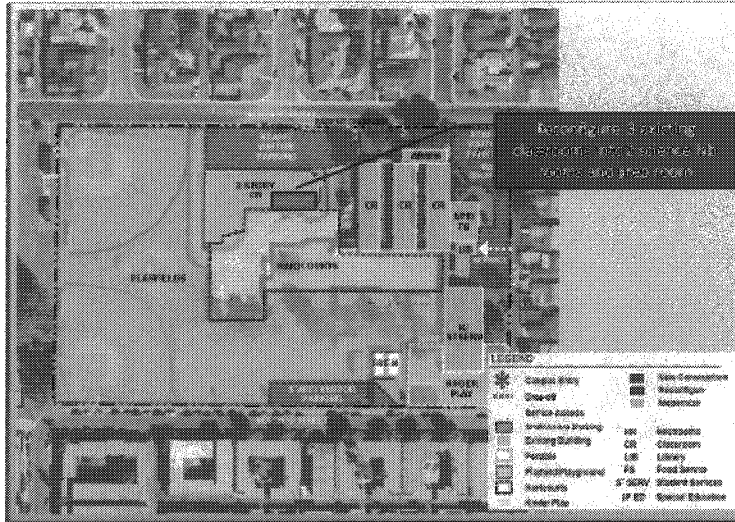


SITE 5: CURREN ELEMENTARY SCHOOL

Curren will become a K-8 school and will require two (2) science labs. Three (3) classrooms on the second level of the new two-story classroom building will be converted to two (2) science labs with a teacher preparation/work room in between. Classrooms 210, 211, and 212 have been proposed. Upon team selection, the design team shall immediately investigate all MEP and structural systems to confirm this location. The labs will include eight (8) sinks, lab casework, and science lab furnishings. This is a fairly new building; therefore, only very minor maintenance projects will accompany the construction of the labs such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at the site totals 2,600 square feet of improved space, comprised of two (2) 1,200 square foot lab classrooms and one (1) 200 square foot shared prep/work room accessible from either classroom. The total all in (soft, construction, and contingency) budget for the site is \$293,319, including casework and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Curren K-8					
Science Labs					
Convert (3) Classrooms to (2) Science Labs	2,400	sf	\$113	\$270,756	
Prep/Work Room	200	sf	\$113	\$22,563	
Total Bldg. Quantity	2,600	sf			
Total Hard Costs					\$186,658
Total Soft Costs					\$79,996
Total Contingency					\$26,665
TOTAL BUDGET					\$293,319



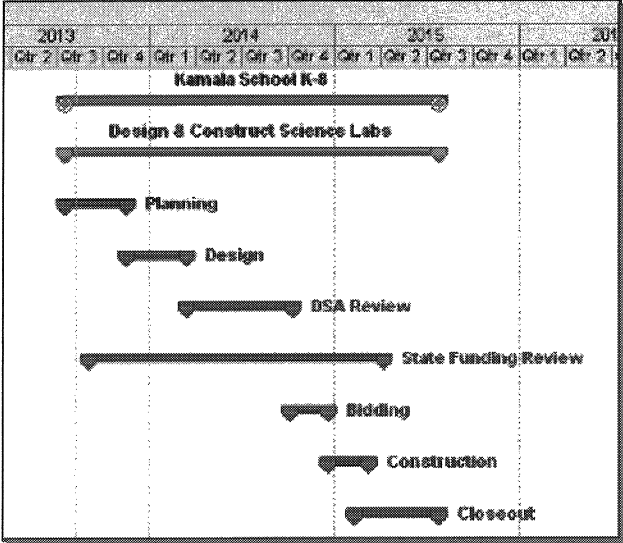
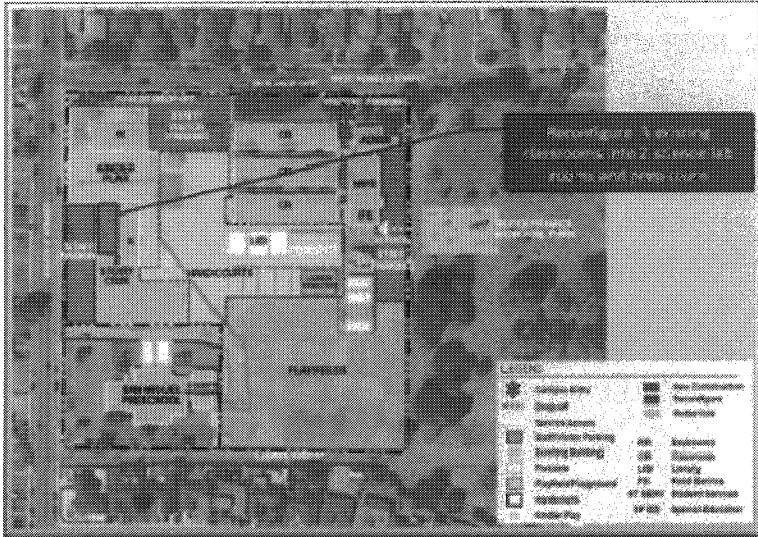
SITE 6: KAMALA ELEMENTARY SCHOOL

Kamala will become a K-8 school and will require two (2) science labs. Three (3) classrooms on the second level of the new two-story classroom building will be converted to two (2) science labs with a teacher preparation/work room in between. Upon team selection, the design team shall immediately investigate all MEP and structural systems to confirm this location. The design team will work with the district to select specific classrooms to be reconfigured. The labs will include eight (8) sinks, lab casework, and science lab furnishings. This is a fairly new building; therefore, only very minor

maintenance projects will accompany the construction of the labs such as flooring repair, ceiling repair, casework repair, electrical/HVAC repair, and/or wall repair.

Project work at the site totals 2,600 square feet of improved space, comprised of two (2) 1,200 square foot lab classrooms and one (1) 200 square foot shared prep/work room accessible from either classroom. The total all in (soft, construction, and contingency) budget for this site is \$293,319, including casework and furniture. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Kamala K-8					
Science Labs					
Convert (3) Classrooms to (2) Science Labs	2,400	sf	\$113	\$270,756	
Prep/Work Room	200	sf	\$113	\$22,563	
Total Bldg. Quantity	2,600	sf			
Total Hard Costs					\$186,658
Total Soft Costs					\$79,996
Total Contingency					\$26,665
TOTAL BUDGET					\$293,319

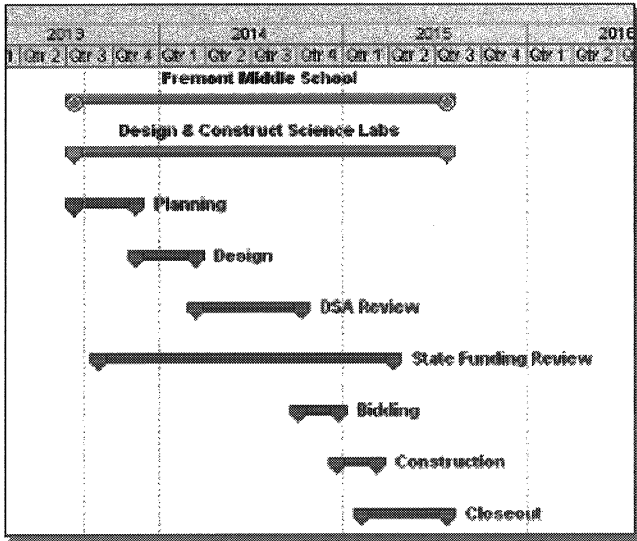
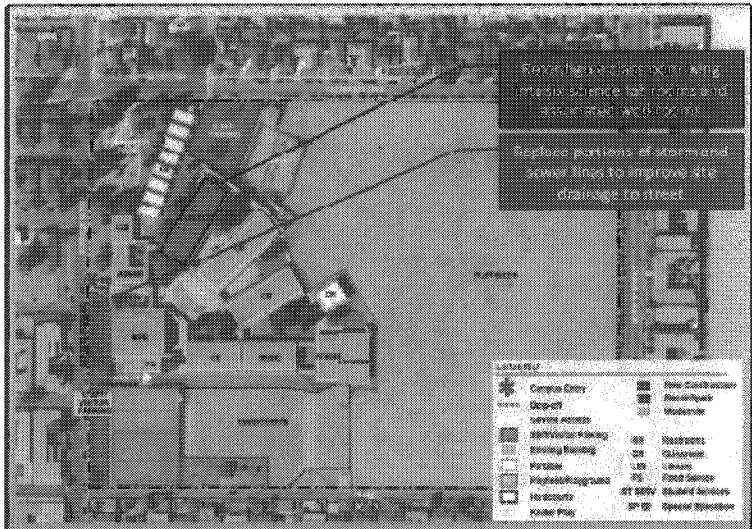


SITE 7: FREMONT MIDDLE SCHOOL

Fremont is currently an intermediate school that will be converted into a middle school serving grades 6-8. The site's science instruction is currently housed in multiple buildings around the site. The majority of the science classrooms are located in an 11,700 square foot building containing 10 classrooms of varying sizes.

This project includes the conversion of this building into six (6) science labs with associated support spaces. Additionally, some necessary site utility work is included. Portions of the main storm line and portions of the sanitary sewer line will be replaced in order to facilitate proper drainage from the site to the street. The total all in (soft, construction, and contingency) budget for the site is \$2,267,261 including the casework, furniture, and utility upgrades. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Fremont MS					
Utility Upgrades					
Utility Upgrades - Storm and Sanitary Sewer	1,019,304	sf	\$0.20	\$203,861	
Science Classrooms					
Reconfigure Existing Building to (6) Science Labs					
Modernize (6) Science Labs	9,000	sf	\$204	\$1,836,000	
Modernize (3) Prep/Work Room	600	sf	\$204	\$122,400	
Touch Up Remaining Spaces in Building	2,100	sf	\$50	\$105,000	
Total Bldg. Quantity	11,700	sf			
Total Hard Costs					\$1,442,802
Total Soft Costs					\$618,344
Total Contingency					\$206,115
TOTAL BUDGET					\$2,267,261

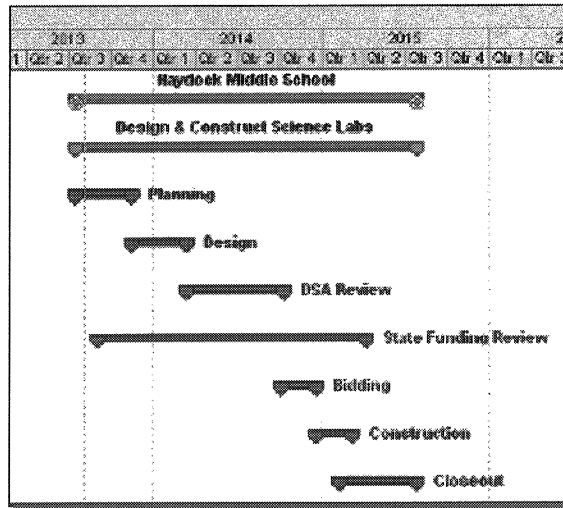
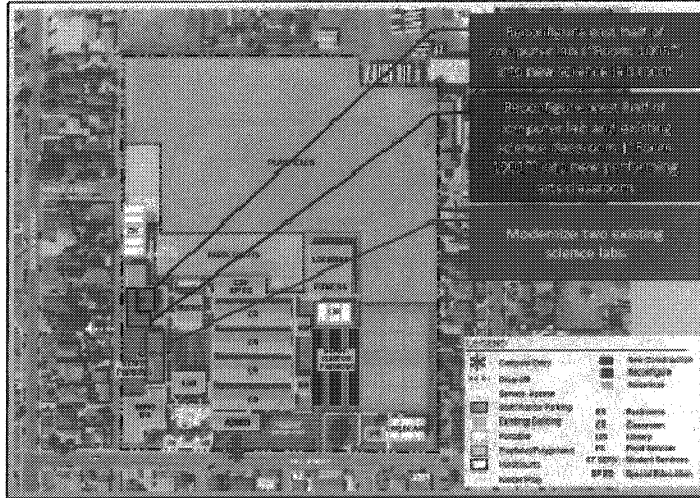


SITE 8: HAYDOCK MIDDLE SCHOOL

Haydock is currently an intermediate school that will be converted into a middle school serving grades 6-8. The site's science instruction is currently housed in five (5) classrooms in four (4) different buildings. In order to optimize the science program, (3) new labs need to be configured. To accommodate the proposed lab space, adjacent areas will be improved to accommodate performing arts space.

The science lab work includes modernizing the (2) existing science classrooms in the 900 Wing and converting the east half of the computer lab and work room in Building 1000 into a third science lab. The performing arts work includes combining the existing science classroom in Room 1001 with the west half of the adjacent computer lab in Room 1005 and converting this space into a performing arts classroom. The total square feet of improved building space is 8,856 square feet. The total all in (soft, construction, and contingency) budget for the site is \$1,855,919 including the casework, furniture, and utility upgrades. Construction is scheduled to commence by June 20, 2014 and be completed by August 8, 2014; however, completion prior to this date is desirable. Therefore, to allow for on-time occupancy, design activities must be completed and the plans submitted to the Division of State Architect (DSA) for all projects no later than September 10, 2013, or earlier.

<i>Project Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Extension</i>	<i>Total</i>
Haydock MS					
Utility Upgrades					
Utility Upgrades - Storm and Sanitary Sewer	605,484	sf	\$0.35	\$211,919	
Science Classrooms					
Bldg. 900 - Modernize (2) Existing Science Labs	3,000	sf	\$204	\$612,000	
Bldg. 900 - Modernize Existing Prep/Work Room	200	sf	\$204	\$40,800	
Bldg. 900 - Touch Up Remaining Spaces in Building	1,056	sf	\$50	\$52,800	
Bldg. 1000 - Combine East Half of Existing Computer Lab with Adjacent Work Room and Convert to Science Lab	1,500	sf	\$204	\$306,000	
Bldg. 1000 - Convert Existing Computer Lab Work Room to Science Lab Work Room	200	sf	\$204	\$40,800	
Performing Arts					
Bldg. 1000 - Combine West Half of Existing Computer Lab and Room 1001 (Existing Science Lab) and convert to Performing Arts Classroom	2,900	sf	\$204	\$591,600	
Total Bldg. Quantity	8,856	sf			
Total Hard Costs					\$1,181,040
Total Soft Costs					\$506,160
Total Contingency					\$168,720
TOTAL BUDGET					\$1,855,919



PROJECT 1 - MASTER BUDGET, TIMELINE, & SCHEDULES

SUMMARY BUDGET:

The summary budget below includes the total soft and hard construction costs by site. The contingency budget item includes the aggregate of all sites within Project 1:

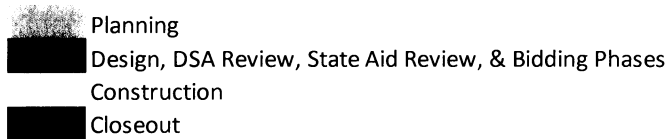
Project 1	All In Budget (Soft & Construction)
Site 1: McAuliffe Elementary School	\$238,309
Site 2: Brekke Elementary School	\$256,880
Site 3: Ritchen Elementary School	\$238,309
Site 4: Chavez Elementary School	\$266,654
Site 5: Curren Elementary School	\$266,654
Site 6: Kamala Elementary School	\$266,654
Site 7: Fremont Middle School	\$2,061,146
Site 8: Haydock Middle School	\$1,687,199
Contingency	\$528,181
Total Project 1 Cost	\$5,809,986

SUMMARY TIMELINE & SCHEDULE:

Summary Schedule										
Fiscal Year Ending										
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
McAuliffe K-5 Kindergarten Facilities										
Brekke K-5 Kindergarten Facilities										
Ramona K-5 Kindergarten Facilities										
Ritchen K-5 Kindergarten Facilities										
Chavez K-8 Science Labs										
Curren K-8 Science Labs										
Kamala K-8 Science Labs										
Fremont Middle 6-8 Science Labs										
Haydock Middle 6-8 Science Labs										

Reconfigured K-5, K-8, and 6-8 Sites:
 McAuliffe, Brekke, Ramona, Ritchen, Kamala, Chavez, Curren, Fremont, and Haydock

- DSA Submittal – September 10, 2013
- Start Construction: June 20, 2014
- End Construction: August 8, 2014
- Completion of projects before August 8, 2014 is desirable



METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District’s Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool. The portion of the program described within this Architect Selection Package is limited to a single project: improvements to kindergarten and science classrooms at eight school sites. All work on this project is to be assigned to a single architectural firm.

The goal of the assignment process is to assign Architects to projects in a way that will yield the greatest benefit to the Measure R program.

ASSIGNMENT PROCESS:

Each qualified firm has a choice to participate in the assignment process for Project 1 or to decline. Any decision will not affect future opportunities. Firms should carefully review the detailed project description contained within this package and may wish to visit the project sites to make further observations. CFW will organize a single tour of the sites if any team is interested. Please contact Jeff Threet at (510) 596-8170 to make arrangements. Do not visit any school site without coordinating with CFW. All firms electing to participate will be interviewed.

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project Review Committee to interview each design team between February 19-22
- The architecture firm selected for the project will be notified: February 25
- Contract negotiation to be complete: February 27
- Board action on recommendations: March 6 (Regular Board meeting)
- Firm selection and commencement of architectural services: March 7

SUBMITAL REQUIREMENTS

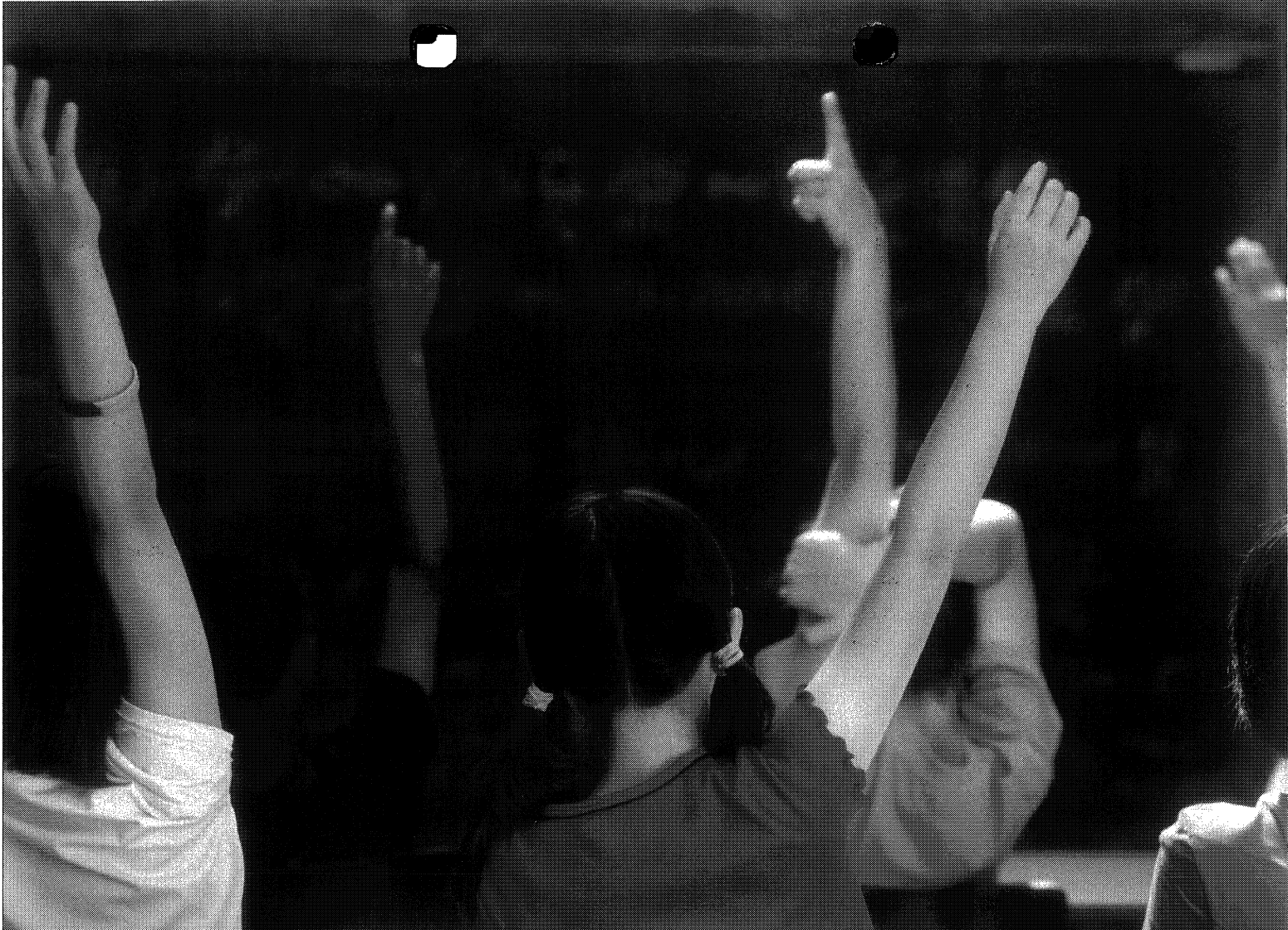
Design team members should be prepared to address the following questions in their submittal.

1. Discuss strategy to meet or accelerate the proposed timelines of the proposed projects.
2. Discuss preferred approach to using a construction manager in the design and completion of the proposed projects.
3. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
4. Summarize similar projects completed by your firm within the last five years that closely matches the program in the Project Description. Share examples of references, final construction costs, and timeline for the project or projects described.

Limit response to no more than 15 pages and submit in .pdf format via email to Jeff Threet at jeff.threet@cfwinc.com

EXHIBIT "B"

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP PROPOSAL

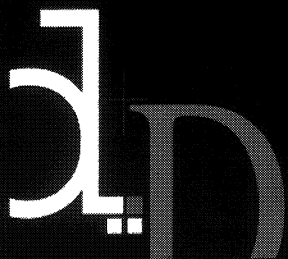


OXNARD SCHOOL DISTRICT

ARCHITECT SELECTION FOR PROJECT 1

PROFESSIONAL ARCHITECT/ENGINEER

CONSULTANT SERVICES



DOUGHERTY+DOUGHERTY ARCHITECTS LLP

FEBRUARY 18, 2013

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Cover Letter

1. Schedule
2. Approach
3. Personnel
4. Similar Projects



February 18, 2013

3194

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277 ■■

714.427.0288 ■■

Mr. Jeff Threet
Senior Program Manager
Caldwell Flores Winters, Inc.
Oxnard School District
1051 South A Street
Oxnard, CA 93030

**Re: Architect Selection Package for Project 1
Oxnard School District**

Dear Mr. Threet:

DD ARCHITECTURE.

The description of Project 1 as the first phase of the Facilities Implementation Program for Measure "R" is a perfect fit for Dougherty + Dougherty based upon our previous experience. The improvements to eight elementary, K-8 and middle school campuses is an effective means to offer broad-based parity projects to a wide spectrum of District sites and neighborhoods to kick off this implementation program. Each project brings the opportunity to join with the District and surrounding community to support an environment that will inspire and engage the students, staff and families in welcoming incoming kindergarten students, and offering superior science laboratories to encourage scientific learning. With a long history of repeat modernization and conversion projects with numerous California public school districts, Dougherty + Dougherty Architects LLP contributes the expertise and collaborative process to provide you with responsive, exciting, and transformative educational facilities solutions to provide a 21st Century learning environment to all students. As your trusted advisor and collaborator, we will focus upon the potential for our kindergartens and new science labs in the reinvention of your facilities to support academic excellence.

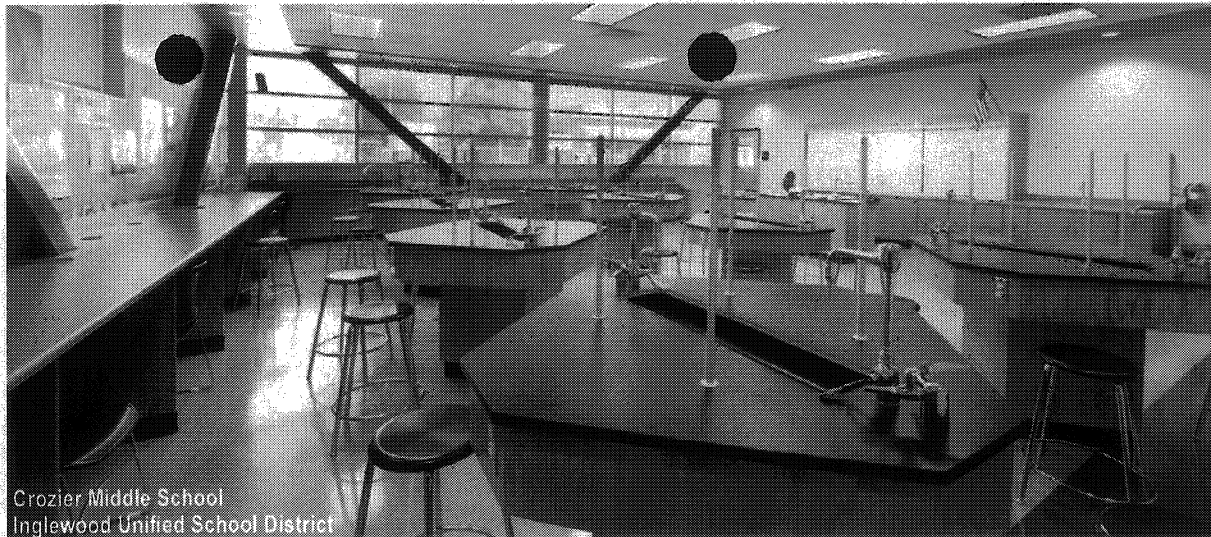
Your budget and schedule requirements can be met with the dedication of all team members to reaching our collective goals of the Master Budget, timeline, and schedules. The engagement of the Construction Manager and Lease Leaseback entity early in the process will support a collaborative effort that incorporates the principals of Integrative Project Delivery, Lean, and Value Engineering as services proceed in advance of construction.

Brian Paul Dougherty, FAIA, LEED AP BD+C will be personally involved in Project 1 from design through DSA close-out. Project Director/Manager **Seung Paek, AIA, LEED AP BD+C** will lead a team of talented architects and consulting engineers to provide you with personal service and quality design and coordination, construction documentation, bid support, and construction administration support services. **Mr. Dougherty** and **Mr. Paek** both have extensive local experience working with the Ventura Unified School District, Conejo Valley Unified School District and Mesa Union School District. Project Architect **Joe LoBasso AIA, CDT**, will draft technical specifications, coordinate budget/cost estimating services and schedule, provide in-house quality control, and coordinate with applicable local and State agencies. **Betsey Olenick Dougherty, FAIA, LEED BD&C**, will be personally involved in material and color selection, meeting facilitation, and space planning services.

We believe that the strength of our communities is linked to the strength of our educational resources and facilities. The future of a new incoming kindergartener or a budding scientist is in our collective caring hands. Thank you for your thoughtful consideration and continued support of our qualifications.

Sincerely,

Brian Paul Dougherty, FAIA, LEED AP BD+C



Crozier Middle School
Inglewood Unified School District

1. SCHEDULE

Discuss strategy to meet or accelerate the proposed timelines of the proposed projects.

Scheduling an educational project requires careful collaboration and coordination of both external and internal influences, a proactive strategy to avoid delays and a team-oriented approach to minimize disruption of the design and construction. Leveraging the Lease-Lease Back project delivery approach offers an opportunity to partner with the District, Construction Manager and the Builder early, to confirm budget and scope reconciliation and optimize phasing. The selection of materials and systems that are both consistent with the District standards and are readily available to meet the stated completion goals is further enhanced. Since the master plan process previously provided a great deal of community outreach, there is the opportunity to accelerate the schedule with the judicious use of communication tools and District staff confirmation of design decisions. We will work with you to find that balance between the need to move forward rapidly and the need to ensure that all stakeholders are in the communication and decision-making loop. Opportunities for acceleration will be identified, such as phasing and fast-tracking. Factors that must be considered include: funding development requirements and deadlines, commencement of the school term and related deadlines, community events, Board review and approval schedules, agency review and approval, availability of staff for meetings, and contingencies to address unforeseen conditions within the context of the many complexities inherent in design and construction on existing campuses.

The key elements to accelerating the proposed schedule are:

- Planning from day one with the District, Program Manager and Lease-Lease Back Partners to assess opportunities to accelerate schedule
- A deep and current understanding of Kindergarten and Science Learning environments
- Utilization of previously developed templates for award winning Kindergarten and Science designs to accelerate the design process
- Early identification of unique characteristics of each proposed site
- Strong working relationship with Stakeholders to accelerate District reviews and approvals
- Proactive early interaction with each governing agency including DSA.

Dougherty + Dougherty will work closely with the District to prioritize project goals and define schedule and milestones for deliverable parameters. We will return at regular intervals to the Master Plan document to confirm that the outcome is consistent with the initial vision. Acceleration of the design will be enhanced with the engagement of a dedicated working committee of collaborative partners to support and facilitate this process. Our extensive experience working

with DSA and other governing agencies enables us to take a proactive role in partnering with those agencies to facilitate expedited approvals. We will meet with them early to assure that the review and approval process supports the targeted schedule.

Working with the Construction Manager and LLB Builder, scope and time will be monitored to look for opportunities to bring tasks forward and provide the most aggressive delivery schedule possible while assuring a high level of quality. The project schedule will be reviewed and updated at the conclusion of each deliverable task. During construction, the LLB Builder will develop and maintain an overall Critical Path schedule, as well as a short interval schedule to guide the project to success. Once construction is complete, Dougherty + Dougherty's DSA close-out specialists will follow up with any outstanding items to avoid unnecessary delays in obtaining certification.

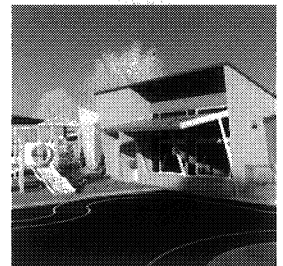
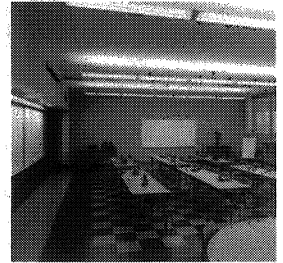
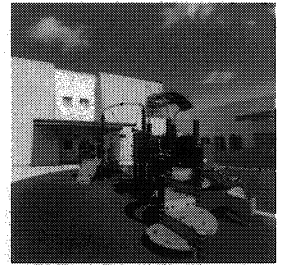
Program assumptions will be discussed to determine appropriate operational phasing, the optimal implementation strategy and how best to maximize the end result given the budgeted resources. We understand the challenges and the opportunism of campus conversion and the re-proposing of existing classroom functions. Opportunities for phased construction and its impact on budget and schedule will be measured against operational needs and goals for academic year and year-round campus access and use.

- We are currently converting a series of Kindergarten classrooms to full Science Labs with all required utilities and case work at the Mesa Verde School in the Newport-Mesa USD. Utilizing a model lab configuration we have worked to move the schedule forward, providing a level of quality that meets all District quality standards and keeps the project on budget. This former elementary school campus will serve as a magnet school for the District upon completion.
- The conversion of the Addams K-8 School to the Addams Middle School for the Lawndale Elementary School District consisted of year-round phased construction while the site was fully operational, building by building, and included five separate DSA projects: the conversion of classrooms to science labs; the conversion of kindergarten rooms to art and music labs; site utility and site development modifications that included new parking, drop-off and paving; and the addition of a new prototype (re-use) gymnasium/classroom building and a new prototype (re-use) two-story classroom building.

At the beginning of Project 1, a detailed schedule will be established with the District, Construction Manager and LLB Builder. This schedule will be continuously monitored and updated as the projects proceed through design, construction documentation, plan review and approval, development of the LLB Guaranteed Maximum Price, and construction. Every opportunity for schedule acceleration will be taken.

- The Arroyo Viejo Child Development Center for the Oakland Unified School District is right on schedule due to the development of a milestone schedule with the District and a commitment to partner with the Builder in achieving the aggressive delivery goal.
- The Lawndale Elementary School District Rogers Middle School Joint-use Gymnasium had an aggressive 6 month schedule to DSA to meet the requirements of the City of Lawndale Joint Use funding partner. A Block Grant Fund had to be awarded by a specific date or the funding would be lost. That date was met, the 50% matching funding was secured, and the project was successfully completed to meet District and City recreation needs.

Our expertise in maintaining and accelerating proposed time lines, as well as in obtaining timely agency review and approval will support the District in this most fundamental requirement. We are committed to having Project 1 facilities ready for occupancy on or before August 8, 2014.





2. APPROACH

Discuss preferred approach to using a construction manager in the design and completion of the proposed projects.

With over thirty-four years of California public school design and construction experience, Dougherty + Dougherty has worked with many fine Program Managers and Construction Managers in a variety of scenarios. These relationships have spanned multiple projects with ongoing clientele. In some cases, the CM acts as the District representative, often in design as well as in construction. CM governed construction contracts can be delivered within the proposed Lease Leaseback scenario. It is important to develop a team approach to project delivery, to establish mutually supportive and collaborative relationships to deliver projects in a timely, competent and fair manner on behalf of our clients. We have previous ongoing experience working with several Construction Managers on various K-12 projects, including: Tilden-Coil, McCarthy, Vanir, Cumming, Turner-Bakewell, and Bernards. Lease Leaseback projects include: LAUSD Juanita Tate ES with Suffolk Roel; LAUSD SRES 10 with Taisei (a nominee for an IPI and CMAA award); LAUSD Humphreys ES Core Facility with Tilden Coil (nominee for a CMAA award); Rialto USD Eisenhower High School Masterplan, Stadium, site infrastructure, and Performing Arts Center with Neff Construction; and SOCCCD Saddleback Community College Science Building with C.W. Driver.

A personalized project approach is the foundation to designing responsive facilities. We will first meet with Oxnard School District representatives and construction manager to review and validate the project program and budget for the Project 1 projects, including researching any possibilities for additional sources of project funding. We will analyze the code, and design ramifications of the project scope, and compare these requirements to the approved budget, ensuring that the project scope is in line with the resources available. If appropriate, we will also hold preliminary project meetings with regulatory agencies to address initial code concerns.

Modernization and re-configuration projects can be complex and technically challenging, requiring a thorough investigation of existing buildings and the ability to integrate new systems into these buildings. Each modernization project is an opportunity to do more than just restore and renew buildings to a functioning and responsive state. With proper attention to detail and innovative design thinking, we are able to create affordable and compelling solutions to a variety of conversion issues. We have a long history of providing successful modernization and re-configuration solutions for K-12 schools that look for efficiencies and opportunities to create exceptional learning environments in each room that we touch. A specific focus upon

science laboratories in middle school, high school and higher education scenarios provides us with detailed familiarity and insight on the subject of the delivery of a scientific curriculum. The conversion of kindergarten classrooms offers inherent future flexibility related to alternative art and music lab use, and to the offering of before and after school licensed child development programs. The aggressive goal of site utility infrastructure completion during summer breaks has also been successfully achieved on many sites. We know we have succeeded when the projects we have completed receive praise from administrators, teachers, students, and maintenance staff. Because modernizations occur on existing campuses, the timing and potential phasing of projects is especially critical to maintain continuous operation and safety.

General Approach

Dougherty + Dougherty will work closely to establish an appropriate detailed approach with the Oxnard School District's designated representatives. The District shall furnish the A/E team with all necessary reference and archival data, and review all documents submitted and render timely decisions in order to meet schedule goals. A matching commitment will support accomplishing project goals and meeting project deadlines.

Verifying existing conditions is a very hands-on process, and we will work with the District to assess facilities, determine program priorities, analyze life cycle cost and value engineering, identify areas that require accessibility upgrades, and refine a detailed project scope. Planning for the renovation and conversion of existing facilities poses a unique challenge. Invariably, over time, modifications take place on a campus that do not find their way accurately into the District record documents. There are also deviations that occur as the original construction takes place. Dougherty + Dougherty will review as-built drawings provided by the Oxnard School District and complete detailed campus assessments to establish BIM backgrounds for design and construction documents.

Conceptual/Schematic Design and Design Development Phases

Following initial meetings with District committee members, we will discuss a planning and design strategy and respond with conceptual plans for discussion for each project. Quick start projects will be identified and fast-tracked at this time. A series of meetings will follow in a collaborative effort to develop responsive designs. The REVIT BIM schematic plans will be presented and reviewed at proposed committee meetings and workshops to gather responses and make subsequent revisions. Particularly on projects as technically focused as these, we've found that REVIT coordination capabilities provide a superior document to CAD production and we do not charge any additional fees for producing REVIT documents. The final resolved plans will serve as a basis for Design Development. Conceptual costs will be evaluated at this time. Design Development involves delineating the schematic design for each project into a refined scope, reflecting input from the project committee. Cost implications will be discussed in depth at this time. The Design Development documents will clearly delineate detailed design solutions and engineered building systems. They will be presented, along with a statement of probable construction costs, to the District for final approval prior to the detailed development of Construction Documents for each project.

Construction Documents Phase

The construction document phase is a time of intense production on the part of the architectural and consulting engineering team. A 50% and 100% submittal is anticipated. The completed Construction Documents, including plans and specifications, will provide a basis for bidding. Plans are submitted to DSA for review and approval. Responses to written DSA comments





and to marked-up plans are provided to ease back-check and approval. Approved plans and specifications are ready for bid, and can be made available electronically.

Bidding Phase

Presumably the Lease Leaseback entity will be selected long before bidding. The A/E team will respond to questions during bid from subcontractors, and will issue addenda as required in support of this process.

Construction Administration Phase

The A/E team will provide the District with construction administration services, including RFI response, submittal review, and achieving the resolution of construction issues. A successful and trusting partnership with the Lease Leaseback entity has, in our previous experience, eased this process.

During project close out we will prepare and review punch lists, collect warranty and maintenance and operations manuals, and transfer the records of field changes to electronic and hard-copy record drawings. The preparation of a comprehensive punch list prior to issuing the Certificate of Substantial Completion is crucial to ensuring that a complete project is delivered to the District. Effective close out has become more important than ever given current DSA requirements utilizing CCD A's and B's for closing out all campus projects before undertaking new projects. The current respectful working relationship that Project Manager Seung Paek enjoys with DSA will serve as a great advantage to the District in completing required construction-related DSA paperwork and approvals to facilitate close-out.

Effective close out has become more important than ever given current DSA requirements for closing out all campus projects before undertaking new projects.



3. PERSONNEL

Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.

DOUGHERTY + DOUGHERTY ARCHITECTS LLP has organized a project team for Oxnard School District that has **extensive experience in the design of educational facilities**, including in the design of re-purposed kindergarten and science laboratory classrooms. Each is experience in managing multiple projects simultaneously.

Architecture

Dougherty + Dougherty Architects LLP (WBE, SBE)

- **Brian Paul Dougherty, FAIA, LEED AP BD+C**
Principal-in-Charge
briand@ddarchitecture.com
- **Seung Paek, AIA, LEED AP BD+C**
Project Director/Manager
seungp@ddarchitecture.com
- **Joe LoBasso, AIA, CDT**
Project Architect
joel@ddarchitecture.com
- **Betsey Olenick Dougherty, FAIA, LEED AP BD+C**
LEED Coordinator/Finishes, Materials, Space Planning
betseyd@ddarchitecture.com

3194 D Airport Loop Drive

Costa Mesa, CA 92626

T. 714.427.0277

F. 714.427.0288

Partner **Brian Paul Dougherty, FAIA, LEED AP BD+C** will serve as the **Principal-in-Charge** for all contracts with the Oxnard School District. He will be the contractual contact, the designer of record, and will remain personally involved throughout the design and construction process. He has more than 38 years of experience in public education projects and has been committed to providing personal service that has led to continuing relationships with our Clients throughout Southern California.

Associate **Seung Paek, AIA, LEED AP BD+C** will be the **Project Director/Manager** and will be an active participant in the programming, design and construction process for each project. Mr. Paek will provide the continuity and leadership necessary to direct the detailed project development with the architectural and engineering team members. He will work





closely with partner Brian Paul Dougherty to ensure consistency from project conception through completion. He is an expert in the DSA review and approval process, and nurtures supportive relationships with DSA staff.

Joe LoBasso, AIA, CDT will be the **Project Architect** and will direct project development as the concepts evolve towards implementation. Mr. LoBasso will recognize and organize standards set with the client, implement standards throughout design development and construction documents, maintain on-going client and team communication, and coordinate the work of consulting engineers utilizing BIM technology. He will draft technical specifications, coordinate budget/cost estimating services and schedule, provide in-house quality control reviews, and be involved with applicable local and State agencies.

Supporting Partner Betsey Olenick Dougherty, FAIA, LEED AP BD+C will serve as the third party in-house LEED Coordinator as well as public meeting and workshop facilitator. She is a LEED Accredited Design Professional, and will be assisting with finishes, materials, space planning and FF&E Coordination.

<u>Name of Team Member</u>	<u>% of Time Assigned to Project</u>
Brian Paul Dougherty, FAIA, LEED AP BD+C	20%
Seung Paek, AIA, LEED AP BD+C	50%
Joe LoBasso, AIA, CDT	5%
Betsey Olenick Dougherty, FAIA, LEED AP BD+C	5%

Consistency and continuity are both critical to the success of your projects. Dougherty + Dougherty Architects LLP commits a team to the project from planning and design through occupancy. This process ensures that information and project history are kept intact. The team described here is dedicated to working directly with you through the design and construction process and to collaborating with District Representatives, Construction Managers, and lease-leaseback entities to bring out the best in each team member.

TOOLS

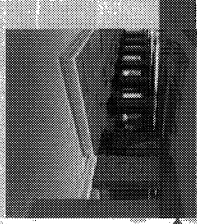
- implementation program assessment/master plan
- visioning meetings
- detailed program summary
- project schedules
- budget reconciliation
- archive and as-built review and verification
- field verification of existing conditions at each site



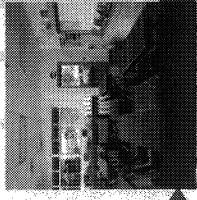
- stakeholder workshops
- interactive design sessions
- dynamic BIM model for each project
- 3D renderings / colored plans
- conceptual cost estimates
- consideration regarding District Standards



- detailed design meetings
- fixture cutsheets
- color product + materials standards
- engineered BIM models
- BIM renderings
- design documents
- cost estimates
- district standard specifications



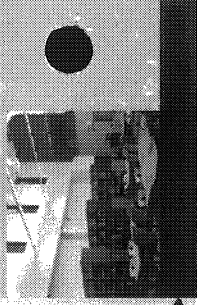
- district reviews
- quality control reviews
- coordinated BIM models
- plancheck documents
- bidding documents
- detailed cost estimates



- construction management assistance for subconsultants
- LLB pre-bid meetings
- addendas
- bid openings
- pre-construction meetings
- construction meeting minutes
- document logs
- BIM clash detection/shared model
- project schedules



- DSA forms + paperwork
- warranties + manuals
- punch lists
- certification of substantial completion



OBJECTIVES

- stakeholder meetings
- budget review for each project
- funding schedules + limitations
- project schedule refinement
- confirm requirements
- sustainable goals
- design team collaboration
- review existing site conditions at each site
- consistency with Bond language
- consider limiting of CM and LLB participation

- stakeholder consensus
- budget compliance
- technology goals
- kindergarten classroom design parity
- science classroom design parity
- site utilities and infrastructure
- code analysis + agency research
- sustainable design
- options for consideration

- support district standards
- engineered building systems
- value engineering
- finishes, fixtures + equipment
- agency compliance
- sustainable systems
- constructability reviews
- CM and LLB collaboration

- classroom design integrity
- maintaining requirements for library/media centers, gymnasiums, MPRs and cafeterias, playgrounds, sports fields, drop off areas, lunch shelters and landscaping
- building systems coordination
- site utility coordination
- roofing and waterproofing
- value engineering
- sustainable systems details
- quality control reviews
- agency submittals + approvals
- DSA reviews + approvals

- CA teamwork and coordination
- CM/LLB collaboration
- submittal reviews
- response to inquiries
- review of pay requests
- meet budgets
- meet schedules

- final programmatic compliance
- staff training
- secure warranties
- district occupancies/move-in requested
- commissioning
- DSA close-outs with certificate
- post occupancy support

PRE-DESIGN / PROGRAMMING

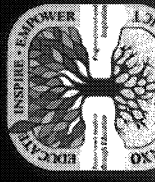
SCHEMATIC DESIGN

DESIGN DEVELOPMENT

CONSTRUCTION DOCUMENTS

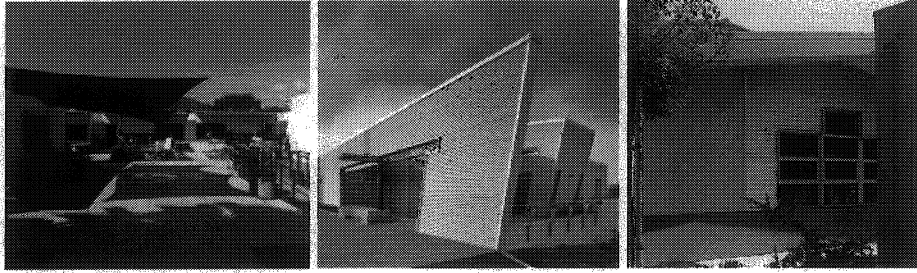
BIDDING + CONSTRUCTION ADMIN

CLOSE-OUT FOR MULTIPLE PROJECTS



4. SIMILAR PROJECTS

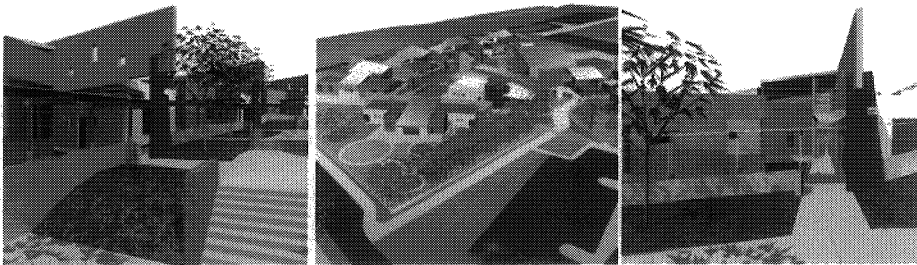
VENTURA UNIFIED SCHOOL DISTRICT DISTRICT-WIDE MODERNIZATION



A continuing relationship with VUSD began with the modernizations of 6 elementary and 3 middle schools, and has included high school modernization and new construction projects. All Elementary and Middle School modernizations have included classroom upgrades and site infrastructure improvements. A history of teamwork and on-budget and on-time projects has supported this valued and continuing relationship.

Reference	Final Construction Cost	Timeline
Ms. Terri Allison T. 805.289.7981 terri.allison@venturausd.org	\$23 million (modernization) \$2.7 million (new)	Architect Contract: 2001 - '05 Const. Completion: 2005 - '11

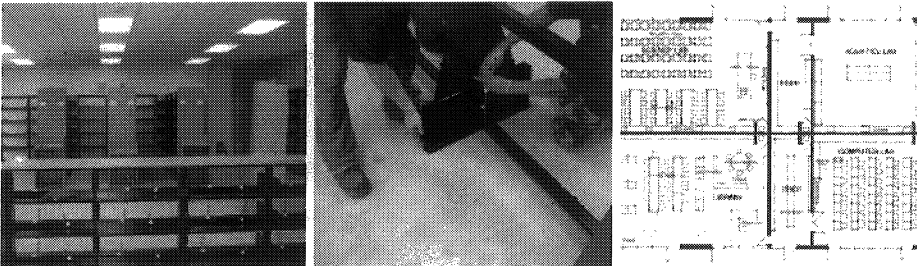
WESTSIDE ELEMENTARY SCHOOL



This new campus is designed for a large incoming kindergarten population, and focuses upon inherent flexibility within small learning centers that radiate around a central courtyard. The site offers opportunities for a citrus grove and learning gardens. This project remains unbuilt.

Reference	Final Construction Cost	Timeline
Ms. Terri Allison T. 805.289.7981 terri.allison@venturausd.org	\$16 million (est.)	Architect Contract: 2004 Const. Completion: N/A

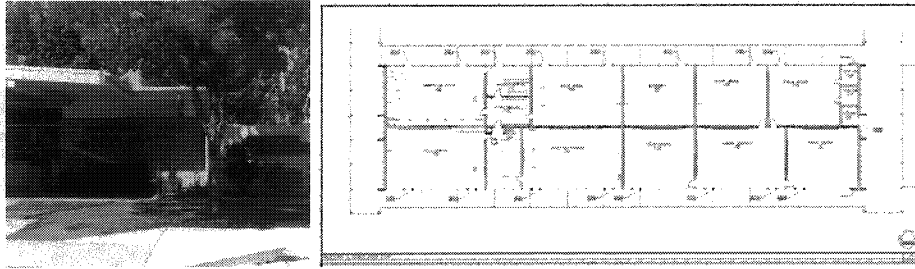
CONEJO VALLEY UNIFIED SCHOOL DISTRICT EARTH'S MAGNET MIDDLE SCHOOL



The reopening of this former elementary school site entailed its conversion to a magnet middle school focusing on science and mathematics. Previous elementary school classrooms were expanded and converted to science labs, a learning resource center and a computer lab. This empty site was converted in one phase under budget and ahead of schedule.

Reference	Final Construction Cost	Timeline
Mr. Jeff Baarstad T. 805.497.9511 jbaarstad@conejo.k12.ca.us	\$2.8 million	Architect Contract: 6/2008 Const. Completion: 7/2010

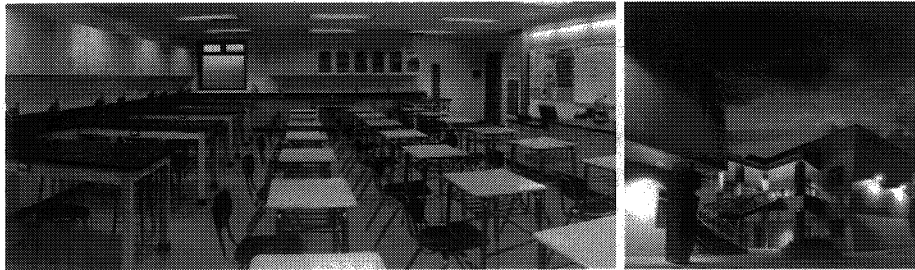
THOUSAND OAKS HIGH SCHOOL SCIENCE LABORATORIES MODERNIZATION



The phased modernization of science laboratories at Thousand Oaks High School took place in phases as a separate project following the modernization of the remaining campus and the completion of the new Performing Arts Center. This strategy followed a timeline for completing the work while remaining fully operational. These labs set a new standard for the District curriculum.

Reference	Final Construction Cost	Timeline
Mr. Jeff Baarstad T. 805.497.9511 jbaarstad@conejo.k12.ca.us	\$1.6 million	Architect Contract: 5/2002 Const. Completion: 7/2007

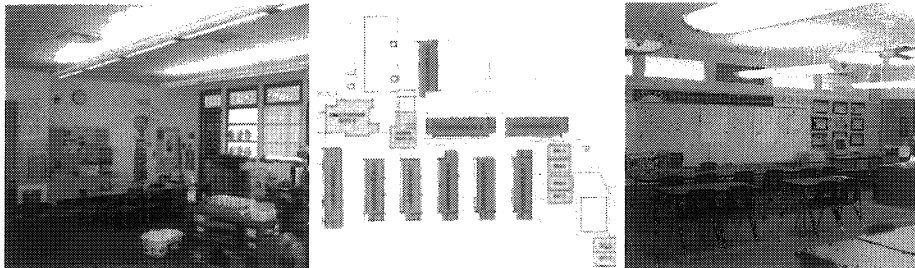
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
LA MIRADA HIGH SCHOOL SCIENCE BUILDING ADDITION



The La Mirada High School Classroom Addition is a 28,900 square foot two-story, science and technology building which has been placed on the perimeter of a circular inner campus plan. It represents the completion of a campus-wide modernization that relocates science classrooms to the new building addition and re-programs and renews the existing campus.

Reference	Final Construction Cost	Timeline
Ms. Isela Vazquez T. 562.868.0431 ivazquez@nlmusd.k12.ca.us	\$8.5 million (addition) \$5.2 million (modernization)	Architect Contract: 1/2003 Const. Completion: 1/2008

LOS COYOTES AND HUTCHINSON MIDDLE SCHOOL SCIENCE LAB MODERNIZATION
FOSTER ROAD, GARDEN HILL, LA PLUMA, EASTWOOD, AND ESCALONA ELEMENTARY
SCHOOLS KINDERGARTEN CLASSROOM MODERNIZATION

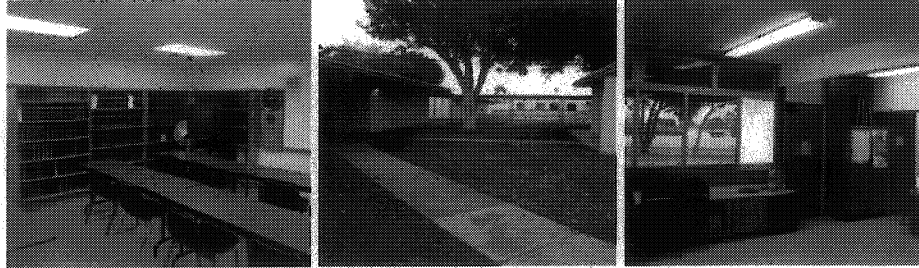


A District-wide modernization program has been accomplished over a period of nine years. Work proceeded in phases for each site to remain fully operational during construction. Budgets and schedules were developed with McCarthy Construction, and all goals were met successfully.

Reference	Final Construction Cost	Timeline
Ms. Isela Vazquez T. 562.868.0431 ivazquez@nlmusd.k12.ca.us	\$16 million (est.)	Architect Contract: 2000 -'03 Const. Completion: 2003 - '11



NEWPORT-MESA UNIFIED SCHOOL DISTRICT
MESA VERDE ELEMENTARY SCHOOL CONVERSION



This recently vacated elementary school site had housed a community college program, and is being converted to a magnet school. As the subject of repeated conversions, this site requires site infrastructure upgrades, the removal of relocatable classrooms, and the re-invention of science labs, and a library/resource center. Full ADA and FLS compliance will be achieved.

Reference	Final Construction Cost	Timeline
Mr. Paul Reed T. 714.424.7530 paulreed@nmusd.us	\$4.5 million (est.)	Architect Contract: 2013 Const. Completion: 2015 (est.)

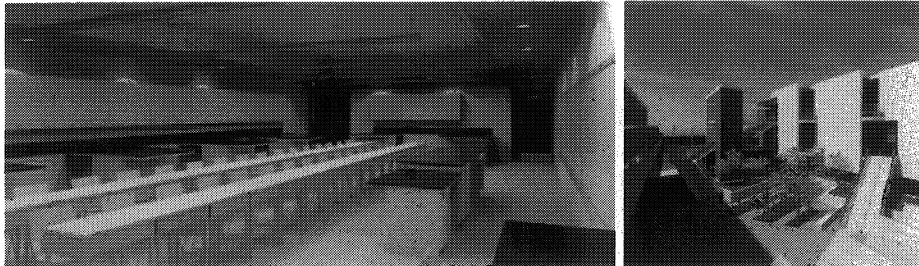
NEWPORT ELEMENTARY SCHOOL HISTORIC MODERNIZATION



This historic, oceanfront school modernization required sensitive upgrades for accessibility while retaining the beauty and exterior design integrity of this treasured school site. Improvements for fire and life safety, new technology, and interior and exterior access compliance have been accomplished.

Reference	Final Construction Cost	Timeline
Mr. Paul Reed T. 714.424.7530 paulreed@nmusd.us	\$4 million	Architect Contract: 9/2002 Const. Completion: 01/2007

CORONA DEL MAR MIDDLE SCHOOL ENCLAVE

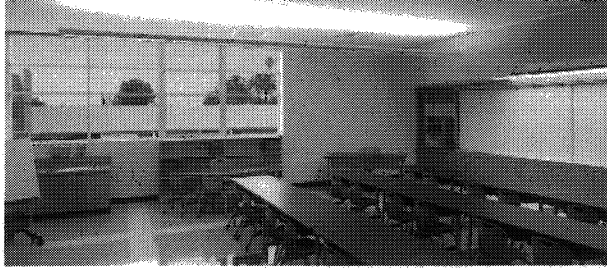


This new high tech facility incorporates classrooms and laboratories to house core middle school courses including science, math, english, and history along with an enhanced exploring technology lab and a satellite administrative facility.

Reference	Final Construction Cost	Timeline
Mr. Paul Reed T. 714.424.7530 paulreed@nmusd.us	\$12 million (award)	Architect Contract: 01/2011 Const. Completion: 8/2014 (est.)



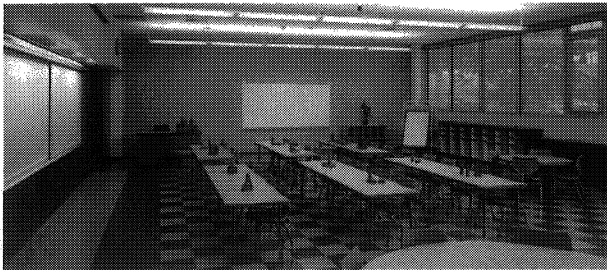
LOS ANGELES UNIFIED SCHOOL DISTRICT
ASPIRE JUANITA TATE ELEMENTARY ACADEMY



This elementary school campus serves 950 K-6 students, administrators and teaching staff. The high-density design solution consists of: a single story four-classroom kindergarten building with adjacent play area; a two-story 56,000 square foot classroom/administration building over a below-grade 87 car parking garage; and a joint-use multipurpose/kitchen building.

Reference	Final Construction Cost	Timeline
Mr. Nick Gillock T. 213.241.4156 nick.gillock@lausd.net	\$28.9 million	Architect Contract: 2/2006 Const. Completion: 8/2011

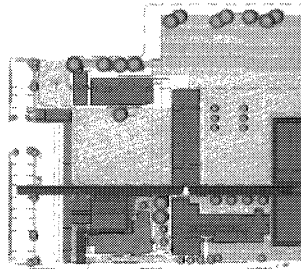
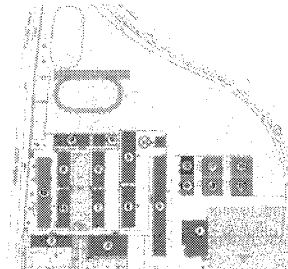
ELEMENTARY SCHOOL NO. 10



This campus provides the full spectrum of services for 650 K-5 students. These two-story buildings include: classrooms, administration, library, restrooms, teachers lounge and workrooms, and a multi-purpose room with stage and adjacent kitchen and server. A six-classroom kindergarten wing is adjacent to a kindergarten play field. Also included is a turf playfield, a hard court play area, a covered lunch shelter, a hard court play area, and parking and drop-off areas.

Reference	Final Construction Cost	Timeline
Mr. Craig Sprecher T. 323.231.0439 csprecher@ccorpusa.com	\$19.4 million	Architect Contract: 5/2008 Const. Completion: 7/2012

FACILITIES MASTER PLANS, 3 COMPLEXES



Dougherty + Dougherty completed the surveying of existing conditions and recommendations for future improvements of 7 elementary school sites for the Westchester Complex Master Plan, 14 elementary school sites for the Belmont Complex Master Plan, and 12 elementary school sites for the Fremont Complex Master Plan.

Reference	Final Construction Cost	Timeline
Mr. Carey Demas, AIA T. 213.241.4566 carey.demas@lausd.net	N/A	120 days for each complex



LAWNDALE ELEMENTARY SCHOOL DISTRICT

ADDAMS MIDDLE SCHOOL CONVERSION



This K-8 school has been converted to a middle school with the conversion of classrooms to science labs, reconfiguration of the library and computer lab, conversion of kindergartens to art and music labs, and the addition of prototype gymnasium and two-story classroom building. Site improvements include utility infrastructure improvements, and new parking and drop off areas.

Reference	Final Construction Cost	Timeline
Mr. John Vinke T. 310.973.1300 john_vinke@lawndale.k12.ca.us	\$2.6 million (conversion) \$7.4 million (additions)	Architect Contract: 4/2003 Const. Completion: 9/2007

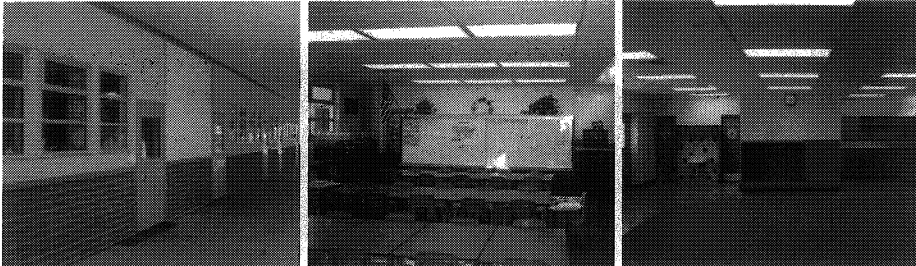
NEW LUCILLE SMITH ELEMENTARY SCHOOL



A 3-acre site is home to a new K-5 school with a separate administration/library/multi-purpose building, a two story classroom building, and a kindergarten building and play area. Two ground floor classrooms serve as art and music labs, and can be converted to future kindergarten classrooms with direct access to the kindergarten playground.

Reference	Final Construction Cost	Timeline
Mr. John Vinke T. 310.973.1300 john_vinke@lawndale.k12.ca.us	\$7 million	Architect Contract: 8/2001 Const. Completion: 5/2007

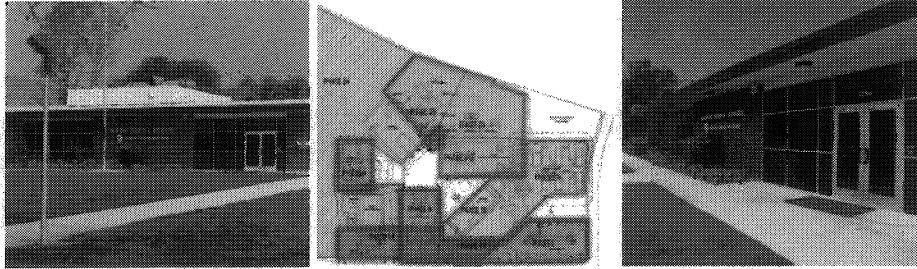
FDR AND BILLY MITCHELL ELEMENTARY SCHOOLS MODERNIZATION



As a part of a District-wide modernization program, Billy Mitchell and Franklin D. Roosevelt Elementary Schools were modernized in phases to remain operational during construction. Site infrastructure improvements and modular preschool classroom placements were built during the summer. Each campus received site-wide IT, ADA, FLS, HVAC and finish improvements.

Reference	Final Construction Cost	Timeline
Mr. John Vinke T. 310.973.1300 john_vinke@lawndale.k12.ca.us	\$1.6 million (Billy Mitchell) \$2.3 (FDR)	Architect Contract: 2002 Const. Completion: 2007

BONITA UNIFIED SCHOOL DISTRICT
RAMONA MIDDLE SCHOOL



The modernization of Ramona Middle School included all new site infrastructure improvements, all classroom upgrades including science labs, all HVAC, ADA, IT and FLS improvements. This work included the placement and removal of interim housing, with work done in 4 phases on-time and on-budget to remain continuously operational during construction.

Reference	Final Construction Cost	Timeline
Ms. Ann Sparks T. 909.971.8320 sparks@bonita.k12.ca.us	\$5.3 million	Architect Contract: 4/2008 Const. Completion: 12/2009

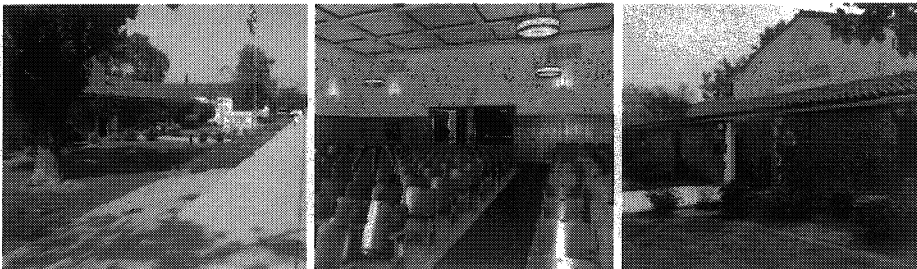
ROYNON ELEMENTARY SCHOOL



Roynon Elementary school received campus-wide improvements to infrastructure, upgrades to all classrooms including kindergartens, and IT, HVAC, ADA and FLS improvements. This 1960's campus had not had any significant improvements until 2008, and required new roofing window and door replacements as a part of a phased on-time construction program.

Reference	Final Construction Cost	Timeline
Ms. Ann Sparks T. 909.971.8320 sparks@bonita.k12.ca.us	\$3.3 million	Architect Contract:4/2008 Const. Completion: 6/2009

LA VERNE HEIGHTS ELEMENTARY SCHOOL



La Verne Heights Elementary School is a historic site which required a sensitive approach to new air conditioning, ADA improvements, IT upgrades, and FLS automatic systems. Four new modular classrooms were located first to support interim housing for phased construction, and then retained. Kindergarten classrooms were remodeled to be at a par with other District facilities.

Reference	Final Construction Cost	Timeline
Ms. Ann Sparks T. 909.971.8320 sparks@bonita.k12.ca.us	\$1.8 million (modernization) \$500,000 (addition)	Architect Contract: 4/2008 Const. Completion: 12/2009



EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:

Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

- (a) Completed site plan.
- (b) Completed floor plans, elevations and sections.
- (c) Architectural details and large blow-ups completed.
- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.

(ii) Structural:

- (a) Structural floor plans and sections with detailing completed.
- (b) Structural calculations completed.

(iii) Mechanical:

- (a) Large scale mechanical details complete.
- (b) Mechanical schedules for equipment completed.
- (c) Completed electrical schematic for environmental cooling and exhaust equipment.
- (d) Complete energy conservation calculations and report.

(iv) Electrical:

- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
- (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special system components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the 50% Construction Document Estimate.

(vii) Specifications:

(a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

(b) Coordination of the development of specifications by other disciplines.

(c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

(i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.

(ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"
INVOICE APPROVAL FORM

DATE:

Project No. 1: Kindergarten Reconfiguration and Science Laboratories

Architect of Record: Dougherty + Dougherty Architects, LLP

Dougherty + Dougherty Architects, LLP has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and Executive Director of Facilities, Jorge Gutierrez.

By signing below, a representative of Dougherty + Dougherty Architects, LLP, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and is an accurate representation of the percent work completed for the phase identified in the invoice.

Dougherty + Dougherty Architects, LLP

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Jorge Gutierrez
Executive Director, Oxnard School District

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

BOARD AGENDA ITEM

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: July 23, 2014

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

TITLE: Approval of Agreement #14-41 Budlong & Associates, Inc

Budlong & Associates will conduct an on-site assessment of Ritchen School’s HVAC system and provide a recommendation for improvements to correct any deficiencies including construction cost estimates for the selected recommendation.

FISCAL IMPACT:

\$6,540 – Deferred Maintenance funds

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board approve Agreement #14-41 with Budlong & Associates, Inc not to exceed \$6,540.

ADDITIONAL MATERIAL(S):

- 1. Budlong & Associates Proposal**
- 2. Agreement #14-41**

DISTRICT GOAL(S):

Provide Quality School Facilities to Meet the Needs of the Students and Staff.



BUDLONG & ASSOCIATES, INC.

☒ 400 WEST VENTURA BLVD, SUITE 240
CAMARILLO, CALIFORNIA 93010
(805) 987-4001

☐ 315 ARDEN AVENUE, SUITE 23
GLENDALE, CALIFORNIA 91203
(818) 638-8780

Larry Cross, Assistant Director of Facilities
Oxnard School District
1055 South C Street
Oxnard, CA 93030
em: lcross@oxnardsd.org
ph: 805.385.1514x2505

June 18, 2014
B&A Proposal #P14-091 Rev. 1

Reference: Emilie Ritchen ES - HVAC Assessment Report

Budlong & Associates, Inc. (“B&A”) is pleased to submit this proposal to provide mechanical, electrical, and plumbing (“MEP”) professional engineering services for the reference project. This proposal is based on information related to B&A staff via telephone calls and in-person meetings during the week of May 26th, 2014. The project site is located at 2200 Cabrillo Way in Oxnard, CA.

General Background

Emilie Ritchen ES is a twenty-two year-old campus currently served by a four-pipe chilled/hot water plant. The central systems consist of one 75-ton chiller, one 750 MBH conventional boiler, and associated water circulation and treatment equipment. Spaces are served by cooling-only central air handling units with VAV terminal reheat. Campus staff have reported to the District that both cooling and heating service is insufficient, particularly in the western wing of the main campus building.

OSD staff have indicated that the system was originally designed with an ice harvesting system, and that all of the air-moving systems continue to have chilled water coils sized to operate at the lower temperatures generated by the ice plant. Additionally, OSD staff have estimated the total load for the facility at around 150 tons of refrigeration, in contrast to the 75 tons of refrigeration currently installed.

The existing chiller, air handlers, and boilers have all been recently replaced. OSD staff requests that this equipment be reused to whatever extent possible.

Scope of Work

In general, B&A will perform an on-site assessment of the installed HVAC systems, review record drawings, compare the data gathered with average load estimates based on ASHRAE check data, and provide a recommendation for a future improvement project to correct any deficiencies in the installed systems.

Specific tasks include:

1. Perform on-site assessment of installed HVAC equipment throughout the campus. Individual VAV observation may be unnecessary if sufficient record drawings are available.
2. Review record drawings provided by OSD.
3. Estimate the HVAC loads throughout the campus using ASHRAE check data.
4. Work with OSD staff to select a recommendation for a future HVAC improvement project.
5. Evaluate the impact to on-site utilities such as gas and electric service.
6. Provide an “order of magnitude” construction cost estimate for the selected recommendation.
7. Prepare a report detailing the data gathered, B&A’s assessment of the HVAC systems, the recommendation selected, and its ROM construction cost.

Exclusions

- Individual VAV observation is not included in this scope. Such service can be provided at an additional fee.
- Detailed load calculations are not included in this scope.
- All design services are excluded from this scope.

Contract Fee

Budlong & Associates will perform the above tasks for the fixed fee of **\$6,540**.

Fee Schedule

Percentages given below reflect portions of the total contract price.

- Retainer due on contract acceptance: 15%
- Installment due at first draft submittal: 45%
- Final payment due at final report submittal: 40%

We welcome the opportunity to present you with this proposal and look forward to serving you on this assignment. Feel free to contact us by phone or e-mail should you require additional information.

Sincerely,

Budlong & Associates, Inc.



James A. Jordan, P.E., President, Chief Mechanical Engineer

CC: Andrew Wilkinson, E.I.T., Senior Mechanical Designer

Accepted By: _____ Date: _____

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 7/23/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

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

Award of Field Contract #FC-P15-00121 – Asphalt Repair Project (Gutierrez)

Proposals were solicited for Field Contract #FC-P15-00121, Asphalt Repair Project, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Wednesday, June 18, 2014. The scope of work involves asphalt repair at Lemonwood, McKinna and Soria Schools.

It is requested that the Board of Trustees award Field Contract #FC-P15-00121 to Mission Paving & Sealing Inc., in the amount of \$34,985.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$34,985.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, that the Board of Trustees award Field Contract #FC-P15-00121, Asphalt Repair Project, in the amount of \$34,985.00 to Mission Paving & Sealing Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-00121, Mission Paving & Sealing Inc. (2 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-P15-00121

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT made July 23, 2014, between MISSION PAVING AND SEALING INC. ("Contractor") and the Oxnard School District ("District," and collectively, "the Parties").

A. The District agrees, in consideration of the performance of this agreement by Contractor, to pay or cause to be paid to contractor the sum of THIRTY FOUR THOUSAND NINE HUNDRED EIGHTY FIVE Dollars (\$ 34,985.00) payable in 1 progress payments, subject to additions and deductions as provided in this agreement.

B. The work to be performed by Contractor shall consist of: *PER ATTACHED SCOPE OF WORK AND PROPOSAL DATED 6/18/14

C. Contractor agrees to commence the work within ** calendar days after receiving notification (NTP) to do so 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. **WORK TO BEGIN JULY 24, 2014 AND BE COMPLETED BY AUGUST 8, 2014**

D. All work must be completed within the time limits set forth in this Contract. The parties agree that damages for the failure of the Contractor to complete the total work within the time limits required are impossible to ascertain but that the sum of ONE HUNDRED Dollars (\$ 100.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, 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" on the front and back of this page.

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.

G. PREVAILING WAGE RATES: Contractor shall adhere to the prevailing wage determinations made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 1-5. Prevailing wage rates apply to public works over \$1000. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department.

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
Specifications
Drawings
Supplemental Conditions
Subcontractor List
Certificates / Liability Insurance
Certificates / Workers Compensation Insurance
Performance Bond
Purchase Order No. P15-00121
Proposal dated 6/18/14
Other Payment Bond

CONTRACTOR TO FILL IN THE FOLLOWING:

Firm Name Mission Paving and Sealing, Inc. Date 6/20/2014
Signature [Signature] Telephone (626) 452-8200
Title President Fax No. (626) 452-9200
Firm Address 12747 Schabarum Ave., Irwindale, Ca 91706 Contractor's License No. 624257
License Class C8, C12, C27
Tax I.D. No. 95-4051800

FOR DISTRICT USE ONLY

Project Manager LARRY CROSS/JORGE GUTIERREZ Date
Signature Funding Source DEFERRED MAINTENANCE

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: The 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.
3. LABOR, MATERIALS, AND EQUIPMENT: The 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.
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.
5. TERMINATION: The District may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work if the 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.

"CONDITIONS CONTINUED ON BACK"

MISSION PAVING AND SEALING, INC.

PHONE: (626) 452-8200 • FAX NO: (626) 452-9200



FACSIMILE TRANSMITTAL SHEET

TO: LISA A. FRANZ	FROM: Vince Gruidl
COMPANY: OXNARD SCHOOL DISTRICT	BID DATE: JUNE 18, 2014 @ 10AM
PHONE:	TOTAL NO. OF PAGES INCLUDING COVER: 1
EMAIL:	CITY: OXNARD
RF: FIELD CONTRACT PROPOSAL for the ASPHALT REPAIR PROJECT	ADDRESS: 3 SCHOOLS

PROPOSAL:

PAGE 1 OF 1

FURNISH AND INSTALL ASPHALT AT 3 SCHOOLS (LEMONWOOD SCHOOL, McKINNA SCHOOL and SORIA SCHOOL) PER MANDATORY JOB WALK ON JUNE 11th, 2014 AT 10AM.

LUMP SUM = \$ 34,985.00

BID BREAKDOWN AS FOLLOWS:

- 1) LEMONWOOD = \$ 14,855.00
- 2) McKINNA = \$ 9,135.00
- 3) SORIA = \$ 10,995.00

TOTAL = \$ 34,985.00

NOTES:

Price based on one move in, full area closures, weekday work, regular work hours and prevailing wages.

Bid price good through: August 2014

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 7/23/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

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

Award of Field Contract #FC-P15-00104 – Bathroom Partition Replacement Projects (Gutierrez)

Proposals were solicited for Field Contract #FC-P15-00104, Bathroom Partition Replacement Projects, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Friday, June 13, 2014. The scope of work involves the replacement of bathroom partitions at Ramona & Marina West Schools.

It is requested that the Board of Trustees award Field Contract #FC-P15-00104 to John Pence Building Specialties Inc., in the amount of \$32,100.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$32,100.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, that the Board of Trustees award Field Contract #FC-P15-00104, Bathroom Partition Replacement Projects, in the amount of \$32,100.00 to John Pence Building Specialties Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-00104, John Pence Building Specialties Inc. (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-P15-00104

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT made July 23, 2014, between JOHN PENCE BUILDING SPECIALTIES INC. ("Contractor") and the Oxnard School District ("District," and collectively, "the Parties").

A. The District agrees, in consideration of the performance of this agreement by Contractor, to pay or cause to be paid to contractor the sum of THIRTY-TWO THOUSAND ON HUNDRED Dollars (\$ 32,100.00) payable in 1 progress payments, subject to additions and deductions as provided in this agreement.

B. The work to be performed by Contractor shall consist of: *PER ATTACHED SCOPE OF WORK AND PROPOSAL DATED 6-12-14

C. Contractor agrees to commence the work within ** calendar days after receiving notification (NTP) to do so 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.**WORK TO BEGIN 7/24/14 AND BE COMPLETED BY 8/16/14

D. All work must be completed within the time limits set forth in this Contract. The parties agree that damages for the failure of the Contractor to complete the total work within the time limits required are impossible to ascertain but that the sum of ONE HUNDRED Dollars (\$ 100.00) per day is a reasonable estimate.

E. This Contract includes the terms and conditions provided hereinafter under the heading "General Conditions" on the front and back of this page.

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.

G. PREVAILING WAGE RATES: Contractor shall adhere to the prevailing wage determinations made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 1-5.

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:

Table with 3 columns: Item, Contractor's selection (X), and Description. Items include Scope of Work, Specifications, Drawings, Supplemental Conditions, Subcontractor List, Certificates / Liability Insurance, Certificates / Workers Compensation Insurance, Performance Bond, Purchase Order No., Proposal dated, and Other Payment Bond.

CONTRACTOR TO FILL IN THE FOLLOWING:

Contractor information fields: Firm Name (John Pence Building Specialties Inc), Signature (Matt Whitecomb), Title (President), Firm Address (535 South C St, Oxnard CA 93030), Date (6-23-14), Telephone (805) 642-8139, Fax No. (805) 642-13712, Contractor's License No. 403822, License Class B, C-61, D-34, Tax I.D. No. 95-3252911

FOR DISTRICT USE ONLY

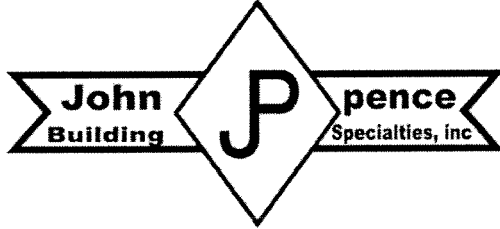
District use fields: Project Manager (Larry Cross), Date, Signature, Funding Source (DEFERRED MAINTENANCE)

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: The 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.
3. LABOR, MATERIALS, AND EQUIPMENT: The 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, materialmen, suppliers, and subcontractors, and in conformity 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: The District may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work if the 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 orders 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 the District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had contractor completely performed the work, Contractor shall immediately pay the amount of excess to the District, failing which recourse may be made immediately to Contractor's bond. In case the District requires Contractor to discontinue work under this agreement as provided in this agreement, Contractor agrees to waive and hereby does waive all claims against the District for profits, loss, or damages on the uncompleted work.

"CONDITIONS CONTINUED ON BACK"

BID PROPOSAL (Revised)



JOHN PENCE BUILDING SPECIALTIES, INC.
535 SOUTH C ST. OXNARD, CA 93030
MAILING: PO BOX 7159, OXNARD, CA 93036
PHONE: 805.642.8139
FAX: 805.642.3712
E-MAIL: INFO@JPBSI.COM
LICENSE # 403822 B, C-61, D-34

To:	OXNARD SCHOOL DISTRICT	Date:	6-12-2014
Attention:	LISA A FRANZ, LARRY CROSS	Pages:	(INCLUDING COVER) 3
Fax:	805-240-7582	Phone:	805-385-1501
Job:	FIELD CONTRACT PROPOSAL, BATHROOM PARTITION REPLACEMENT @ MARINA WEST & RAMONA SCHOOLS	Quoted by:	MATT WHITECOMB, AHC

We are pleased to provide a quote for:

Toilet Partitions & ADA Accessories (Per Scope of Work outlined on Field Contract Proposal)

Ramona School:

- Includes:
- Remove and Re-install Existing HDPE Toilet Compartments in restrooms # 1001, 1002, 901, 902, 802, 803, 703, & 704. Re-use Existing Plastic Brackets and Keepers,
 - Replace all Pilaster Shoes (With S.S.), Aluminum Door Hinges and Latches w/ New (24 stalls total)
 - Furnish & Install 4ea- HDPE Privacy Screen w/ floor to ceiling pilaster support

Marina West:

- Includes:
- Furnish & Install 6ea- HDPE Toilet Compartments, Floor Mounted Headrail Braced, Continuous Aluminum Brackets, Stainless Steel Shoes, Aluminum Hardware
 - Furnish & Install 1ea- HDPE Privacy Screen w/ floor to ceiling pilaster support

Notes:

- New partitions to be "Comtec" Black Paisley
- Existing ADA Grab Bars to be Re-used
- Existing Toilet Accessories to be removed and turned over to District
- New Toilet Accessories will be installed by the District.
- Owner will provide local lay down area at each facility for secure storage of material
- District to clean partitions prior to demo
- Backing @ Ceilings for Urinal Screens to be provided by Contractor

Ramona Furnish & Install (Prevailing Wage)	\$ 24,800.00
Marina West Furnish & Install (Prevailing Wage)	\$ 7,300.00
Total Furnish & Install (Prevailing Wage)	\$ 32,100.00

If Payment & Performance Bond is not required, you may Deduct \$1,400.00 from above proposal

THIS BID TO BE MADE PART OF ANY CONTRACT

Terms & Conditions

Payment to be made per invoice as work progresses to the value of One Hundred Percent (100%) of all work completed subject to Prior Credit approval through our billing dept. Deposit may be required prior to ordering of any material. Check, Cash, Visa, M/C and American express accepted. The entire amount of contract to be paid within 20 days after completion.

Any money past due for more than thirty days from Owner to Contractor is subjected to a late service charge at the rate of one and one half percent (1-1/2%) per month.

Any alterations or deviation from above specifications involving extra costs of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this proposal/contract.

All arrangements must be made in writing. This proposal/contract is valid for 90 days only, void if not accepted within specified time.

If either party becomes involved in litigation arising out of this proposal/contract or the performance thereof, the court in such litigation or in separate suit shall award actual costs and attorney fees incurred in good faith to the prevailing party.

Orders placed with our suppliers cannot be cancelled, changed or put on hold, except with our approval and under terms that will indemnify us against loss.

Because the material ordered for this job is special in nature and ordered specifically for this for this project, it cannot be returned for credit.

Claims for shipment shortages and/or damage must be made in writing and delivered to John Pence BSI within 10 business days after delivery to jobsite.

We cannot be held liable for delays caused by strikes, acts of God, Terrorism, or other actions beyond our control.

We will replace items found to be defective under normal manufacturer's warranty upon written notice, however we will not be held liable for damages, delay or any claim for additional change involved by any other trade or user of the product.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board
1020 N Street
Sacramento, CA 95814

Respectfully Submitted,
Matt Whitecomb, President
John Pence Building Specialties, Inc.
535 South C St, Oxnard, CA 93030
Ph: (805) 642-8139
Fax: (805) 642-3712
CA Contractor's License # 403822

ACCEPTANCE:

John Pence Building Specialties, Inc. is hereby authorized to furnish all materials required to complete the work mentioned in proposal/contract above, for which we agree to pay the amount mentioned in said proposal/contract, and according to the terms stated thereof.

Accepted: _____ Date: _____
Printed Name: _____ Title: _____

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 7/23/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

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

Award of Field Contract #FC-P15-00107 – Paint Project – Frank School (Gutierrez)

Proposals were solicited for Field Contract #FC-P15-00107, Paint Project – Frank School, pursuant to the Uniform Public Construction Cost Accounting Act. Five proposals were received on Tuesday, June 17, 2014. The scope of work involves the painting of six (6) Science Labs at Frank School.

It is requested that the Board of Trustees award Field Contract #FC-P15-00107 to Piana Construction & Painting Inc., in the amount of \$6,800.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$6,800.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, that the Board of Trustees award Field Contract #FC-P15-00107, Paint Project – Frank School, in the amount of \$6,800.00 to Piana Construction & Painting Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-00107, Piana Construction & Painting Inc. (2 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-P15-00107

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT made July 23, 2014, between PIANA CONSTRUCTION & PAINTING INC. ("Contractor") and the Oxnard School District ("District," and collectively, "the Parties").

A. The District agrees, in consideration of the performance of this agreement by Contractor, to pay or cause to be paid to contractor the sum of SIX THOUSAND EIGHT HUNDRED Dollars (\$6,800.00) payable in 1 progress payments, subject to additions and deductions as provided in this agreement.

B. The work to be performed by Contractor shall consist of: *SEE ATTACHED SCOPE OF WORK & PROPOSAL DATED 6/17/14

C. Contractor agrees to commence the work within ** calendar days after receiving notification (NTP) to do so 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. **WORK TO BEGIN JUNE 30, 2014 AND BE COMPLETED BY JULY 16, 2014**

D. All work must be completed within the time limits set forth in this Contract. The parties agree that damages for the failure of the Contractor to complete the total work within the time limits required are impossible to ascertain but that the sum of ONE HUNDRED Dollars (\$100.00) per day is a reasonable estimate.

E. This Contract includes the terms and conditions provided hereinafter under the heading "General Conditions" on the front and back of this page.

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.

G. PREVAILING WAGE RATES: Contractor shall adhere to the prevailing wage determinations made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 1-5.

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:

Table with 3 columns: Item, Contractor's selection (X/blank), and District's selection (X/blank). Items include Scope of Work, Specifications, Drawings, Supplemental Conditions, Subcontractor List, Certificates / Liability Insurance, Certificates / Workers Compensation Insurance, Performance Bond, Purchase Order No. P15-00107, Proposal dated 6/17/14, and Other.

CONTRACTOR TO FILL IN THE FOLLOWING:

Firm Name: JOSEPH PAPADOPULOS
Signature: [Handwritten Signature]
Title: CHIEF OPERATIONS OFFICER
Firm Address: 16362 BARNESTON ST. GRANADA HILLS, CA 91344
Date: 06/23/2014
Telephone: (818) 488-1740
Fax No.: (818) 488-1741
Contractor's License No.: 731555
License Class: B, CAB
Tax I.D. No.: 95-4611690

FOR DISTRICT USE ONLY

Project Manager: LARRY CROSS/JORGE GUTIERREZ
Date:
Signature:
Funding Source: DEFERRED MAINTENANCE

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: The 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.
3. LABOR, MATERIALS, AND EQUIPMENT: The 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, materialmen, suppliers, and subcontractors, and in conformity 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: The District may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work if the 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 orders 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 the District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had contractor completely performed the work, Contractor shall immediately pay the amount of excess to the District, failing which recourse may be made immediately to Contractor's bond. In case the District requires Contractor to discontinue work under this agreement as provided in this agreement, Contractor agrees to waive and hereby does waive all claims against the District for profits, loss, or damages on the uncompleted work.

"CONDITIONS CONTINUED ON BACK"



Piana Construction & Painting Inc.

CSLB License No. 731555

Proposal

June 17, 2014

Interior Painting at Frank Middle School

We are pleased to submit the following proposal **per specs**:

Total cost of the job including materials, labor and equipment is Six thousand eight hundred and 00/100 Dollars (6,800.00).

All materials are guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements, contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Signature: _____ **Joseph Papadopoulos** _____

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Signature: _____ Date: _____

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 7/23/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

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

Award of Field Contract #FC-P15-00105 – Wrought Iron Fence Project (Gutierrez)

Proposals were solicited for Field Contract #FC-P15-00105, Wrought Iron Fence Project, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Friday, June 20, 2014. The scope of work involves the installation of wrought iron fencing at Ramona & Soria Schools.

It is requested that the Board of Trustees award Field Contract #FC-P15-00105 to Fence Factory, in the amount of \$14,791.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$14,791.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, that the Board of Trustees award Field Contract #FC-P15-00105, Wrought Iron Fence Project, in the amount of \$14,791.00 to Fence Factory.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-00105, Fence Factory (2 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-P15-00105

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT made July 23, 2014, between FENCE FACTORY ("Contractor") and the Oxnard School District ("District," and collectively, "the Parties").

A. The District agrees, in consideration of the performance of this agreement by Contractor, to pay or cause to be paid to contractor the sum of FOURTEEN THOUSAND SEVEN HUNDRED NINETY ONE Dollars (\$14,791.00) payable in 1 progress payments, subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full for all costs incurred by Contractor under this agreement, including but not limited to the cost incurred for Social Security, Unemployment, Sales, Use and all other taxes.

B. The work to be performed by Contractor shall consist of: *PER ATTACHED SCOPE OF WORK AND PROPOSAL DATED 6/18/14

C. Contractor agrees to commence the work within ** calendar days after receiving notification (NTP) to do so 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. **WORK TO BEGIN JULY 24, 2014 AND BE COMPLETED BY AUGUST 16, 2014**

D. All work must be completed within the time limits set forth in this Contract. The parties agree that damages for the failure of the Contractor to complete the total work within the time limits required are impossible to ascertain but that the sum of ONE HUNDRED Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, 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" on the front and back of this page.

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: Contractor shall adhere to the prevailing wage determinations made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 1-5. Prevailing wage rates apply to public works over \$1000. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. The Contractor shall post these rates at the job site. Contractor shall ensure that subcontractors adhere to this provision. Certified payrolls are subject to inspection for compliance.

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:

Table with 3 columns: Contractor's actions (checked), District's actions (checked), and other items. Includes Scope of Work, Specifications, Drawings, Supplemental Conditions, Subcontractor List, Certificates / Liability Insurance, Certificates / Workers Compensation Insurance, Performance Bond, Purchase Order No. P15-00105, Proposal dated 6/18/14, and Other.

CONTRACTOR TO FILL IN THE FOLLOWING:

Firm Name: Fence Factory, Date: 06/23/14
Signature: [Handwritten Signature], Telephone: 8056423249
Title: Vice President, Fax No.: 8056421374
Firm Address: 1606 Los Angeles Ave Ventura CA 93004, Contractor's License No.: 275524 A-C-13
License Class: A, C-13, Tax I.D. No.: 952759302

FOR DISTRICT USE ONLY

Project Manager: LARRY CROSS/JORGE GUTIERREZ, Date:
Signature: , Funding Source: DEFERRED MAINTENANCE

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: The 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.
3. LABOR, MATERIALS, AND EQUIPMENT: The 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, materialmen, 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: The District may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work if the 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 orders 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 the District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had contractor completely performed the work, Contractor shall immediately pay the amount of excess to the District, failing which recourse may be made immediately to Contractor's bond. In case the District requires Contractor to discontinue work under this agreement as provided in this agreement, Contractor agrees to waive and hereby does waive all claims against the District for profits, loss, or damages on the uncompleted work.

"CONDITIONS CONTINUED ON BACK"



WEB ADDRESS: WWW.FENCEFACTORY.COM PROPOSAL & CONTRACT

Contractors License No. 276524

Work Order No. :

DATE: 6/18/2014

MATERIAL SALES AND CONTRACTING BRANCHES THROUGHOUT THE TRI-COUNTIES

1-800-61 FENCE

AGOURA DIVISION 29414 Riverside Dr. Agoura, CA 91301 Ph. (818) 888-2240 Fax (805) 497-5470

GOLETA DIVISION 80 S. Kelllogg Goleta, CA 92317 Ph. (805) 996-2617 Fax (805) 997-0320

RENTALS DIVISION 1441 Colburn Rd. Vanuys, CA 92002 Ph. (805) 944-8017 Fax (805) 944-0308

X VENTURA DIVISION 1808 Los Angeles Ave. Berkeley, CA 94704 Ph. (925) 405-9831 Fax (925) 842-1974

SANTA MARIA DIVISION 2709 Santa Maria Way Santa Maria, CA 93456 Ph. (805) 928-5848 Fax (805) 928-4990

ATASCADERO DIVISION 2080 El Camino Real Atascadero, CA 93422 Ph. (805) 482-1389 Fax (805) 482-1307

Proposal Submitted: OXNARD SCHOOL DISTRICT Address: 1051 SOUTH A. STREET

City: OXNARD CA Zip Code: 93020 Phone: 805 290-8143
 Job Locations: RAMONA ELEMENTARY Job Phone: 805 385-1501 ext. 2414
 Job Name: LISA FRANZ Fax: 805 240-7582
 Job Contact: LARRY CROSS SORIA ELEMENTARY E-mail: lcross@oxnardsd.org

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

(RAMONA ELEMENTARY SCHOOL)
 INSTALL APPROX. 35 LINEAR FEET OF 8' HIGH BLACK BETA BRAND 2' RAIL SUMMITT STYLE TUBULAR STEEL FENCING.(THE FENCE PANELS WILL BE CLAMPED TO THE POSTS) \$ 6,516.00
 INSTALL (1) 8' WIDE X 8' HIGH DOUBLE DRIVE GATE TO MATCH THE FENCING.
 POSTS ARE 3" SQUARE 12 GAUGE CORE DRILLED INTO THE EXISTING CONCRETE AREA AND SECURED WITH A QUICK SET CEMENT MIX.

THE PANELS HAVE A 2" FORMED CHANNEL X 13 GAUGE WITH 1" SQUARE 14 GAUGE PICKETS SET APPROX. 4" O.C.
 THE GATE WILL BE DESIGNED TO HAVE A SINGLE DROP ROD TO SECURE THE GATE LEAF. (NO EXIT DEVICE OR KICK PLATE)

(SORIA ELEMENTARY SCHOOL)
 INSTALL APPROX. 20 LINEAR FEET OF 8' HIGH HEAVY GALVANIZED REGAL STYLE FENCING. \$ 8,275.00
 INSTALL (1) 8' WIDE X 8' HIGH DOUBLE DRIVE GATE TO MATCH THE FENCING AND TO BE EQUIPPED WITH AN EXIT DEVICE, A 10" KICK PLATE, A CLOSER DEVICE AT THE TOP AND EXPANDED METAL SHEETING.

(1) NEW 4" SQUARE POST WILL BE INSTALLED AND THE EXISTING 4" SQUARE POSTS WILL BE USED TO WELD THE PANELS TO.
 THE PANELS WILL BE MADE WITH A 2" SQUARE FRAMEWORK AND 1" SQUARE VERTICAL PICKETS SET APPROX. 4" O.C.

(THIS PROPOSAL IS BASED ON PREVAILING WAGE RATES) TOTAL: \$ 14,791.00
 * NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY.*

" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING " NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTIONS Dollars as follows

3. Work will begin on approximately: _____
4. Work will be completed on approximately: _____

5. This proposal is void if not accepted within: 30 days of Proposal and Contract.
50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)

ACCEPTANCE: _____ BY: _____

ACCEPTANCE: FENCE FACTORY BY: R. CROXEN

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY, CALIFORNIA BY: _____ COMPANY, CORPORATION OR OWNER
DATED 2014

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.

PRINT NAME

PRINT TITLE

SIGNATURE

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi/CFW

Date of Meeting: 7/23/14

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

APPROVAL OF RESOLUTION #14-05 OF THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING THE FILING OF A CHANGE REQUEST FOR A COUNTY-DISTRICT-SCHOOL (CDS) CODE; ADOPTING GRADE RECONFIGURATION FOR K-5, K-8, AND 6-8 MIDDLE SCHOOLS; AND, AUTHORIZING SUBMISSION OF FUNDING REQUEST APPLICATIONS TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) RELATED THERETO (Kawaguchi/CFW)

The Oxnard School District Board of Trustees, at the January 16, 2013 regular meeting, approved a plan to modify the grade configurations of all District school sites from:

K-6 Elementary to K-5 Elementary (11 schools) or K-8 Elementary (5 schools),
7-8 Intermediate to 6-8 Middle Schools (3 schools)

The proposed grade reconfiguration plan is central to the District Facilities Implementation Plan approved at the January 16, 2013 meeting. As part of the grade reconfigurations, all schools in the District, except Soria, will be reconfigured as follows:

1. Current K-6 elementary schools reconfigured to K-5 elementary schools
 - a. Brekke
 - b. Elm
 - c. Harrington
 - d. Marina West
 - e. Marshall
 - f. McAuliffe
 - g. Ramona
 - h. Ritchen
 - i. Rose
 - j. Sierra Linda

2. Current K-6 elementary schools reconfigured to K-8 elementary schools
 - a. Chavez
 - b. Curren
 - c. Driffill (*note: grade reconfiguration approved June 5, 2013 under Resolution #12-41*)
 - d. Kamala
 - e. Lemonwood

3. Current 7-8 intermediate schools reconfigured to 6-8 middle schools
 - a. Frank
 - b. Fremont
 - c. Haydock

The proposed resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to reconfigure all school sites in the District, except Soria, as reflected above. Soria's K-8 program is currently in operation and has served as a model for the District to prove that the K-8 model is desired by the community, reflected by the overwhelming demand from Oxnard families to enroll their children in the only K-8 program currently in operation.

The Resolution authorizes District staff to file with the California Department of Education a change request for a County-District-School (CDS) Code and all other necessary documents necessary to accomplish the grade configuration conversions. The Resolution also authorizes District staff, in conjunction with Caldwell Flores Winters, Inc. ("CFW"), to file funding request applications, using the reconfigured CDS codes, to the Office of Public School Construction (OPSC) as appropriate to obtain State Aid grants to support the various projects that are planned for the school sites as part of the Facilities Implementation Plan.

It should be noted that while the Driffill school site is referred to above, and mentioned in the proposed Resolution, this school site's grade reconfiguration was approved on June 5, 2013 with the Board's adoption of Resolution #12-41. Subsequently, the District completed the CDS code filing for the Driffill school site, and as such, no further action is required for the Driffill school site. For all other sites indicated above, the appropriate actions will be required by District staff and CFW to request a change of CDS code for each site, and to request funds from OPSC in support of the approved Facilities Implementation Plan.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Education Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees adopt RESOLUTION #14-05 OF THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING THE FILING OF A CHANGE REQUEST FOR A COUNTY-DISTRICT-SCHOOL (CDS) CODE; ADOPTING GRADE RECONFIGURATION FOR K-5, K-8, AND 6-8 MIDDLE SCHOOLS; AND, AUTHORIZING SUBMISSION OF FUNDING REQUEST APPLICATIONS TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) RELATED THERETO.

ADDITIONAL MATERIAL(S):

RESOLUTION #14-05 OF THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING THE FILING OF A CHANGE REQUEST FOR A COUNTY-DISTRICT-SCHOOL (CDS) CODE; ADOPTING GRADE RECONFIGURATION FOR K-5, K-8, AND 6-8 MIDDLE SCHOOLS; AND, AUTHORIZING SUBMISSION OF FUNDING REQUEST APPLICATIONS TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) RELATED THERETO.

GOALS:

GOAL FIVE:

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

RESOLUTION NO. 14-05

RESOLUTION OF THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING THE FILING OF A CHANGE REQUEST FOR A COUNTY-DISTRICT-SCHOOL (CDS) CODE; ADOPTING GRADE RECONFIGURATION FOR K -5, K-8, AND 6-8 MIDDLE SCHOOLS; AND, AUTHORIZING SUBMISSION OF FUNDING REQUEST APPLICATIONS TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION (OPSC) RELATED THERETO

WHEREAS, the Oxnard School District (hereinafter, the "District") is a California public elementary school district vested with the powers to configure and reconfigure its educational program with the purpose of carrying out its mission and responsibility of educating elementary aged students within its geographical boundaries; and

WHEREAS, as part of the evaluation conducted by Caldwell Flores Winters, Inc. ("CFW"), of the District's educational program and the District's permanent classroom capacity, it was recommended that the District should reconfigure its current grade configuration at all schools to relieve overcrowding, improve student performance and meet the needs and demands of the community; and

WHEREAS, the District's Board of Trustees adopted the recommended grade reconfiguration plan presented by CFW in the Facilities Implementation Plan on January 16, 2013, calling for the creation of five new K-8 schools at Curren, Kamala, Chavez, Driffill, and Lemonwood, three 6-8 Middle School Academies at Frank, Fremont and Haydock, and eleven K-5 Elementary Schools at Brekke, Elm, Harrington, Marina West, Marshall, McAuliffe, Ramona, Ritche, Rose and Sierra Linda; and

WHEREAS, in order to accomplish the grade reconfiguration, the District will move the 6th Grades at the eleven K-5 elementary schools identified above to the three Intermediate Schools thereby creating three 6-8 Academies in the 2014-2015 academic year; and

WHEREAS, the District intends to add 7th and 8th grades to the five new K-8 schools beginning in the 2014-2015 academic year; and

WHEREAS, the District intends to fully implement this grade reconfiguration beginning in the 2014-2015 academic year and has developed an Open Enrollment method for populating the new 6th, 7th and 8th Grades at each of the K-8 schools and 6-8 Academies; and

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees (the "Board") of the Oxnard School District that beginning 2014-2015 academic year:

- A) Curren, Kamala, Chavez, Driffill, and Lemonwood, all currently K-6 elementary schools, shall be reconfigured as K-8 elementary schools,
- B) Frank, Fremont and Haydock, all currently 7-8 Intermediate Schools, shall be reconfigured as 6-8 Middle Schools, and
- C) Brekke, Elm, Harrington, Marina West, Marshall, McAuliffe, Ramona, Ritche, Rose and Sierra Linda, all currently K-6 elementary schools, shall be reconfigured as K-5 elementary schools.

BE IT FURTHER RESOLVED, the Board directs District staff, in conjunction with Caldwell Flores Winters, Inc. to proceed with any and all necessary actions to implement the Boards direction to open all District schools under the newly adopted grade reconfiguration plans indicated above and consistent with the approved Facilities Implementation Plan; and

BE IT FURTHER RESOLVED, the Board directs District staff, in conjunction with Caldwell Flores Winters, Inc. to file appropriate documentation with the California Department of Education related to the new grade reconfigurations, and related CDS codes; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

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 July 23, 2014:

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 ____ day of _____, 2014, 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: Lisa Cline

Date of Meeting: July 23, 2014

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

2014-15 Budget Revision (Cline/Penanhoat)

In accordance with Education Code 42127 (i)(4), which provides that “not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act”, the Board will receive the 2014-15 Budget Revision for review.

FISCAL IMPACT

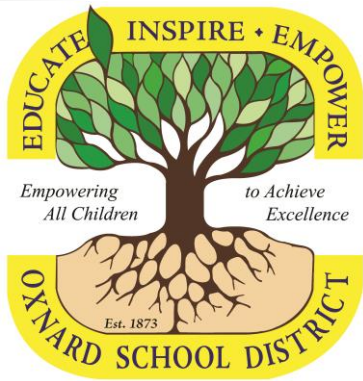
None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: Oxnard School District 2014-15 Budget Revision (4 pages)



2014-15 Budget 45 Day Revision

Presented: July 23, 2014

Changes from Adopted Budget

- District budgeted revenues have been adjusted based on new gap funding percentages in the State adopted budget.
- Funding for Pre-School was added by the State at the last minute in an amount equal to the one-time funding we received in 2013-14. This will allow the District to continue to operate the additional 2 classes that were added in 2013-14.
- The repayment of deferrals has been modified by the State to pay them back at a slower rate. This does not affect the budget, but does affect the District cash flow.

Unrestricted General Fund MYP

		2014/15	2015/16	2016/17
REVENUES:				
1	Total LCFF Funding	\$125,487,687	\$135,994,455	\$148,823,316
2	Federal Revenues	\$0	\$0	\$0
3	Other State Revenues	\$2,663,452	\$2,663,452	\$2,663,452
4	Other Local Revenues	\$833,100	\$833,100	\$833,100
5	Contributions/Encroachments	(\$16,965,349)	(\$17,346,670)	(\$18,029,643)
TOTAL REVENUES		\$112,018,890	\$122,144,337	\$134,290,225
EXPENDITURES				
1 a	Base Certificated Salaries	\$54,380,766	\$54,380,766	\$55,196,477
b	Step & Column (1.5%)	\$0	\$815,711	\$827,947
c	COLA	\$0	\$0	\$0
d	Other Adjustments	\$0	\$0	\$0
Total Certificated Salaries		\$54,380,766	\$55,196,477	\$56,024,424
2 a	Base Classified Salaries	\$15,305,025	\$15,305,025	\$15,534,600
b	Step (1%)	\$0	\$229,575	\$233,019
c	COLA	\$0	\$0	\$0
d	Other Adjustments	\$0	\$0	\$0
Total Classified Salaries		\$15,305,025	\$15,534,600	\$15,767,619
3	Employee Benefits	\$24,869,936	\$25,650,000	\$26,419,500
4	Books & Supplies	\$5,162,327	\$5,117,381	\$5,245,315
5	Services & Operating	\$9,796,803	\$10,022,129	\$10,272,683
6	Capital Outlay	\$355,000	\$350,000	\$350,000
7	Other Outgo	\$737,523	\$1,841,274	\$1,841,274
TOTAL EXPENDITURES		\$110,607,380	\$113,711,861	\$115,920,815
INCREASE/(DECREASE) IN FUND BALANCE		\$1,411,510	\$8,432,476	\$18,369,410
FUND BALANCE				
1	Beginning Fund Balance	\$12,773,456	\$14,184,966	\$22,617,442
3 a	Non-Spendable Balance			
b	Restricted Balance	\$190,000	\$190,000	\$190,000
c	Committed	\$0		
d	Assigned Balance	\$9,009,000	\$10,059,000	\$10,559,000
e	Reserved for Economic Uncertainties	\$4,683,986	\$4,789,335	\$4,870,678
UNASSIGNED ENDING BALANCE		\$301,980	\$7,579,107	\$25,367,174

minor changes in State adopted budget

Conclusion

- Very few changes were made by the State to the adopted budget. The new funding formula allows for better preparation in a time appropriate manner.

- Questions?

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 7/23/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
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SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REPORT ON DISTRICT IPAD SELF-INSURANCE AND 2013-14 LOSS INFORMATION (Cline)

The Board will receive a report relative to District self-insurance for iPads and information regarding losses during the 2013-14 fiscal year.

FISCAL IMPACT

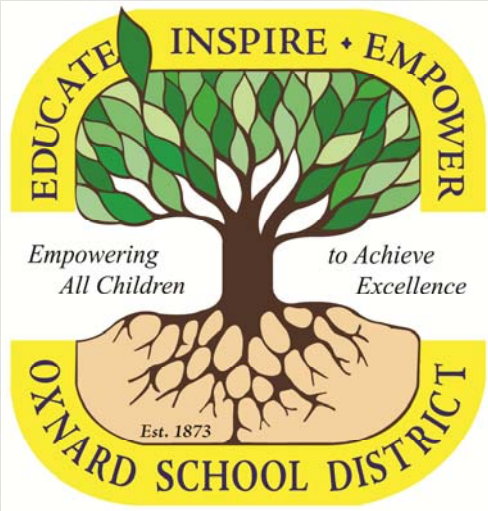
None.

RECOMMENDATION

None – information only.

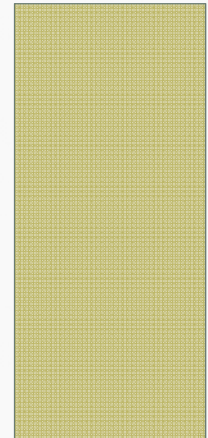
ADDITIONAL MATERIAL

Attached: PowerPoint Presentation (8 pages)



IPAD INSURANCE AND LOSS INFORMATION

PRESENTED ON: JULY 23, 2014



INTRODUCTION

- Oxnard School District deployed 11,274 iPads in the 2013-14 school year.
- This includes iPads to students, teachers and support employees.
- An insurance policy was offered to students' families from an outside vendor at a cost of \$47 per year/ per iPad.
- This amount was considered unaffordable for large families and triggered District staff to research a more cost effective alternative.

INTRODUCTION

- District staff was told by insurance vendors that there was not a lot of historical data on students having iPads to take home and they had no basis on which to set rates. The \$47 per year/per iPad was their “best guess”, and of course, they are in the business to make money and not break even.
- The District began collecting loss data so we could develop our own plan based on local needs and at a rate that was affordable and would allow for the replacement of all lost or damaged units on a “break even” scale.

2013-14 LOSS INFORMATION

- Total iPads Deployed in 2013-14: **11,274**

	<u>Count</u>	<u>% of Total</u>	<u>Cost</u>
• Lost or stolen iPads:	35	.3%	\$14,172
• Damaged iPad Screens:	269	2.4%	\$ 6,288
• Damaged/lost cables:	963	8.5%	\$22,779
• Damaged/lost case or stand:	<u>646</u>	<u>5.7%</u>	<u>\$ 5,071</u>
• Totals	1,913	17%	\$48,310
• iPad Damages Only	304	2.7%	\$20,460

PROPOSED 2014-15 INSURANCE PLAN

- The District would like to offer a self-insured policy to parents and staff for the 2014-15 year.
- Revisions to BP 3530 and AR 3530 are being presented for first reading tonight.
- The added language will allow the Superintendent or his designee to create and maintain a self-insurance pool for the District.

PROPOSED 2014-15 INSURANCE PLAN

- Using the loss figures for the last year, we are proposing the following rates for the initial year of the plan:
 - *Coverage for replacement or repair of iPad, cover or cables: \$10.00 per year*
 - *Coverage for replacement or repair of laptop computers: \$30.00 per year*
- *Estimating that at least 75% of parents and 25% of staff will participate, this will generate approximately \$135,000.*

PROPOSED 2014-15 INSURANCE PLAN

- These funds would be kept in a separate insurance fund at the District and could only be used to repair or replace lost or damaged technology equipment.
- Fund balances and annual policy rates will be reviewed with the Board each year in July.
- After review, rates for the subsequent year will be recommended.

CONCLUSION

- The Board's approval of the first and second reading of BP 3530 and AR 3530 will allow the Superintendent to establish a District self-insurance plan.
- Questions?

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 7/23/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
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SECTION F: BOARD POLICIES 1ST Reading ___X___ 2nd Reading _____

1st READING - REVISION TO BP & AR 3530 (Cline)

Language was added to BP & AR 3530 to allow the Superintendent or his designee to create and maintain a self-insurance pool for the District that will provide for the replacement of lost or damaged iPads and laptops. The added language is indicated by *italicized* font on the attached.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the revisions to BP & AR 3530 as outlined above.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the revisions to BP & AR 3530 as outlined above.

ADDITIONAL MATERIAL

Attached: BP 3530 (2 pages)
AR 3530 (2 pages)

RISK MANAGEMENT/INSURANCE

The Board of Trustees strongly supports a risk management program that protects district resources and promotes the safety of students, staff and the public.

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.

The Board authorizes the Superintendent or designee to create and maintain a self-insured pool to assist District staff and students/parents with insuring any technology, equipment or material issued to District staff or students in the ordinary course of District business to protect said items from damage, loss or theft. Participation in the insurance pool shall be optional to the District staff and students/parents.

To attempt to minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ensure that these policies and related procedures are enforced fairly and consistently.

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

(cf. 3320 - Claims and Actions Against the District)

(cf. 4030 - Nondiscrimination in Employment)

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

(cf. 4132/4232/4332 - Publication or Creation of Materials)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6162.6 - Use of Copyrighted Materials)

(cf. 9260 - Legal Protection)

The Superintendent or designee shall report to the Board twice a year on the district's risk management activities.

Legal Reference: (see next page)

RISK MANAGEMENT/INSURANCE (continued)

Legal Reference:

EDUCATION CODE

17029.5 *Contract funding; board liability*

17565-17592 *Board duties re property maintenance and control*

32350 *Liability on equipment loaned to district*

35162 *Power to sue, be sued, hold and convey property*

35200-35214 *Liabilities, especially:*

35208 *Liability insurance*

35211 *Driver training civil liability insurance*

35213 *Reimbursement for loss, destruction or damage of personal property*

35214 *Liability self-insurance*

35331 *Medical or hospital service for students on field trip*

39837 *Transportation of pupils to places of summer employment*

41021 *Requirement for employees' indemnity bonds*

44873 *Qualifications for physician (liability coverage)*

49470-49474 *District medical services and insurance*

GOVERNMENT CODE

820.9 *Board members not vicariously liable for injuries caused by district*

989-991.2 *Local public entity insurance*

LABOR CODE

3200-4855 *Workers' compensation*

RISK MANAGEMENT/INSURANCE

Risk Management

The Superintendent or designee shall take action to:

1. Identify the risks inherent in the operation of district programs
2. Assess the above risks and keep records of accidents, losses and damage
3. Mitigate risks through loss control and safety-related activities
4. Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees shall be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

The District may create a self-insurance pool for the purpose of providing District students/parents and staff with voluntary/optional insurance to cover damage, theft or loss of technology, equipment or material that is issued by the District to students and staff. The purpose of the insurance shall be to assist families and staff with the cost of replacement in the event of damage or loss. The optional premiums shall be as follows and shall be subject to annual renewal by the Superintendent and Board of Trustees:

<i>Coverage for replacement or repair of iPad, cover or cables</i>	<i>\$10.00 per year</i>
<i>Coverage for replacement or repair of laptop computers</i>	<i>\$30.00 per year</i>

The District may develop further guidelines that govern multiple losses by any individual.

*(cf. 0450 - Comprehensive Safety Plan)
(cf. 1240 - Volunteer Assistance)
(cf. 1330 - Use of School Facilities)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3430 - Investing)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3543 - Transportation Safety and Emergencies)*

RISK MANAGEMENT/INSURANCE (continued)

(cf. 4112.42/4212.42/4312.43 - Drug and Alcohol Testing for School Bus Drivers)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4157/4257/4357- Employee Safety)
(cf. 4212.5 - Criminal Record Check)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.61 - Drug Testing)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5142 - Safety)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 9260 - Legal Protection)

Insurance

Insurance coverage shall include, but may not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. Fire insurance for buildings, equipment and vehicles (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance (Education Code 41021)

A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)

(cf. 1330 - Use of School Facilities)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5143 - Insurance)
(cf. 9260 - Legal Protection)



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2014

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

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

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

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-11-13

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

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

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

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

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

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

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

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

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

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

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

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

Board Meetings are video-taped and televised.

PROCEDURES FOR COMMUNICATING WITH THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

c. All remarks will be directed to the chairman.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority:

California Education Code

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

California Government Code

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

Oxnard School District

Board Bylaws Adopted: October 25, 1978

Revised April 22, 1981; April 30, 1984