

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

AGENDA #7
REGULAR BOARD MEETING
Wednesday, November 12, 2014
5:00 p.m. Study Sessions
Closed Session To Follow
7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

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

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Mrs. Anna Thomas, Principal at Marina West School, will introduce Theodore J. Parra, 1st grader in Mrs. Martinez’ class; who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read by students from Marina West School.

A.4 Presentation by Marina West School Staff

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

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.6 Study Session – Title III Report (Drs. Kawaguchi/Arellano)

The administration will provide a report on the results of the District’s Annual Measurable Achievement Objectives (AMAOs).

A.7 Study Session – DLI Report (Drs. Kawaguchi/Arellano)

The administration will provide an update on the seven Dual Language Immersion Programs in the Oxnard School District.

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

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

A.9 Closed Session

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

1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation
 - Conference with Legal Counsel – Existing Litigation

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

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

**Section A
PRELIMINARY**
(continued)

A.9 Closed Session (continued)

3. 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

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

A.10 Reconvene to Open Session

7:00 PM

A.11 Report Out of Closed Session

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

A.12 Approval of Minutes

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

Notes:
Moved:
Seconded:

2014-15 Board Meetings

- October 8, 2014, special meeting
- October 15, 2014, regular meeting

2013-14 Board Meetings

- September 4, 2013, regular meeting
- September 11, 2013, special meeting
- September 18, 2013, regular meeting
- October 2, 2013, regular meeting
- October 9, 2013, special meeting
- October 16, 2013, regular meeting
- November 13, 2013, regular meeting
- December 11, 2013, regular meeting
- January 15, 2014, regular meeting
- January 22, 2014, special meeting
- February 5, 2014, regular meeting
- February 19, 2014, regular meeting

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 A
PRELIMINARY
(continued)

A.13 Resolution #14-14 “2014 School Psychology Awareness Week” (Kawaguchi/Phipps)

It is recommended that the Board of Trustees adopt and present Resolution #14-14 in Recognition of School Psychology Awareness Week, November 10-14, 2014.

Notes:
Moved:
Seconded:

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 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 Acceptance of Gifts

- | | |
|---|---------------------------|
| <ul style="list-style-type: none"> ▪ From Trustee Denis O’Leary, to Cesar Chavez School, donated an art piece of the leader Cesar Chavez, painted by Trustee O’Leary, currently displayed in the front office at the school; ▪ From Katy Korsmeyer, to Cesar Chavez School, donated a piano, currently in one of the classrooms ready to be played and its music enjoyed by children. | <p>Perez</p> <p>Perez</p> |
|---|---------------------------|

C.2 Agreements

- | | |
|--|--|
| <p>It is recommended that the Board approve the following agreements:</p> <ul style="list-style-type: none"> ▪ #14-142 with Ricoh USA Inc., to provide an electronic Document Management System; one time cost of up to \$75,000.00 for the scanning equipment, software design and training, one-time cost of up to \$150.00 (est.) per box to convert backlog of files; ongoing annual cost of \$10,425.00 (after year one) for software, equipment and technology support; all costs are to be paid from the Unrestricted General Fund; ▪ #14-143 with Mariana Peirano Royuela, will connect the study and implementation of Art with Common Core State Standards at Cesar Chavez School; effective November 13, 2014 through June 12, 2015; amount not to exceed \$7,840.00, to be paid with LCFF Funds; ▪ #14-145 with RT Auctions, to assist the District in selling surplus education goods in an online auction environment; the proceeds of any items sold will be shared between the District and RT Auctions; ▪ #14-152 with Lesson One, to provide training to six teachers at McKinna School, effective November 13, 2014 through June 30, 2015; amount not to exceed \$5,000.00, to be paid with LCFF funds. | <p>Dept/School</p> <p>Cline/
Franz</p> <p>Kawaguchi/
Perez</p> <p>Cline/
Franz</p> <p>Kawaguchi/
Jenks</p> |
|--|--|

C.3 Ratification of Agreements

- | | |
|--|---|
| <p>It is recommended that the Board approve the following ratifications:</p> <ul style="list-style-type: none"> ▪ #14-144 with Island Packers, to provide a field trip to students from Frank, Fremont and Haydock Middle Schools to experience an educational program; at no cost to the District, the cost is being covered by a Grant through the Channel Islands Park Foundation; ▪ #14-147 with Child Development Resources of Ventura County, Inc. to assist with providing clerical support at San Miguel School; the cost per preschool partner is OSD = \$15,744.60, VCOE = \$15,744.60 and CDR = \$14,358.07 for a total of \$45,847.27; OSD’s share will be funded through State Preschool Funds = \$7,872.30 and Special Education Funds \$7,872.30; ▪ #14-148 with Child Development Resources of Ventura County Inc., to provide NfL Preschool at Marina West School for the 2014-15 school year; at no cost to the District; | <p>Dept/School</p> <p>Kawaguchi/
West</p> <p>Kawaguchi/
Driver</p> <p>Kawaguchi/
Driver</p> |
|--|---|

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

Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (continued)

It is recommended that the Board approve the following ratifications:	Dept/School
<ul style="list-style-type: none"> ▪ #14-149 with Child Development Resources of Ventura County Inc., to provide NfL Preschool at Sierra Linda School for the 2014-15 school year; at no cost to the District; ▪ #14-150 with Child Development Resources of Ventura County Inc., to renew the Ground Lease terms for the Head Start Program at Marina West School; September 4, 2014 to June 30, 2015, at no cost to the District; ▪ #14-151 with Child Development Resources of Ventura County Inc., to renew the Ground Lease terms for the Head Start Program at San Miguel School; September 4, 2014 to June 30, 2015, at no cost to the District; ▪ #14-153 with Safe & Civil Schools, to provide CHAMPS Classroom Management Training for Driffill Teachers during the 2014-2015 school year; amount not to exceed \$10,000.00 (including travel expenses), to be paid with Title I Funds; ▪ #14-154 with Sandra A. Alexander, to provide AVT (Auditory-Verbal Therapist) services to student MR090501, beginning October 1, 2014 through December 31, 2014; amount not to exceed \$140.00/hr. x 12 hrs.= \$1,680.00, to be paid with Special Education Funds. 	Kawaguchi/ Driver Kawaguchi/ Driver Kawaguchi/ Driver Kawaguchi Kawaguchi/ Phipps

C.4 Disclosure of Collective Bargaining Agreement With Oxnard Supportive Services Association (OSSA)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA, as presented.	Dept/School Cline
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C.5 Report on 2006 Bond Construction Budget

Attached for the Board’s information is the district’s current November 2006 Bond Budget Report, as of Friday, October 31, 2014.	Dept/School Cline
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C.6 Purchase Order/Draft Payment Report #14-04

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve the Purchase Order/Draft Payment Report #14-04, as submitted.	Dept/School Cline/ Franz
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C.7 Expenditure Transfer Report #14-03

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-03, as submitted.	Dept/School Cline/ Penanhoat
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C.8 2014-2015 First Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Risk Manager, that the Board of Trustees review and accept the 2014-2015 First Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca/ Magaña
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.9 Rejection of Liability Claim #VCBA06805A2

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services and the Risk Manager, that the Board of Trustees agree to reject York Claim VCBA06805A2.	Dept/School Vaca/ Magaña
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C.10 Approval of Contract for Executive Director of English Learner Services

It is recommended that the Board of Trustees consider and approve the employment contract for the Executive Director of English Learner Services.	Dept/School Dr. Morales
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C.11 Annual Organizational Meeting

It is recommended that the Board of Trustees set the date of Wednesday, December 10, 2014, at 7:00 p.m. as the date and time for the annual organizational meeting of the Board and direct the Ventura County Office of Education be notified of this decision.	Dept/School Dr. Morales
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C.12 Ratify Request to Waive Fees for Use of Facilities Permit – California State University Channel Islands

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees ratify the waiver of fees for California State University Channel Islands to conduct the Science Carnival.	Dept/School Gutierrez
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C.13 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.14 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 Resolution #14-15 Providing For Living Wage (Cline)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees consider the adoption of Resolution #14-15 Providing for Living Wages for Full/Part Time District Employees, as presented.

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

ROLL CALL VOTE:

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

D.2 Approval of the OSD’s & the OSSA’s Tentative Agreement For the 2014-2015 Collective Bargaining Agreement (Vaca)

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

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

ROLL CALL VOTE:

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

D.3 Approval of Agreement #14-141 AE Group Mechanical Engineers, Inc. (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Agreement #14-141 with AE Group Mechanical Engineers, Inc., to provide professional services; amount not to exceed \$23,700.00, 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.4 Approval of Agreement #14-146 DC Architects (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Agreement #14-146 with DC Architects to provide professional services; not to exceed \$3,705.00, to be paid with Williams Act 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

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

D.5 Approval of Proposal #13-162-002 to Agreement #13-162 SVA Architects (formerly) MVE Institutional – Design Services for Flooring Repair at Marshall School (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Proposal #13-162-002 to Agreement #13-162 with SVA Architects (formerly MVE Institutional), per the terms & conditions of Master Agreement #13-162; amount not to exceed \$43,000.00; 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.6 Approval of Amendment #1 to Agreement #12-80 Caldwell Flores Winters, Inc. State Aid Services (Dr. Morales/Cline)

It is the recommendation of the District Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #12-80 with Caldwell Flores Winters, Inc., to provide State Aid Services. It is requested that the Board of Trustees approve the deletion and replacement of the existing language in Section IV, TERM with the following: “The term of the Agreement shall commence on November 12, 2014 and shall terminate on November 11, 2019, unless extended by mutual agreement of the parties. All other terms conditions and provisions of the Original Agreement remain in full force and effect”.

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-P15-01737 - Plaster 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-P15-01737, Plaster Repair Project at McAuliffe School; in the amount of \$4,000.00 to Pacific Interiors Enterprises, to be paid with Routine Restricted 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 E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

E.1 Annual Report on OSD Child Nutrition Services Program (Cline/Picola/Chessen)

The Administration will provide a presentation on the Child Nutrition Services Program.

**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:

Revision of AR & E 3350	Business and Noninstructional Operations TRAVEL EXPENSES	Cline
Revision of BP 5116	Students SCHOOL ATTENDANCE	Dr. Morales
New AR & E 5116	Students ACADEMY SCHOOL ATTENDANCE	Dr. Morales
New BB 9130.1	Board Bylaws - Remuneration COMPENSATION OF PERSONNEL COMMISSIONERS	Vaca
Revision of BB 9250	Board Bylaws REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS	Vaca

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

Section G
CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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

Title: Title III Report (Kawaguchi/Arellano)

Title III, under the federal Elementary and Secondary Education Act, provides supplemental funding to LEAs and consortia to implement programs designed to help English Learner students attain English proficiency and meet the state’s academic content standards. Title III accountability is a series of annual academic performance goals established for each LEA or consortium of LEAs to hold them accountable for the progress and performance of ELs.

Oxnard School District currently receives Title III funds that strengthen the academic achievement of English Learners. The overarching purpose is to ensure that limited-English-proficient (LEP) students (called English Learners under California laws), including immigrant children, attain English proficiency and meet the same challenging academic content and achievement standards that other students are expected to meet.

A report will be delivered to the Board of Trustees to share the results of the District’s Annual Measurable Achievement Objectives (AMAOs) and next steps to enhance the academic achievement of English Learners.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommendation of the Executive Director of English Learner Services and the Assistant Superintendent, Educational Services that the Board of Trustees receive the study session report as outlined above.

ADDITIONAL MATERIAL(S):

Power point

English Learner Services

Title III Accountability and Compliance

CALIFORNIA'S CHILDREN AND YOUTH

Nearly six and one quarter million students are enrolled in California's public schools in transitional kindergarten through grade twelve. More than seventy percent of Californians under the age of eighteen are people of color. Our students come from a range of ethnic backgrounds; live in different socio-economic circumstances; are being raised in different geographic, community, and familial settings; and have different cultural experiences and histories. Some are new to California and the United States, and some are the most recent generation in a long line of Californians. *California has the largest number of English learners (EL) in the country.* More than 20 percent of California's students in kindergarten through grade twelve are designated as ELs, and more than 40 percent come from homes where a language other than, or in addition to, English is spoken, with close to 60 language groups represented (CDE Dataquest 2013). In short, California's student population is richly diverse in terms of backgrounds and home lives.

May 2014 ELA/ELD Framework, Pg. 8



1 out of every _____
K-12 students is an
English Learner

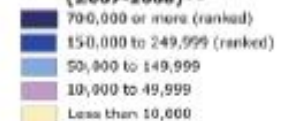


Corresponding Text Excerpt: _____

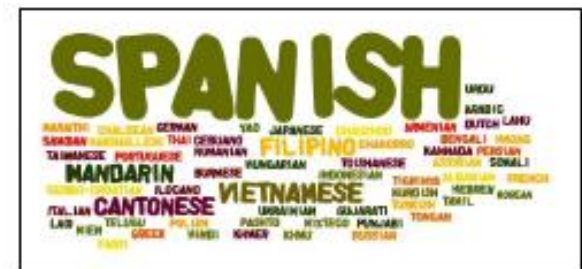


2010 Migration Policy Institute

Number of ELL students by state
(2007-2008)**



Number of ELL students in the nation: 5.3 million



Caption _____

Over **6,250,000** students are enrolled in California public schools in TK-12th grade

California has the highest number of English learners in the U.S.

Over **45%** of California students speak a language other than English...

Over **20%** of the entire student population is not yet fluent in English...

Oxnard School District

17,289 students

9,703 ELs

56%

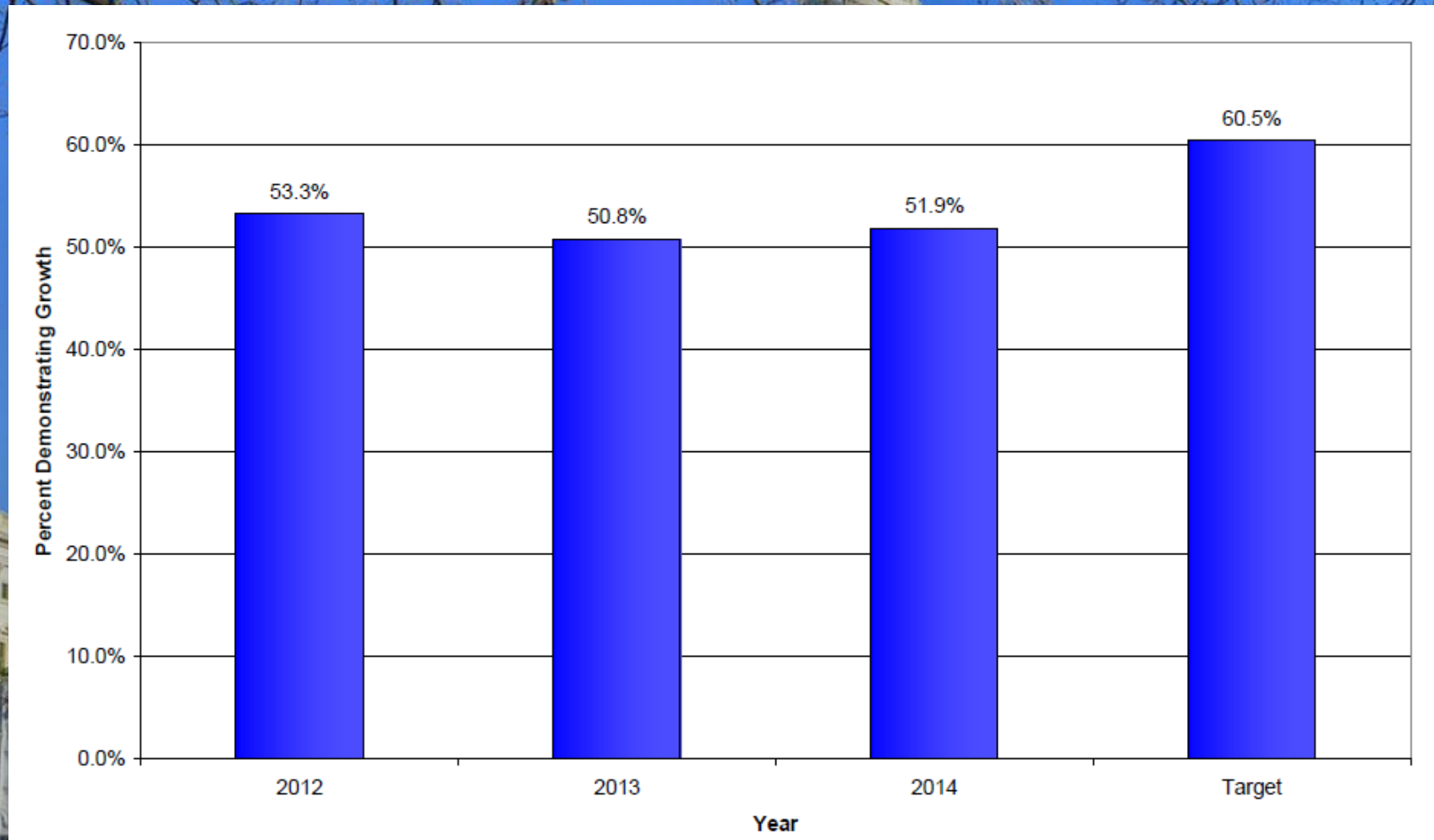
Including Preschool Students

OSD EL Counts and Percentages

	Total Enrollment	LEP Enrollment	EL%
Brekke	746	265	36%
Chavez	899	676	75%
Curren	827	517	63%
Driffill	963	656	68%
Elm	804	600	75%
Frank	1,277	463	36%
Fremont	1,125	257	23%
Harrington	633	471	74%
Haydock	795	303	38%
Kamala	1,034	793	77%
Lemonwood	917	664	72%
Marina West	675	304	45%
Marshall	674	255	38%
McAuliffe	948	207	22%
McKinna	679	496	73%
Ramona	546	427	78%
Ritchen	754	326	43%
Rose	804	584	73%
Sierra Linda	614	313	51%
Soria	1,085	387	36%
Totals	16,799	8,964	53%

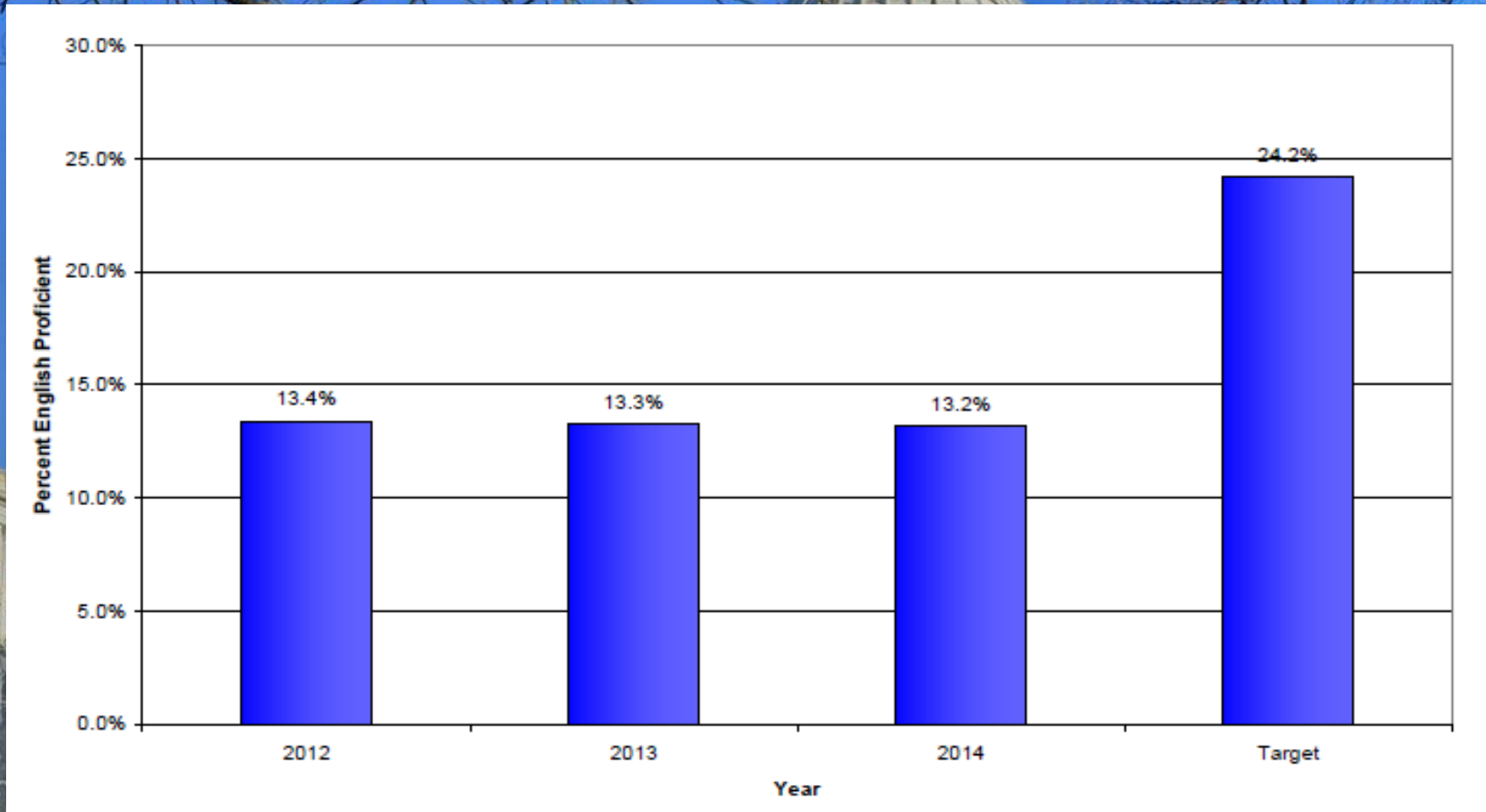
AMAO 1: Actual and Target

Percentage of ELs Making Annual Progress in English



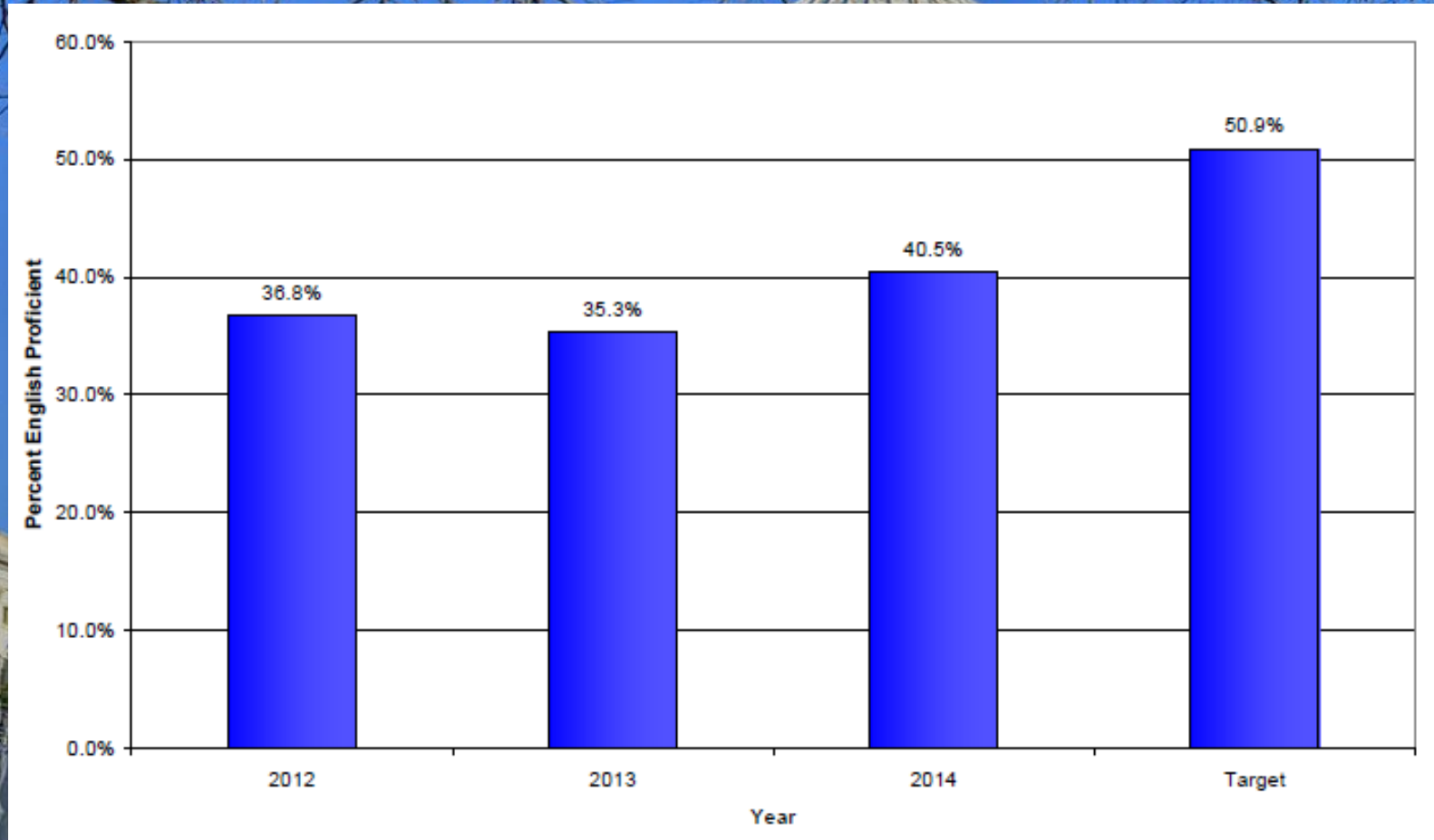
AMAO 2: Less Than 5 Years

Percentage of ELs Attaining English Proficiency on CELDT



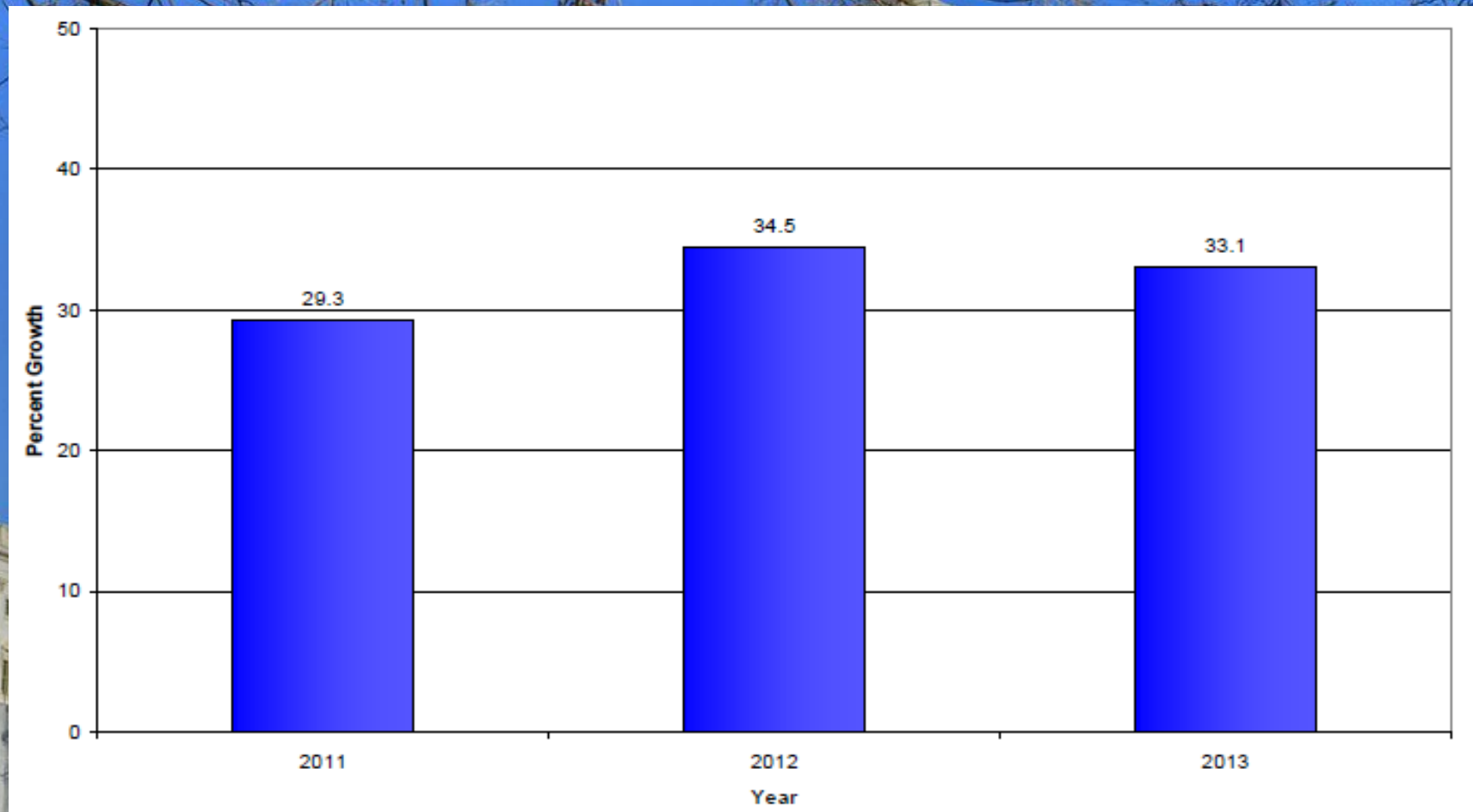
AMAO 2: More Than 5 Years

Percentage of ELs Attaining English Proficiency on CELDT



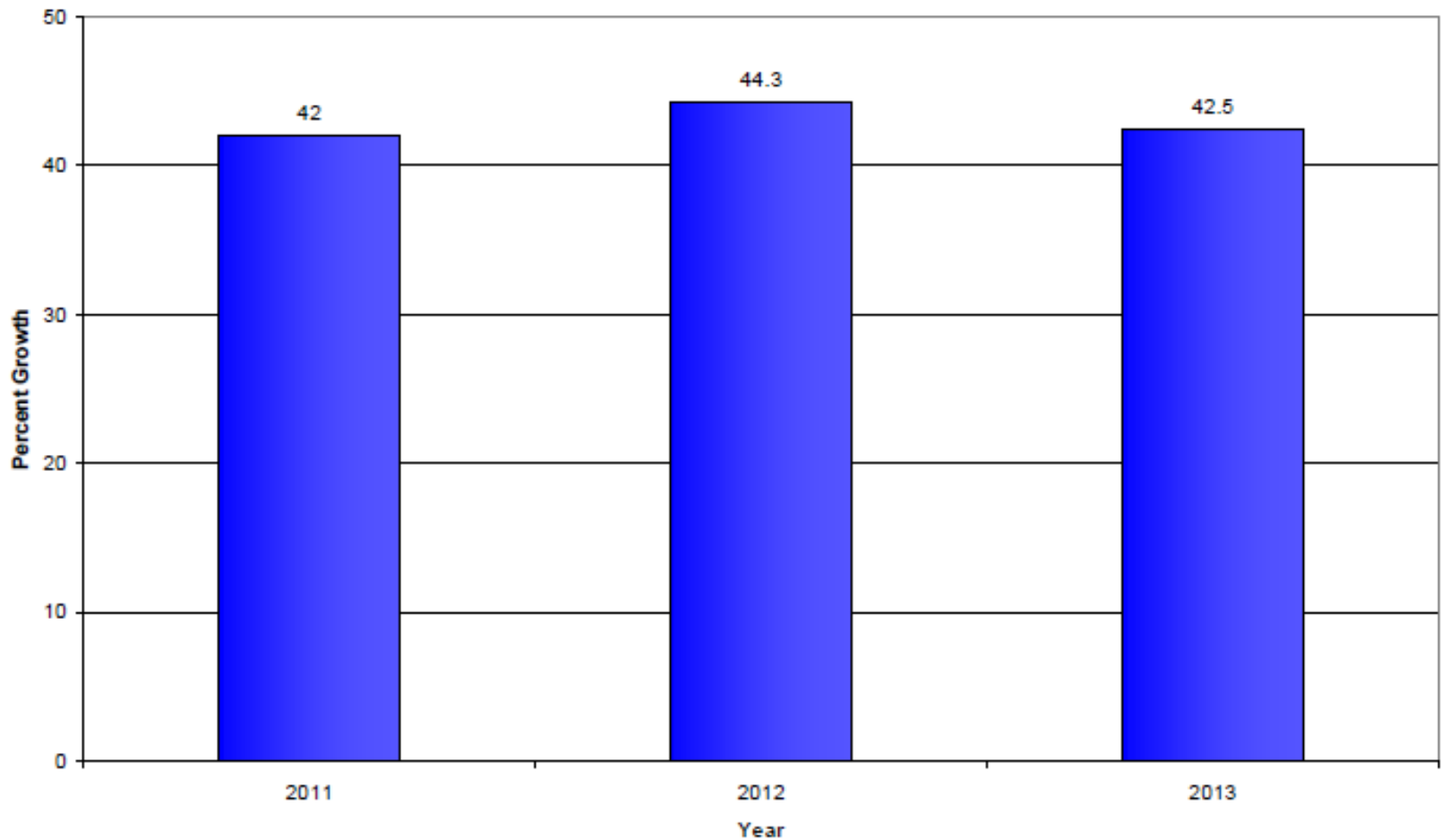
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AMAO 3: AYP ELA Proficiency (ELs)



© GlynLowe.com

AMAO 3: AYP Math Proficiency (ELs)



Title III AMAO 1 and 2 Goal Report

2012-2014

Name	AMAO 1 Actual			Target	AMAO 2 - < 5 years Actual			Target	AMAO 2 - >= 5 years Actual			Target	School Level
	2012	2013	2014	2015	2012	2013	2014	2015 < 5 years	2012	2013	2014	2015 >= 5 years	
	%	%	%	%	%	%	%	%	%	%	%	%	
Oxnard	53.3%	50.8%	51.9%	60.5%	13.4%	13.3%	13.2%	24.2%	36.8%	35.3%	40.5%	50.9%	Elementary
Cesar E. Chavez Elementary	46.6%	54.8%	49.4%	60.5%	7.9%	12.2%	8.7%	24.2%	25.2%	32.1%	34.3%	50.9%	ES
Christa McAuliffe Elementary	58.4%	58.4%	54.2%	60.5%	27.4%	29.2%	21.5%	24.2%	45.2%	48.4%	50.0%	50.9%	ES
Curen Elementary	56.5%	50.2%	50.3%	60.5%	17.4%	14.5%	15.9%	24.2%	28.4%	34.9%	40.0%	50.9%	ES
Driffill Elementary	45.9%	50.3%	49.9%	60.5%	8.6%	12.1%	12.2%	24.2%	28.7%	33.6%	29.2%	50.9%	ES
Elm Street Elementary	45.1%	48.1%	54.7%	60.5%	10.9%	10.6%	13.8%	24.2%	26.0%	23.0%	35.4%	50.9%	ES
Emilie Ritche Elementary	47.7%	49.4%	38.6%	60.5%	14.7%	10.8%	9.3%	24.2%	28.6%	36.9%	19.4%	50.9%	ES
Harrington Elementary	55.6%	46.7%	43.5%	60.5%	5.8%	6.7%	6.9%	24.2%	48.2%	38.9%	36.0%	50.9%	ES
Juan Lagunas Soria Elementary	50.6%	61.3%	44.5%	60.5%	16.1%	19.8%	15.7%	24.2%	43.3%	56.4%	42.7%	50.9%	ES
Kamala Elementary	57.7%	42.2%	56.5%	60.5%	12.6%	9.4%	12.8%	24.2%	36.6%	28.9%	47.5%	50.9%	ES
Lemonwood Elementary	57.6%	54.3%	52.1%	60.5%	14.5%	14.0%	13.1%	24.2%	42.5%	28.8%	42.5%	50.9%	ES
Marina West Elementary	47.1%	56.5%	52.2%	60.5%	12.8%	18.4%	14.0%	24.2%	26.7%	35.1%	39.4%	50.9%	ES
McKinna Elementary	59.2%	53.8%	44.9%	60.5%	15.9%	12.7%	9.2%	24.2%	28.4%	28.9%	19.8%	50.9%	ES
Norman R. Brekke Elementary	63.4%	49.6%	60.0%	60.5%	26.9%	19.8%	28.1%	24.2%	54.9%	50.0%	51.9%	50.9%	ES
Ramona Elementary	60.9%	48.2%	50.0%	60.5%	15.0%	8.0%	15.0%	24.2%	33.0%	25.3%	18.5%	50.9%	ES
Rose Avenue Elementary	43.4%	54.3%	53.2%	60.5%	8.9%	12.7%	11.1%	24.2%	20.5%	28.1%	41.2%	50.9%	ES
Sierra Linda Elementary	54.1%	47.8%	55.0%	60.5%	17.7%	17.0%	16.9%	24.2%	33.9%	30.4%	35.2%	50.9%	ES
Thurgood Marshall Elementary	51.7%	60.2%	54.7%	60.5%	9.6%	14.6%	14.9%	24.2%	46.0%	62.2%	57.1%	50.9%	MS
Fremont Intermediate	45.2%	56.1%	46.9%	60.5%	8.3%	14.5%	3.6%	24.2%	33.1%	39.9%	40.2%	50.9%	MS
Richard B. Haydock Intermediate	64.3%	48.5%	60.0%	60.5%	--	--	--	24.2%	45.7%	39.7%	46.5%	50.9%	MS
Robert J. Frank Intermediate	61.8%	40.6%	63.6%	60.5%	18.0%	25.0%	--	24.2%	45.2%	32.3%	49.2%	50.9%	MS
	AMAO 1 Target				AMAO 2 - Less Than 5 years Target				AMAO 2 - 5 or more years Target				School
	2012	2013	2014	2015	2012	2013	2014	2015	2012	2013	2014	2015	Level
	56	57.5	59	60.5	20.1	21.4	22.8	24.2	45.1	47	45.9	50.9	ES/MS

Title III AMAO 3 Goal Report

2011-2013

Name	AMAO 3 ELA			Target	AMAO 3 Math			Target	
	2011	2012	2013	2015	2011	2012	2013	2015	School
	%	%	%	%	%	%	%	%	Level
Oxnard	29.3	34.5	33.1	100.0%	42.0	44.3	42.5	100.0%	ES/MS
Cesar E. Chavez Elementary	21.2	25.8	28.2	100.0%	30.6	34.6	39.9	100.0%	ES
Christa McAuliffe Elementary	52.4	60.0	59.8	100.0%	57.8	60.8	60.7	100.0%	ES
Curren Elementary	37.6	38.8	38.5	100.0%	59.9	59.0	56.6	100.0%	ES
Driffill Elementary	22.5	27.2	29.2	100.0%	40.7	41.4	45.2	100.0%	ES
Elm Street Elementary	33.8	35.1	28.4	100.0%	56.8	56.4	47.6	100.0%	ES
Emilie Ritche Elementary	34.0	34.9	25.8	100.0%	40.9	39.8	31.3	100.0%	ES
Harrington Elementary	25.2	36.0	32.8	100.0%	45.2	53.3	52.9	100.0%	ES
Juan Lagunas Soria Elementary	38.9	47.9	37.0	100.0%	58.9	51.6	36.5	100.0%	ES
Kamala Elementary	30.9	30.9	26.6	100.0%	44.4	48.4	40.2	100.0%	ES
Lemonwood Elementary	31.7	39.3	33.7	100.0%	52.3	50.7	44.6	100.0%	ES
Marina West Elementary	22.3	30.9	27.5	100.0%	36.7	40.9	44.5	100.0%	ES
McKinna Elementary	31.1	38.2	33.8	100.0%	54.4	58.1	50.4	100.0%	ES
Norman R. Brekke Elementary	42.4	48.0	48.1	100.0%	53.4	53.0	50.8	100.0%	ES
Ramona Elementary	32.3	32.4	30.3	100.0%	50.2	47.6	44.4	100.0%	ES
Rose Avenue Elementary	22.0	26.3	30.8	100.0%	37.3	39.4	46.2	100.0%	ES
Sierra Linda Elementary	40.1	44.8	44.6	100.0%	55.3	59.1	58.5	100.0%	ES
Thurgood Marshall Elementary	26.5	31.6	32.6	100.0%	37.7	48.1	48.0	100.0%	ES
Fremont Intermediate	24.6	29.7	33.5	100.0%	26.8	30.0	33.7	100.0%	MS
Nueva Vista	--			100.0%	--			100.0%	MS
Richard B. Haydock Intermediate	23.3	31.9	36.3	100.0%	25.5	34.9	36.5	100.0%	MS
Robert J. Frank Intermediate	23.6	30.2	28.3	100.0%	21.2	22.6	25.5	100.0%	MS
AMAO Goals	AMAO 3 ELA			Target	AMAO 3 Math			Target	School
	2011	2012	2013	2015	2011	2012	2013	2015	Level
	67.6	78.4	89.2	100	68.5	79	89.5	100	ES/MS

California Department of Education did not generate a 2014 AYP for Elementary and Middle schools in 2014

ELD GUIDELINES

OXNARD SCHOOL DISTRICT
English Learner Services
2014-15 ELD Guidelines
Comprehensive ELD Program

Designated ELD: A protected time during the school day when teachers use the CA ELD Standards as the focal standards in ways that build *into and from* content instruction.

Integrated ELD: All teachers with ELs in their classrooms use the CA ELD Standards *in tandem* with the CA CCSS for ELA/Literacy and other content standards.

The SIOP Model

Lesson Preparation (Language & Content Objectives), Building Background, Comprehensible Input, Strategies, Interaction, Practice/Application, Lesson Delivery

5 Non-negotiables of ELD

- On the daily schedule
- Differentiated by proficiency level
- Must have a language objective
- Interactive: Develop oral language
- Build metalinguistic awareness

Gr.	Levels	Designated ELD Curriculum
K	All	<ul style="list-style-type: none"> • Avenues (30 min.) with Supplementary Handbook
1 st -5 th	All	<ul style="list-style-type: none"> • Avenues (30-60 min.) with Supplementary Handbook
4 th -5 th	ELD Academy	<ul style="list-style-type: none"> • Inside, or Inside the USA • Oxford Dictionaries and Workbook
6 th -8 th	EL 1-2 (Not Academy)	<ul style="list-style-type: none"> • Inside (Placement based on Assessment)
6 th -8 th	EL 3-5	<ul style="list-style-type: none"> • Academic Vocabulary Toolkit 1 (4th-6th) or 2 (7th-8th) • English 3D • Holt supplemental material

NOTE:

- Ensure that ELD teaming is set-up with no more than two levels per teacher for elementary.
- Progress Report Suggestions for ELD: Progress toward ELD Standards, Student Work Portfolios
- Reference to LTELs and "at-risk of becoming LTELs"

Assessment

- Curricular assessments for Avenues are site-based
- Academic Vocabulary Toolkit (grades 6-8) assessments
- The use of the ELD Continuum can assist with placement and monitoring of EL students in the area of ELD.

SUPPORT

- Coaches
- EL TOSA's
- Grade level collaboration, staff meetings, and after school opportunities
- Continued Professional Development: ELD, SIOP, new ELD Standards, CCSS
- Curriculum planning within a comprehensive ELD program

What do you know

when you know a language?

Phonology (*Phonemes*)

Morphology (*Morphemes*)

Syntax (*Word Order*)

Semantics (*Meaning*)

Vocabulary (*Lexicon*)

Functions (*Uses of Language*)

Oral & Written Discourse
(*Formal/Informal*)

Pragmatic Competence

Conversational Language Fluency

(Cummin's Theory)

- F** face-to-face communication
- L** language that is personal/interpersonal
- U** undemanding intellectually
- E** everyday language
- N** non-threatening
- C** conversational
- Y** years to develop: 1 to 2



Academic Language Proficiency



- P** problem-solving
- R** reading and writing tasks
- O** ongoing while learning subject matter
- F** fluency comes before
- I** ideas that are abstract
- C** cognitively-demanding
- I** intermediate and above levels
- E** educational prerequisite for success
- N** not immediate
- C** context-reduced
- Y** years to develop: 4 to 7

How do I do ELD?

- **A different skill set (unlike anything else)**
- **A strong oral foundation to support literacy**
 - **Reading and writing as an extension of understanding and speaking**
- **Social and academic language**
- **Tiers of vocabulary (basic, detailed, academic)**
- **Staple strategies for success**

The When / Where of ELD

- ELD in the big scheme of things

(ELA/ELD Framework, 2014)

- Grouping for ELD instruction

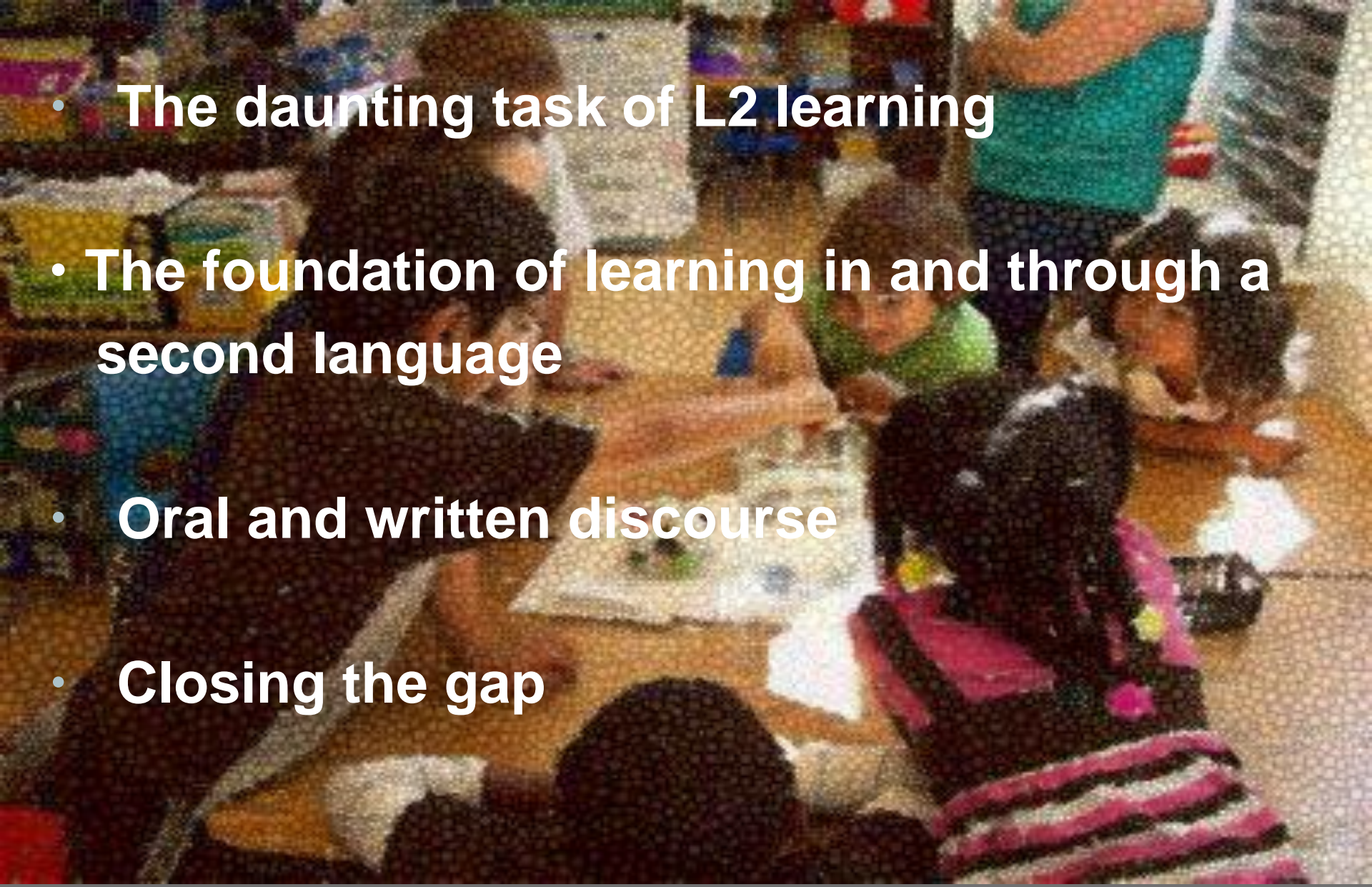
- Leveling by proficiency levels and grades

- Integrated ELD

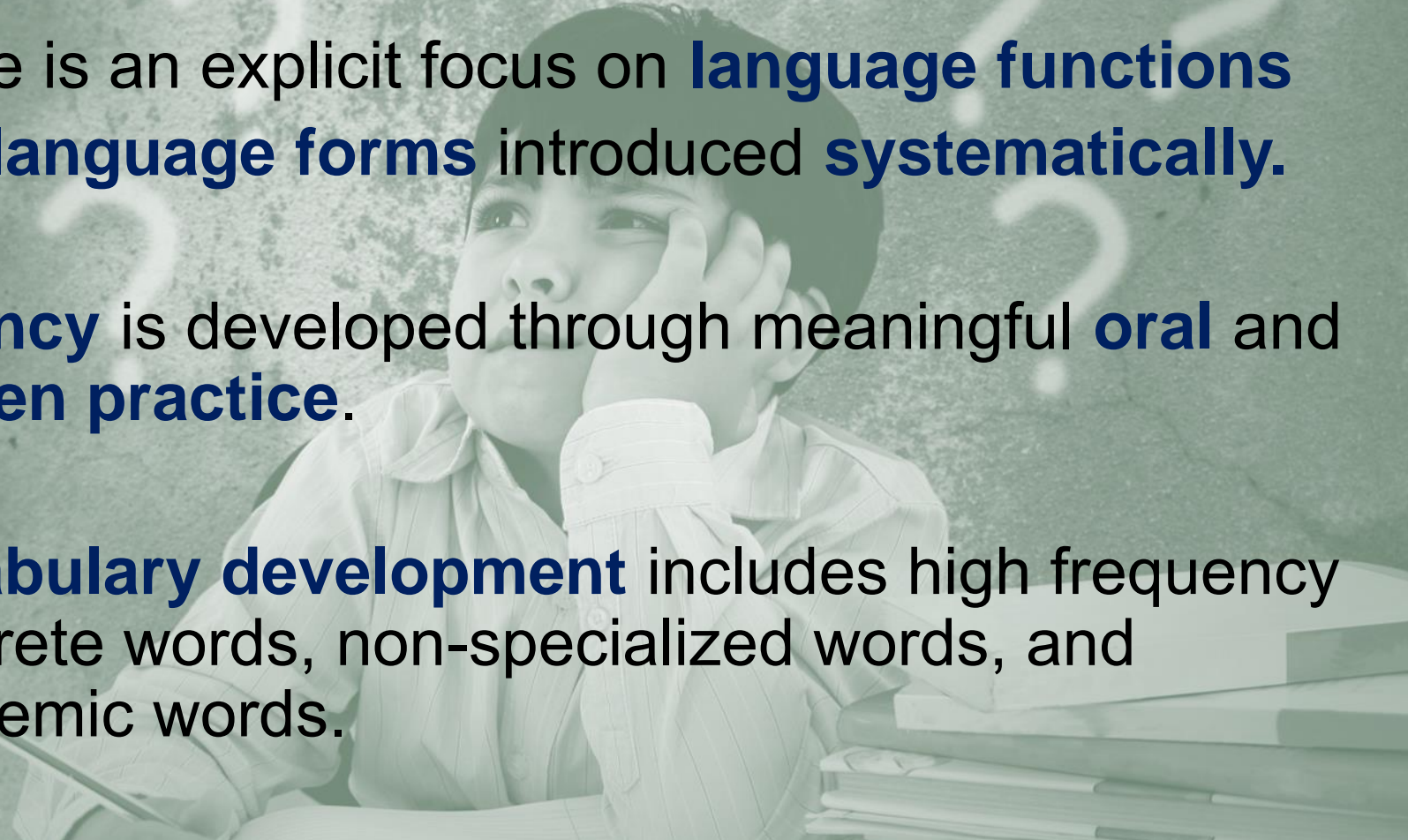
- Designated ELD



Why do I need to do ELD?

- **The daunting task of L2 learning**
 - **The foundation of learning in and through a second language**
 - **Oral and written discourse**
 - **Closing the gap**
- 
- A group of diverse young children are sitting on a large, colorful, patterned rug in a classroom. They are engaged in a learning activity, with some looking at papers or books. The children are of various ethnicities and are dressed in casual clothing. The background shows a typical classroom environment with a whiteboard and other educational materials.

Teaching as a Discipline

- Instruction is based on **language proficiency levels**.
 - There is an explicit focus on **language functions** and **language forms** introduced **systematically**.
 - **Fluency** is developed through meaningful **oral** and **written practice**.
 - **Vocabulary development** includes high frequency concrete words, non-specialized words, and academic words.
- 
- A young boy with dark hair, wearing a light-colored button-down shirt, is sitting at a desk. He is looking upwards and to the right with a thoughtful expression, his right hand resting against his chin. In front of him is a stack of books. The background is a textured, light-colored wall with faint question marks scattered across it. The entire image has a semi-transparent green overlay.

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 11/12/14

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

Title: Dual Language Immersion Program Report (Kawaguchi/Arellano)

The Board of Trustees will be provided an update on the seven Dual Language Immersion Programs in the Oxnard School District.

A study conducted by Thomas and Collier (2000) comparing the effectiveness of programs for English Learners (ELs) shows that the two-way bilingual immersion program was one of the only programs where ELs reached a high level of academic achievement in English reading and maintained it through the 12th grade. Studies conducted by Katherine Lindholm-Leary (2000) also show continued academic growth in Language Arts and Math for students, together with high levels of multicultural competencies. Based upon the success that this program design has had across the county, state and country, and in order to meet the prior requests of the Board, the DELAC, and the many parents in our community who have requested entrance into the Dual Language Immersion Program, the District has expanded the programs to seven sites.

The Oxnard Elementary School District offers Dual Language Immersion Programs in order to offer an opportunity to learn a second language to English and Spanish speakers. In Dual Language Immersion Programs, students are taught literacy and academic content in English and a partner language. The goals of Dual Language are for students to develop high levels of language proficiency and literacy in both program languages, to demonstrate high levels of academic achievement, and to develop an appreciation for and an understanding of diverse cultures.

FISCAL IMPACT:

N/A

RECOMMENDATION:

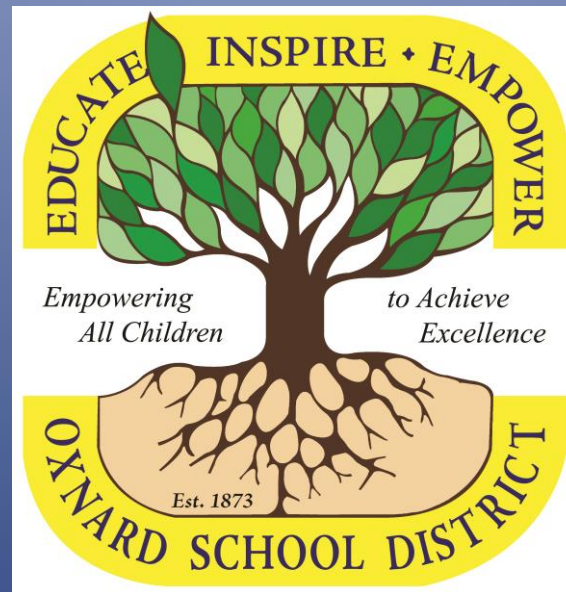
It is recommendation of the Executive Director of English Learner Services and the Assistant Superintendent, Educational Services that the Board of Trustees receive the study session report as outlined above.

ADDITIONAL MATERIAL(S):

Power point

DUAL
LANGUAGE
IMMERSION
PROGRAM

PROGRAMA
DE INMERSION
DOBLE



English/Spanish

Inglés/Español

GOALS

- Biliteracy
- Bilingualism
- Multicultural
Competency
- High Academic
Achievement in two
languages

METAS

- Doble Alfabetización
- Bilingüismo
- Conocimiento y aprecio
Multicultural
- Alto Nivel Académico
en dos Idiomas

Classroom Composition

- 50% of students English speakers
- 50% of students Spanish speakers

At least, one third of the classroom composition needs to be English dominant or Spanish dominant.

Composición de la Clase

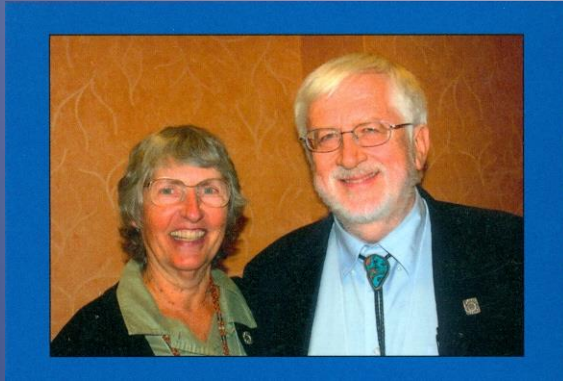
- 50% de los alumnos hablan inglés.
- 50% de los alumnos hablan español

Por lo menos, un tercio de la clase deben ser alumnos que hablan inglés con fluidez o español con fluidez.

Research



Investigación



Professors Virginia Collier
and Wayne Thomas



Professors Else Hamayan, Fred
Genesse and Nancy Cloud



Professor Kathryn Lindholm-Leary

Research



Investigación

- No evidence to support that native language development is slowed—English or Spanish.

No hay evidencias que muestren que el desarrollo de la lengua nativa es más lento – Inglés o Español

Research



Investigación

- Students made significant progress in reading and language and performed at similar levels as their peers in monolingual programs.
- Los alumnos demostraron gran progreso en lectura y lenguaje y sus calificaciones estuvieron a niveles similares al de compañeros en programas monolingües.

Research



Investigación

- Higher levels of bilingual proficiency were associated with higher levels of reading achievement.

- Altos niveles de competencia bilingüe se asociaron con altos niveles de rendimiento en lectura.

Research



Investigación

- Both English and Spanish speaking students scored on par with their peers in mathematics achievement.
- Los alumnos que hablan inglés, al igual que los alumnos que hablan español, obtuvieron calificaciones iguales en matemáticas a las de sus compañeros en otros programas.

Research

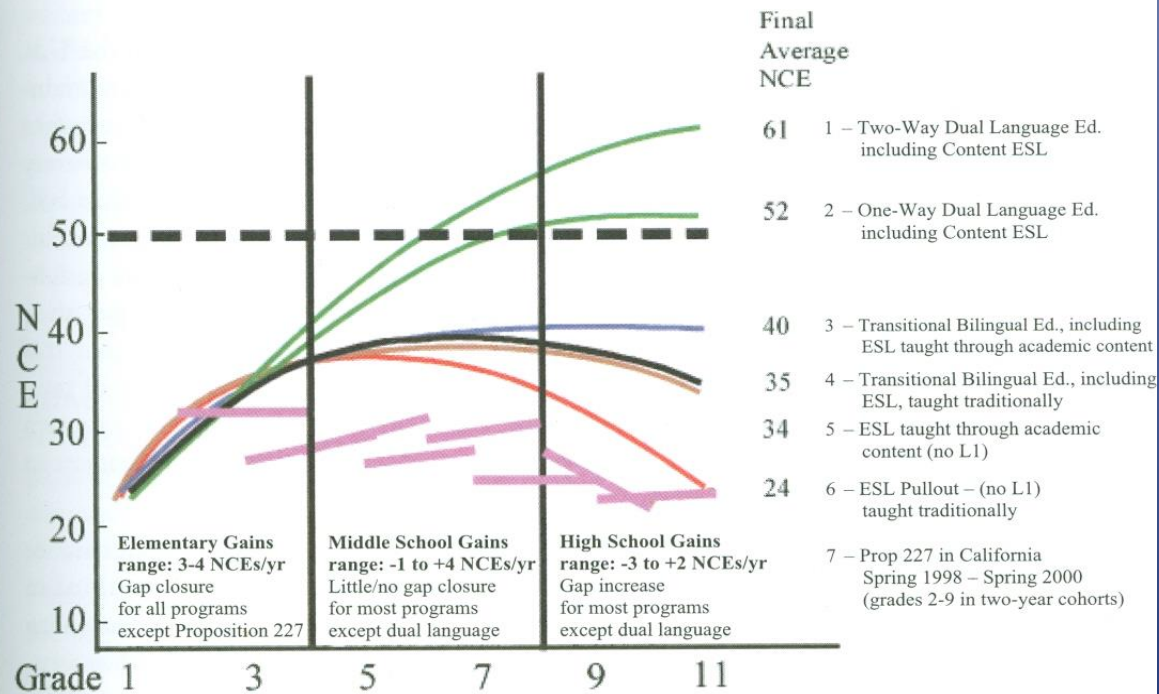


Investigación

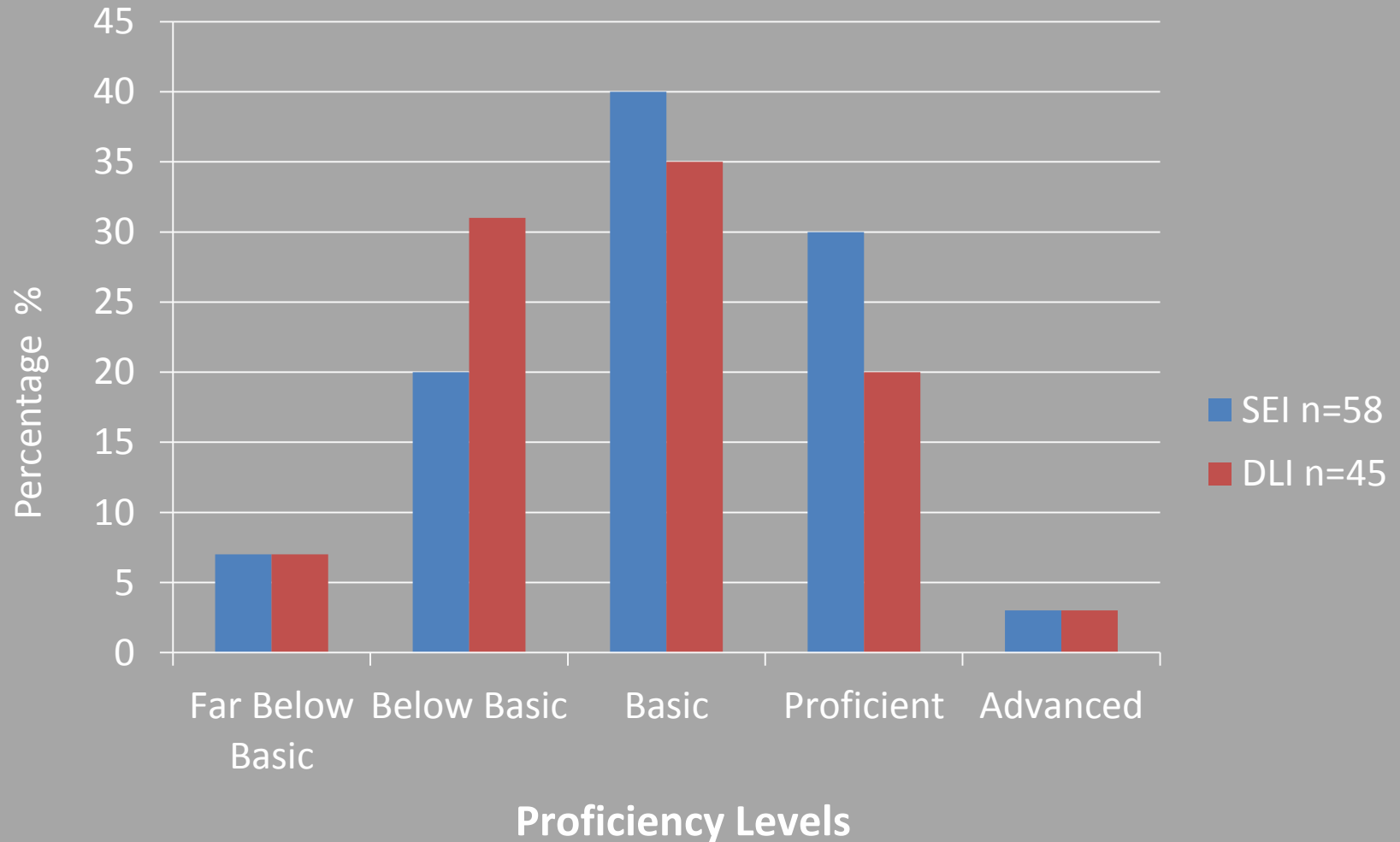
- Longitudinal data demonstrates that English learners in dual language programs academically outperform English learners educated in English only classrooms and other forms of bilingual education.
- Estudios longitudinales demuestran que los aprendices de inglés en los programas de inmersión doble superan académicamente a los alumnos instruidos a través de programas monolingües y en otras formas de educación bilingüe.

English Learner Long-Term Achievement in Normal Curve Equivalences on Standardized Tests in Reading Compared across Seven Program Models

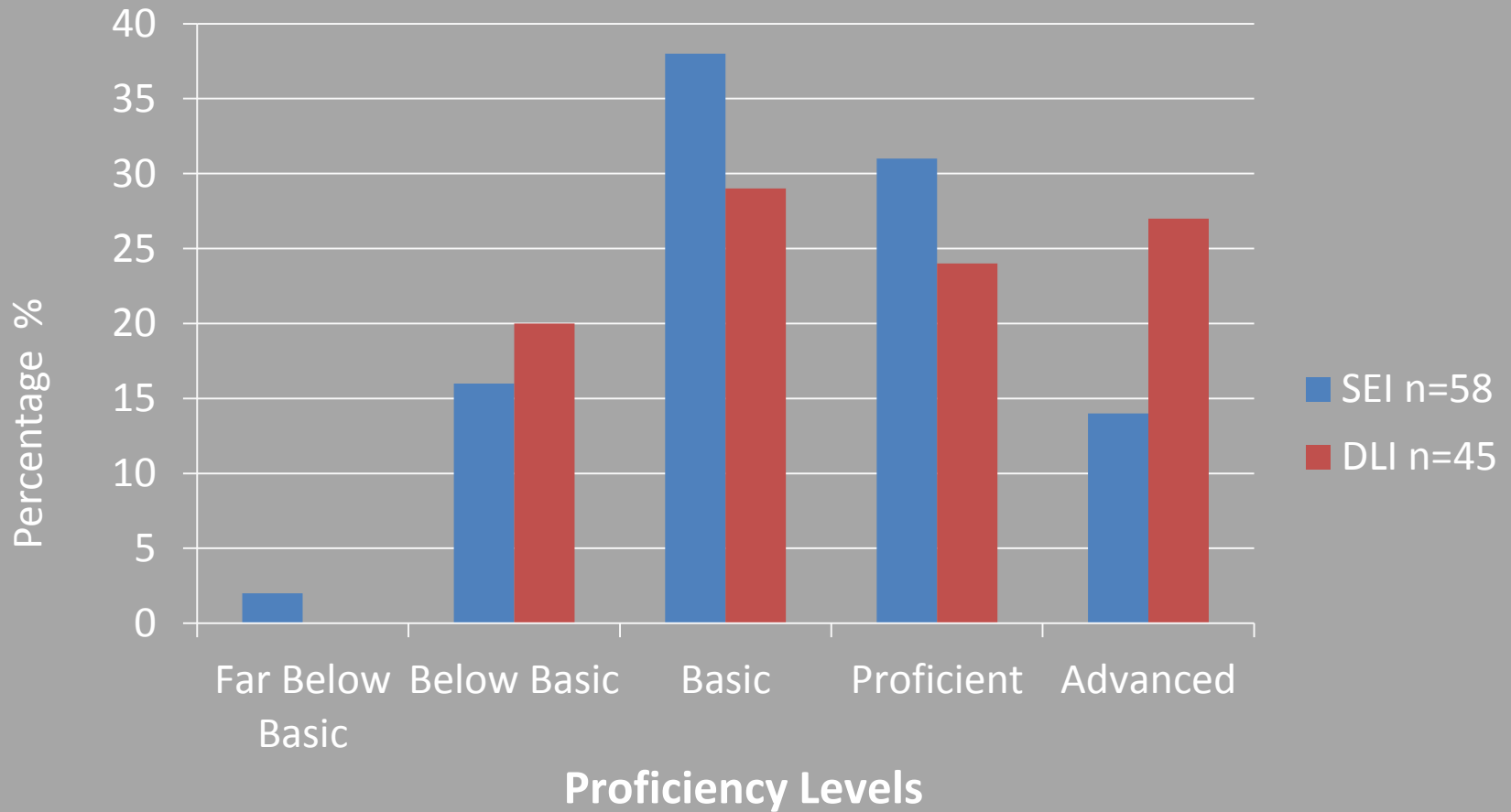
- Program 1: Two-way Dual Language Education (DLE), including Content ESL
- Program 2: One-way DLE, including ESL taught through academic content
- Program 3: Transitional BE, including ESL taught through academic content
- Program 4: Transitional BE, including ESL, both taught traditionally
- Program 5: ESL taught through academic content using current approaches with no L1 use
- Program 6: ESL pullout - taught by pullout from mainstream classroom with no L1 use
- Program 7: Proposition 227 in California (successive 2-year quasi-longitudinal cohorts)



CST ELA Spring 2013



CST Math Spring 2013



DLI Teachers

Margarita Ortiz, First Grade

Blanca Rodriguez, First Grade

Michael Shuman, Fourth Grade

Instruction

- Lessons taught in English and Spanish every day to all students
- Daily English Language Arts, Daily Spanish Language Arts

Instrucción

- Clases en inglés y en español todos los días y para todos los alumnos.
- Enseñanza de Lengua y Literatura diariamente en inglés y español

Instruction

- Teachers remain in the language of instruction—there is no translation
- Teachers are strong language models

Instrucción

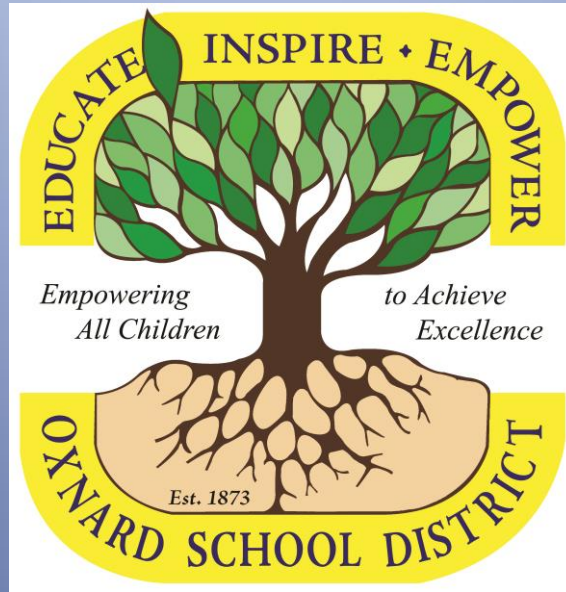
- Los maestros se mantienen en el idioma de instrucción – no hay traducción
- Los maestros son fuertes modelos del lenguaje en el que enseñan

Benefits

- Bilingual individuals are better problem solvers
- They bridge communication among families
- Students build foundation and skills for success in a global society.

Beneficios

- Las personas bilingües son mas hábiles para solucionar problemas.
- Son puente de comunicación entre las familias.
- Los alumnos desarrollan los fundamentos y habilidades para el éxito en una sociedad global.



Oxnard School District DLI Schools

	SCHOOL	YEAR of IMPLEMENTATION	CURRENT GRADES	# of CLASSES
1	Chavez	2014	TK-K	2
2	Curren	2011	TK- 2	6
3	Driffill	2014	TK- K	3
4	Elm	2011	TK-2	6
5	Kamala	2014	K	2
6	Lemonwood	2014	TK-K	2
7	Soria	2009	TK to 5	15

Commitment Required

Acquiring a second language takes 5 to 7 years.

-Parents are aware their second language learner will temporarily struggle.

Compromiso Requerido

La adquisición de una segunda lengua toma de 5 a 7 años.

-Los padres saben de antemano que los alumnos aprendiendo en un segundo idioma, enfrentarán dificultades temporalmente.

Professional Development

- Dual Language Conferences
- Curriculum Training
- Second language Acquisition Strategies
- SIOP
- Spanish Language Development (when applicable)
- Online Tutorials

Capacitación para docentes

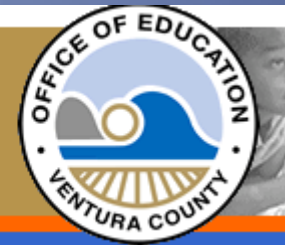
- Convencion acerca de Programas de Doble Inmersion
- Curso de Capacitación Curricular
- Estrategias de la enseñanza de un segundo idioma
- SIOP
- Desarrollo de español
- Clases tutoriales en línea

Professional Development



2014 TWBI National Conference Sacramento

VENTURA COUNTY
OFFICE OF
EDUCATION



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Welcome, Choose Edition:

English

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Español

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Parents

- One on one initial conference
- Classroom visitation
- Brochures, literature and website resources
- Orientation Meeting
- Parent Informational Packet

Padres

- Junta inicial individual
- Informacion a través de folletos, panfletos y sitios de internet
- Junta de orientacion
- Paquete Informativo

Questions and Answers



English Learner Services

Dr. Jairo Arellano, Executive Director

English Learner Services

Margarita Ortiz

Blanca Rodriguez

Michael Schuman

Ivette Zendejas

English Learner Teacher on Special Assignment

Special Joint Meeting
Board/Personnel Commission
October 8, 2014

<p>The meeting was called to order at 5:01 p.m. by President Morrison and Chair Commissioner Jan Rhoads.</p>	<p>CALL TO ORDER</p>
<p>Present were Trustees Ana Del Rio-Barba, Al Duff Sr., Denis O’Leary and Veronica Robles-Solis, and President Ernie “Mo” Morrison. Present were Personnel Commissioners Manuel Perez, Edward Castillo and Chair Commissioner Jan Rhoads.</p>	<p>ROLL CALL</p>
<p>Also present were Superintendent Dr. Morales, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca and Director, Classified Human Resources Jonathan Koch.</p>	
<p>President Morrison led the audience in the Pledge of Allegiance.</p>	<p>PLEDGE OF ALLEGIANCE</p>
<p>On motion of Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried unanimously with a vote of 5-0, the Board adopted the agenda, as presented.</p>	<p>ADOPTION OF AGENDA</p>
<p>On motion of Commissioner Castillo, seconded by Commissioner Perez and carried unanimously with a vote of 3-0, the Personnel Commission adopted the agenda, as presented.</p>	
<p>President Morrison read the Rules for Individual Presentations.</p>	<p>RULES OF PRESENTATIONS</p>
<p>The following individual addressed the Board/Personnel Commission during public comment.</p>	<p>PUBLIC COMMENT</p>
<ul style="list-style-type: none"> ▪ Virginia Whitt, District Employee, concerns with the work calendar for Intermediate Secretaries and review of job description. 	
<p>Mr. Jonathan Koch, Director, Classified Human Resources provided a presentation on the overview of the Merit System and Personnel Commission which included the distinct responsibilities of the Board of Trustees and the Personnel Commission, budget process, classification, recruitment, selection and discipline.</p>	<p>STUDY SESSION Over View of Roles/ Responsibly of the Personnel Commissioners</p>
<p>The following individuals addressed the Board/Personnel Commission during public comment.</p>	<p>PUBLIC COMMENT</p>
<ul style="list-style-type: none"> ▪ Valeria Jimenez, Parent, concerns with school of choice and placement of her children for 2014-15; ▪ Ms. Arias, retired Fremont Teacher, request for Polynesian Program at schools with competition at end of year. 	
<p>Following a question/answer session by the Board Members and Personnel Commissioners and further discussion. The Board and Personnel Commission thanked Mr. Koch for the presentation.</p>	<p>STUDY SESSION Over View of Roles/ Responsibly of the Personnel Commissioners</p>

There being no further business, on motion by Trustee O'Leary seconded by Trustee Duff, President Morrison adjourned the meeting at 6:31 p.m.

ADJOURNMENT
BOARD OF
TRUSTEES

There being no further business, on motion by Commissioner Perez seconded by Commissioner Castillo, Chair Commissioner Rhoads adjourned the meeting at 6:31 p.m.

ADJOURNMENT
PERSONNEL
COMMISSION

Respectfully submitted,

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

By our signatures below, given on this _____ day of _____, 20__, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of October 8, 2014; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
October 15, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, October 15, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison, and Trustees Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Ailanie Herrera and Andres Padilla both second grade students at Lemonwood School in Mrs. Canchola’s class; lead the audience in the Pledge of Allegiance. Following the Pledge both students sang the National Anthem.

PLEDGE OF ALLEGIANCE

Ailanie Herrera, 2nd grade student read the District’s Vision and Mission Statements in English. Andres Padilla, 2nd grade student read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S VISION AND MISSION STATEMENT

A.5 Changes to the Agenda were noted:

ADOPTION OF THE AGENDA

- Section C – Consent, C.7 – Report on 2006 Bond Construction Budget – replaced pages 1 and 2 of Multiple Project – Sources & Budgets Report due to a glitch in the program when converted to PDF file.

On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried unanimously on a roll call vote of 5-0, the Board adopted the agenda, as amended.

Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services, provided history on the District’s Living Wage Resolution which was adopted by the Board on September 17, 2008 to go into effect on July 1, 2009. She shared the current living wage and other considerations the District would need to consider in 2015. Following discussion, the Board directed administration to provide an annual report on living wage.

STUDY SESSION
REPORT ON LIVING WAGE

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 15, 2014:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION
- EXISTING LITIGATION

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

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

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

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

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

Trustees convened to closed session at 5:30 p.m. until approximately 6:56 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board took the following action in closed Session: REPORT ON CLOSED SESSION (Motion #14-53)

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees expelled student #14-02 for the remainder of the school year.

A.11 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meetings: August 20, 2014, September 3, 2014, September 17, 2014, October 1, 2014 and August 21, 2013; and special board meeting August 23, 2014, as presented. APPROVAL OF MINUTES (Motion #14-54)

Dr. Morales, introduced Henry Pio, Energy Manager. INTRODUCTION OF NEW MANAGER

B.1 President Morrison read the Rules For Individual Presentations in English and Trustee Robles-Solis read the Spanish version. RULES FOR PRESENTATIONS

The following individuals address the Board of Trustees: PUBLIC COMMENT

- Araceli Alfaro, Driffill Parent, concerns with bullying and safety of younger students because of the 7th and 8th graders;
- Soraya Romero, Driffill Parent, concerns with the continued bullying of her son, she read a letter she made him write regarding what is happening to him at school to the Board;
- Emma Callegos, Driffill Parent, concerns with safety of younger students, 7th and 8th grade students are out of control, need order at Driffill School;
- LaRay Figueroa, Driffill Teacher, taxpayer, Union Representative, reported the transition of going K-6 to K-8 had not gone smoothly at any of the three schools, too many students added at one time, not enough administration, teachers, and staff to handle the volume of students, everyone is working hard but it is just too much;
- Cynthia Garcia Doan, AMAE President, read into record and distributed a letter in support of English Learner Parents and parent concerns; also thanked the Board for their community services;

- Claudia Mercado, DELAC President and Parent, distributed a letter to be translated and read into record: a request to modify the job description of the Director of English Learners; also requested a quick response to a letter of concerns delivered to the Superintendent on June 10, 2014;
- Francine Castanon, concern with only 4 bathrooms being available for 800 students at Elm School, she placed the Board on a 30 day notice or she will file with the Health Department and the State;
- Rodney Cobos, in support of implementing a PLA in the district to support local jobs for local workers and their families;
- Marcela Desales, Driffill Parent and Primary Teacher, concerns with oppression, bullying and the unsafe conditions at Driffill School which have developed by having 5th – 8th students in the same wing as lower grades;
- Francisca, Driffill Grandmother, concern with the safety and wellbeing of 6 year old granddaughter and other young students especially girls;
- Trustee O’Leary requested a complete report of the incidents be investigated and provided to the Board as soon as possible.
- Blanca Garcia, Driffill Parent for last 15 years, concerned with the bullying of her son, requested more security at the school and asked why students that do not live in their boundary are being allowed to attend the school, requested they be sent back to their home school if they get into trouble;
- Yara M. Bodoy, Driffill Parent, concerned with the bullying of her 6th grade daughter reported there seemed to be no resolution, requested assistance from the Board.

The following items on the consent agenda were approved on motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA
(Motion #14-55)

C.1 Approved the following agreements:

(Agreements)

- Amendment #1 to Agreement #14-07 with Diane Turini-Mize, LMFT, SEP, to provide 12 additional hours per month to provide support for School Counselors, School Counselor Cohorts, and Outreach Consultants for the 2014-15 school year; original contract was \$80,000.00, Amendment #1 is for \$12,000.00, for a total contract amount of \$92,000.00, to be paid with Medi-Cal Funds;
- Amendment #1 to Agreement #14-14 with Ventura County Office of Education, Department of Curriculum and Instruction, to provide additional support with the math pilot process and CCSS math implementation for the 2014-15 school year; original contract was \$254,200.00, Amendment #1 is for \$51,590.00, for a total contract amount of \$305,790.00, to be paid with Common Core Funds;
- #14-131 with Oxnard School District Education Foundation, to assist in implementing a pilot program for music instruction in Grades TK-5 at seven (7) district schools during 2014-15; at no cost to the District;
- #14-136 with Controltec Inc., to provide software and support to implement the CenterTrack childcare management system for the purpose of reporting to the California Department of Education – Child Development Division; amount not exceed \$2,730.00, to be paid with State Preschool Funds;
- #14-137 with Butte County Office of Education/California Mini-Corps, to provide tutors for Migrant students for the 2014-2015 fiscal year; at no cost to the District;

- #14-139 with Channel Islands Maritime Museum, to assist with transportation costs for field trips to the museum; amount not to exceed \$3.00 per student, any fees incurred will be charged to end user's budget;
- #14-140 with El Centrito Family Learning Centers, to offer education information workshops and parent involvement services to parents with children attending OSD, October 16, 2014 through June 30, 2015; at no cost to the District.

C.2 Ratified the following agreements:

- Amendment #1 to Agreement #14-48 with Assistance League Non-Public School, to provide additional services for one (1) preschool student, August 2014 through July 2015, including Extended School Year; original contract was \$61,740.00, Amendment #1 is for \$8,820.00, for a total contract amount of \$70,560.00, to be paid with Special Education Funds;
- #14-138 with Rio School District for OSD to provide SCP/1:1 Paraprofessional Services for student JT061404 for the 2014-2015 school year, including Extended School Year; amount not to exceed \$24,082.59, to be reimbursed to the OSD.

(Ratification of Agreements)

C.3 Approve WAL #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical per Master Agreement #13-124 with Construction Testing & Engineering Inc., for a lump sum fixed fee of \$9,500.00, to be paid with Measure “R” Bond Funds.

(Approval of Work Authorization Letter (WAL) #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical Per Master Agreement #13-124 with Construction Testing & Engineering Inc.)

C.4 Approve WAL #003 to Master Agreement #13-136 with ENCORP for asbestos, lead and hazardous materials testing, survey, and monitoring services for Project 1 – Kindergarten & Science Reconfiguration modernization; for a lump sum fixed fee of \$7,520.00, to be paid with Measure “R” Bond Funds.

(Approval of Work Authorization Letter (WAL) #003 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring at Project 1 – Kindergarten & Science Reconfiguration per Master Agreement #13-136 with ENCORP)

C.5 Appointed Mrs. Jeanette Padilla as the senior citizen's representative on the Measure “R” Bond Oversight Committee.

(Appointment of Representatives To Fill Vacancies – Measure “R” Bond Oversight Committee)

- C.6 Approve the Quarterly Report on Williams Uniform Complaints, first quarter, as presented. (Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints)
- C.7 Received the information on the district's current November 2006 Bond Budget Report, as of Friday, October 3, 2014. (Report on 2006 Bond Construction Budget)
- C.8 Approved the Purchase Order/Draft Payment Report #14-03, as submitted. (Purchase Order/Draft Payment Report #14-03)
- C.9 Approved the Expenditure Transfer Report #14-02, as submitted. (Expenditure Transfer Report #14-02)

C.10 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/ Increase Hours of Positions)

Establish:

- A five hour, 185 day Child Nutrition Worker, position number 6626, to be established at Sierra Linda school. This position will be established due to the increase in meal serving.
- A five hour, 185 day Child Nutrition Worker, position number 6627, to be established in the department of Child Nutrition Services. This position will be established due to the increase in meal serving.

Increase:

- A five and a half hour, 183 day Paraeducator II bilingual, position number 966, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A three hour, 185 day Child Nutrition Worker, position number 2176, to be increased to five and a half hours at Ritchen school. This position will be increased due to the increase in meal serving.
- A three hour, 185 day Child Nutrition Worker, position number 1704, to be increased to five hours at McKinna school. This position will be increased due to the increase in meal serving.

FISCAL IMPACT:

Cost for Child Nutrition Worker-\$35,079 Cafeteria
 Cost for Paraeducator II-\$969 Special Ed
 Cost for Child Nutrition Worker-\$8,761 Cafeteria
 Cost for Child Nutrition Worker-\$7,009 Cafeteria

C.11 Personnel Action: (Personnel Actions)

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Ashleigh Arias	School Counselor, Brekke	September 29, 2014
Patricia Bentley	Resource Specialist, Haydock	September 29, 2014
Elizabeth Cervantes	School Counselor, Lemonwood	September 18, 2014
Heather Chamberlin-Scholle	School Counselor, Soria	September 29, 2014
Viviana Cortez	Teacher, K Support, Harrington	September 29, 2014
Charles R. Fennell	Teacher, Science, Kamala	September 29, 2014
Michaela Gerber	Teacher, 3 SEI, Rose Avenue	September 26, 2014
Amudha Gouttumukkala	Teacher, Science, Drifill	September 16, 2014
John Guillen	Teacher, Physical Education, Soria	September 15, 2014
Kendra Hammond	Teacher, 4/5 combo, Elm	October 10, 2014
Rana Kalaj	Teacher, Mathematics, Haydock	September 15, 2014
Susana Luna Gamez	School Counselor, Sierra Linda	September 15, 2014
Maria E. Nava	Teacher, 3 TBE, Rose Avenue	October 13, 2014
Adam Nielson	Teacher, Physical Education, Kamala	September 4, 2014
Lori Romero	Teacher, K Support, Rose Avenue	September 26, 2014
Rojelio Solis	Teacher, 6 SEI, Frank	September 23, 2014
Marie Sagrado	School Nurse, Pupil Services	October 20, 2014
Bonnie Sussman	Teacher, K TBE Support, Rose Ave.	October 6, 2014
Monica Vallejo	School Nurse, Pupil Services	October 3, 2014
Christina Loveall	Substitute Teacher	2014/2015 School Year
Ramiro Mares	Substitute Teacher	2014/2015 School Year
Katherine Tso	Substitute Teacher	2014/2015 School Year
Holly Valdivia	Substitute Teacher	2014/2015 School Year

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

Alex Arevalo	Harrington School	October 2, 2014
Maria C. Ayala	Harrington School	September 16, 2014
Katie Norton	Brekke School	October 6, 2014
Danielle Ramey	Chavez School	September 30, 2014

Retirement

Venita Kay Barmore	Teacher, Sp. Education M/S, Marshall	October 3, 2014
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Resignation

Cynthia D. Garcia	Teacher, 5 SEI, Curren	September 30, 2014
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

(CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Alcantar, Jessica	Secretary (B), Position #6416 Ed. Services 8.0 hrs./246 days	9/24/2014

Gomez-Castro, Guadalupe	Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days	9/29/2014
Gomez-Romero, Brenda	Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days	9/29/2014
Naranjo, Antonio	Intermediate School Secretary (B), Position #6245 Curren 8.0 hrs./192 days	9/29/2014
Ramirez Jr., Randolph	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	9/22/2014

Limited Term

Arana, Veronica	Paraeducator	9/15/2014
Macht, Keith	Custodian	8/21/2014
Ornales de Martinez, Xochil	Paraeducator	9/18/2014
Reyes, Michael	Custodian	8/21/2014
Salgado-Mojica, Alejandro	Custodian	8/21/2014
Salgado, Rodrigo	Custodian	9/16/2014
Valencia, Christian	Custodian	8/21/2014
Zamarripa, Juan	Custodian	9/16/2014

Exempt

Alvara, Vanessa	Campus Assistant	9/8/2014
Cruz, Sally	Campus Assistant	9/5/2014
Garcia, Gabriel	Campus Assistant	9/22/2014
Haughton, Beverly	Campus Assistant	8/9/2014
Hernandez, Christina	Campus Assistant	9/26/2014
Lara, Vannesa	Campus Assistant	9/5/2014
Leon, Adrian	Campus Assistant	9/8/2014
Leon, Christian	Campus Assistant	9/8/2014
Madrigal, Mayra	Campus Assistant	9/2/2014
Medel, Stephanie	Campus Assistant	9/22/2014
Mohorko, Edgar	Campus Assistant	8/20/2014
Ochoa, Brenda	Campus Assistant	9/5/2014
Ochoa, Rafael	Campus Assistant	9/24/2014
Perez, Eyran	Campus Assistant	9/26/2014
Ramirez, Brenda	Campus Assistant	9/15/2014
Rodriguez, Devora	Campus Assistant	9/8/2014
Roque, Ernest	Campus Assistant	9/23/2014
Roque, Yosis	Campus Assistant	9/10/2014
Sheppard, Devon	Campus Assistant	9/26/2014
Vizcanino, Salvador	Campus Assistant	9/8/2014

Promotion

Cacho, Solanch	Paraeducator II (B), Position #628 & 629 Pupil Services 5.75 hrs./183 days Preschool Assistant (B), Position #2578 NfL 3.0 hrs./183 days	10/1/2014
Hernandez, Miguel	Maintenance Worker II, Position #829 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	9/23/2014

Increase in Hours

Jones, Cynthia	Paraeducator III, Position #1628 Pupil Services 5.75 hrs./183 days	9/25/2014
Lawton, Marcela	Paraeducator III, Position #1628 Pupil Services 5.0 hrs./183 days Paraeducator III, Position #1951 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1951 Pupil Services 5.5 hrs./183 days	9/23/2014

Transfer

Peralta, Ramona	Preschool Assistant (B), Position #2663 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #2666 Rose Ave. 3.0 hrs./183 days	9/29/2014
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Resignation

Cash, Kenneth	Site Technology Technician, Position #2507 Fremont 8.0 hrs./192 days	9/30/2014
Herrera, Adriana	Paraeducator II (B), Position #6177 Pupil Services 5.75 hrs./183 days	10/4/2014
Rodriguez, Lizette	Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days	9/30/2014

D.1 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Resolution #14-13 of the Board of Trustees of the Oxnard School District authorizing the Issuance of the General Obligation, Election of 2012, Series C Bonds and authorizing related documents and actions.

REQUEST FOR APPROVAL OF RESOLUTION #14-13 – AUTHORIZING GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES C (Motion #14-56)

D.2 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorders’ Office, for Bid #13-01, Ritchen/Sierra Linda Remodel Preschool Project with Ardalan Construction Company Inc.

APPROVAL OF NOTICE OF COMPLETION, RITCHEN/SIERRA LINDA REMODEL PRESCHOOL PROJECT, BID #13-01 (Motion #14-57)

D.3 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the Notice of completion and filing of such notice with the County Recorder’s Office, for Bid #13-03, Flooring Project – Various Sites with Reliable Floor Covering Inc.

APPROVAL OF NOTICE OF COMPLETION, FLOORING PROJECT – VARIOUS SITES, BID #13-03 (Motion #14-58)

D.4 Dr. Morales, District Superintendent recommended the restoration of Executive Director, English Learner Services to report to the Superintendent and be part of the Superintendent Cabinet. On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees restored the Director of English Learners Services position to Executive Director of English Learner Services.

CONSIDERATION OF RESTORATION OF DIRECTOR, ENGLISH LEARNER SERVICES TO EXECUTIVE DIRECTOR, ENGLISH LEARNER SERVICES (Motion #14-59)

E.1 Dr. Morales, District Superintendent thanked the individuals who stayed for this part of the meeting and read into record the following: “For this evening’s E Report, we have the second of two information sessions for the School Board Trustees on the topic of Public Labor Agreements. The “E” Report session for tonight’s meeting will present one perspective opinion and information on Public Labor Agreements.

PUBLIC LABOR AGREEMENT (PLA) INFORMATION SESSION 2 OF 2

The information on content presented in tonight’s E” Report is for the Board to have an opportunity to be informed and exposed to varying positions on Public Labor Agreements. The School District is not responsible, recommending or endorsing any positions presented on these two board meeting “E” Reports at this time.

Our two presenters will be Mr. Mark Hovatter, Chief Facilities Executive for Los Angeles Unified School District and Ms. Cherie Cabral representing Tri Counties Building and Construction Trade Council.

Mr. Mark Hovatter representing the Los Angeles Unified School District provided a presentation on the Public Labor Agreement utilized by the LAUSD which has been very successful in supporting the building of 130 new campuses to relieve overcrowding. He briefly shared four myths about PLAs, the positive attributes of PLAs which include smart business sense and work stability. He offered his assistance to the district in the development of a Public Labor Agreement should the Board decide to move in that direction.

Following the presentation, the Board of Trustees held a question/answer session with Mr. Hovatter and thanked him for the presentation.

Ms. Cherie Cabral representing Tri Counties Building and Construction Trade Council provided a presentation which included why to use PLAs, Public Contract Code, and establish training requirements for apprenticeship and journey level usage on Public Works Projects. She also provided information on PLA vs. Pre-Qualification policies, combining policy to best serve the agency and no cost increases associated with a PLA policy.

Following the presentation, the Board of Trustees held a question/answer Session with Ms. Cabral and thanked her for the presentation.

Following Board discussion, the Board directed Dr. Morales to initiate a process to draft a proposal for the next project which is Elm School.

Dr. Cesar Morales:

- Reported he had the opportunity to attend and participate in the Gold Coast CUE Conference on Saturday.
- Informed the Board that the family of Retired Teacher Terri Sheridan recently contacted him requesting he visit and present her with the Retirement Bell and Certificates.

SUPERINTENDENT
ANNOUNCEMENTS

Ms. Ana Del Rio-Barba:

- Requested that Dr. Morales notify her when he is going to visit Ms. Sheraton, she would also like to attend.
- Reported that Mrs. Ramos, Principal of Elm School invited her to visit DLI classrooms which was an awesome opportunity, she stated they have a model program and you can see the program at work. She also reported that the whole environment at the school is very calm, same message they are using the CHAMPS Program and recommended that Trustees go visit Elm.
- Reported she was invited to share her story to Mr. Armstrong's and Mr. Llanes' students during Mexican Heritage Month and enjoyed the opportunity.
- Stated she was concerned with the comments made by Driffill School parents and teachers and requested they be looked into immediately.

TRUSTEES
ANNOUNCEMENTS

Mr. Albert Duff Sr:

- Stated he was concerned with the comments made by Driffill School parents and requested it be looked into and see how the situations can be changed.
- Reported he was happy to see the music program back in the schools and stated it helped student academically.

Mr. Denis O'Leary:

- Stated that during the planning stages of transferring into the K-8 schools, stipulations were put into place if older students could not follow the rules they would be transferred back to their middle school. Requested assistance be provided to Driffill immediately to assure safety tomorrow.

Mrs. Veronica Robles-Solis:

- Reported her son and niece went on a field trip to the Symphony for 4th and 5th graders and expressed their excitement and interest in the arts.
- Suggested that the same policies that were put into place at Soria School should be implemented at all of the K-8 schools.

Mr. Ernest "Mo" Morrison:

- Stated he wanted assistance to Driffill School sooner rather than later, he understood there were issues with the construction and the space for students but there should be no isolation the program should be to help all students at the school.

There being no further business, on motion by Trustee Del Rio-Barba, seconded by Trustee Duff, President Morrison adjourned the meeting at 9:25 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of October
15, 2014; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
September 4, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, September 4, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary, Ernie Morrison and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi and Lisa Cline, Interim Assistant Superintendent Dr. Nancy J. Carroll; and Sylvia Carabajal, executive assistant.

ROLL CALL

Katherine Rambadt, 6th grader at Marina West School read the District’s Mission & Vision in English and Trustee O’Leary read them in Spanish.

DISTRICT’S
MISSION & VISION
STATEMENT

Katherine Rambadt, 6th grader at Marina West School in Ms. Cherie Calles’ class led the audience in the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Mrs. Thomas provided the audience with a Power Point presentation Lesson One Skills, book called Filling Your Bucket. Marina West is the Best!

MARINA WEST
SCHOOL
PRESENTATION

A.5 Changes to the outline of the agenda were noted:

ADOPTION OF THE
AGENDA

- Corrected C.10 – Ratification of Agreement #13-95 with Pleasant Valley School District, last sentence to read that “Pleasant Valley SD” will reimburse OSD NOT Hueneme SD;
- Corrected C.11 – Ratification of Agreement #13-96 with Rio School District, last sentence to read that “Rio SD” will reimburse OSD NOT Hueneme SD.
- Pulled D.1 Approval of Agreement #13-100 New Directions for Academic Advancement Inc.;
- Pulled D.5 Consider Appointment of DLR Group as Architect of Record for Project No. 5 – Elm Reconstruction.

On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a 5-0 vote; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION: September 4, 2013:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

Thirdly, under *Government Code 54957 and Education Code 44943 for:*

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Appointment of Principal
- PUBLIC EMPLOYEE(S) EVALUATIONS:
 - Administrator – Principal(s)
 - District Superintendent

Trustees convened to closed session at 5:15 p.m. until approximately 6:28 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Del Rio-Barba reported the Board took the following action in closed session: REPORT ON
CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried unanimously, the Board of Trustees appointed Aracely Fox as Principal of Juan Soria School. (Motion #13-25)
- On motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously, the Board approved settlement agreement with Classified Employee #9-4-13789. (Motion #13-26)

A.10 Dr. Cesar Morales, District Superintendent introduced Ms. Danielle Reyes, newly appointed Manager of Special Education. Ms. Reyes thanked the Board for the opportunity and making her dream come true. INTRODUCTION OF
NEW
ADMINISTRATORS

B.1 Trustee Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish. RULES FOR
PRESENTATIONS

No one addressed the Board during public comments. PUBLIC
COMMENTS

The following items on the consent agenda were approved on motion of Trustee O’Leary seconded by Trustee Duff, and carried on a 5-0 vote; as amended. CONSENT AGENDA
(Motion #13-27)

C.1 Approved/ratified of the following agreements: (Agreements)

- Amendment #1 to Agreement #11-245 with MNS Engineers, to provide additional services related to the infrastructure of the Driffill School P2P+ project; additional amount not to exceed \$33,047.00, to original amount of \$83,750.00 for a total amount of \$116,797.00, to be paid with Measure M Funds;
- #13-88 with Safe & Civil Schools, provide consultant services for CHAMPS Classroom Management Follow-Up Training for teachers during the 2013-14 school year; amount not to exceed \$5,000.00, to be paid with Significant Disproportionate Coordinated Early Intervening Services Funds;

- #13-89 with 2 Teach, LLC, to provide professional development and coaching for the Co-Teaching model during the 2013-2014 school year; amount not to exceed \$24,450.00, to be paid with Title II Funds;
- #13-90 with Center for Mathematics & Teaching Inc., to provide professional development to intermediate school Math Teachers which will entail preparing students to have the skills necessary to be successful in Algebra; amount not to exceed \$38,000.00, to be paid with Title II Funds;
- #13-97 with County of Ventura – Human Services Agency, to provide school-linked services: Healthy Start Family Resource Centers in the Oxnard School District for the 2013-2014 school year; amount not to exceed \$88,134.38, to be paid with MAA Funds.

C.2 Ratified Amendment #1 to Agreement #12-201 with Joanne Bodine/The Bodine Group, to provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving Approach, cost of service has increased due to the Interest Based Problem Solving Training provided to Management and Bargaining Unit staff; additional amount not to exceed \$10,000.00, to original amount of \$10,000.00 for a total amount of \$20,000.00, to be paid with Certificated Personnel Negotiations Funds.

(Ratification of Amendment #1 to Agreement #12-201 with Joanne Bodine/The Bodine Group)

C.3 Ratified Agreement #13-69 with Passageway, Non-Public School to provide instruction program for student MO030500 for the 2013-14 school year, including Extended School Year; amount not to exceed \$36,803.72, to be paid with Special Education Funds.

(Ratification of Agreement #13-69 with Passageway, Non-Public School, NPS)

C.4 Ratified Agreement #13-70 with Passageway, Non-Public School to provide instruction program for student AH080202 for the 2013-14 school year, including Extended School Year; amount not to exceed \$39,947.52, to be paid with Special Education Funds.

(Ratification of Agreement #13-70 with Passageway Non-Public School, NPS)

C.5 Ratified Agreement #13-71 with Passageway, Non-Public School to provide instruction program for student AL081803 for the 2013-14 school year, including Extended School Year; amount not to exceed \$35,786.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-71 with Passageway Non-Public School, NPS)

C.6 Ratified Agreement #13-91 with the Ventura County Office of Education/SELPA, to provide Occupational Therapist (OT), and Certificated Occupational Therapist Assistant (COTA) service for the 2013-2014 school year; amount not to exceed \$123,840.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-91 with Ventura County Office of Education/SELPA)

C.7 Ratified Agreement #13-92 with Hueneme School District, for OSD to provide DHH services for Hueneme SD Student DP010107 for the 2013-14 school year; Hueneme SD will reimburse OSD \$11,181.80.

(Ratification of Agreement #13-92 with Hueneme School District)

C.8 Ratified Agreement #13-93 with Hueneme School District, for OSD to provide DHH services for Hueneme SD Student RV071706 for the 2013-14 school year, including Extended School Year; Hueneme SD will reimburse OSD \$12,405.90.

(Ratification of Agreement #13-93 with Hueneme School District)

C.9 Ratified Agreement #13-94 with Sylvia Rotfleisch – AVT IEE Consultant Services, to provide IEE AVT evaluation during the 2013-2014 school year for student MR090501; amount not to exceed \$3,000.00, to be paid with Special Education Funds. (Ratification of Agreement #13-94 with Sylvia Rotfleisch)

C.10 Ratified Agreement #13-95 with Pleasant Valley School District, for OSD to provide DHH services for Pleasant Valley SD Student LA101809 for the 2013-14 school year, including Extended School Year; Pleasant Valley SD will reimburse OSD \$19,472.00. (Ratification of Agreement #13-95 with Pleasant Valley School District)

C.11 Ratified Agreement #13-96 with Rio School District, for OSD to provide DHH services for Rio SD Student GE052610 for the 2013-14 school year; Rio SD will reimburse OSD \$11,181.80. (Ratification of Agreement #13-96 with Rio School District)

C.12 Approved setting the date of October 2, 2013 for public hearing to determine sufficient textbooks or instructional materials. (Approval of Notice to Conduct Public Hearing to Determine Sufficient Textbooks or Instructional Materials)

C.13 Received the information on the district's current November 2006 Bond Budget Report, as of Friday, August 23, 2013. (Report on 2006 Bond Construction Budget)

C.14 Approved the Purchase Order/Draft Payment Report #13-01, as submitted. Purchase Order/Draft Payment Report #13-01)

C.15 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)

Increased:

- An eight hour, 215 day Compensatory Education Assistant Bilingual, position number R01852, to be increased to 246 days in Educational Services. The position will be increased to provide clerical support for the Oxnard NFL program.
- A five hour and forty five minute, 192 day Office Assistant II, position number R02404, to be increased to 203 days at Soria School. The position will be increased in days to follow the school schedule.
- A six hour, 203 day Office Assistant II Bilingual, position number R02185, to be increased to 7 hours at Sierra Linda School. The position will be increased due to the increase in enrollment.

FISCAL IMPACT:

Cost for Compensatory Education Assistant (B) -\$2,780.00

Cost for Office Assistant II-\$397.00

Cost for Office Assistant II-\$4,255.00

C.18 Personnel actions: (Personnel Actions)

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

CERTIFICATED

Name	Position	Effective Date
<u>New Hire</u>		
Cristina Aguirre	Teacher, 2 SEI/ELM, Ramona	August 19, 2013
Leticia Batista	Teacher, TK/Kindergarten, McKinna	August 19, 2013
Lisa Dickson	Resource Specialist, Curren	August 19, 2013
Fanny Fitz	Teacher, 3 SEI/ELM, Curren	August 19, 2013
Melanie Flores	Teacher, 2 SEI/ELM, Curren	August 19, 2013
Rosalva Gamez	Teacher, 3 TBE, Harrington	August 19, 2013
Linda Gomez	Teacher, 2 SEI/ELM, Ramona	August 19, 2013
Rosalva Granillo	Teacher, 6 SEI/ELM, Rose Avenue	August 19, 2013
Candi S. Holva	Teacher, English Lang. Arts, Frank	August 19, 2013
Susan Johnston	Teacher, 3 SEI/ELM, Ramona	August 19, 2013
Bettina Knox	Teacher, Pre-K Mod/Sev, San Miguel	August 19, 2013
Rose LeDonne	Teacher, K SEI/ELM, Ramona	August 19, 2013
Diana Lopez	Teacher, 6 SEI/ELM, Ramona	August 19, 2013
Jona Moorghen	Resource Specialist, Frank/Soria	August 23, 2013
Christine Morimune	Teacher, 6 SEI/ELM, Ramona	August 19, 2013
Laura Newman	Teacher, 4 SEI/ELM, Curren	August 19, 2013
Helen Posadas	Teacher, 6 SEI/ELM, McAuliffe	August 19, 2013
Colleen Schiller	Speech/Language Specialist	August 19, 2013
Leticia Segovia	Resource Specialist, Ramona	August 19, 2013
Silvia Valencia-Romero	Teacher, 1/2 TBE, Marina West	August 19, 2013
Jessica Walther	Teacher, 5 SEI/ELM, Kamala	August 19, 2013
Maricela Vargas	Teacher, K TBE, Rose Avenue	August 27, 2013

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

Valentina Avalos	Chavez	August 26, 2013
Larry Brandenburg	Soria	September 3, 2013
Clarissa Buitrago	Brekke	September 16, 2013
Cruz Earls-Mrstik	Curren	August 20, 2013
Ryan Francisco	Kamala	October 16, 2013
Teresa LaPata	Brekke	September 16, 2013
Julie Mead	Kamala	October 16, 2013
Julianne Newman	Marshall	August 21, 2013
Isabel Olachea	McKinna	August 21, 2013
Maria Pichardo	Chavez	August 26, 2013
Anna Serghides	Lemonwood	September 2, 2013
Morgan Shiller	Brekke	September 16, 2013

Resignation

Sean Goldman	Assistant Superintendent, Human Resources and Support Services	July 19, 2013
Sonia King	Teacher, 5/6 SEI/ELM, Elm	August 6, 2013
Michael Moon	Teacher, Physical Education, Soria	August 16, 2013

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

CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Bennett, Catherine	School Occupational Therapist, Position #R02865 Pupil Services 8.0 hrs./203 days	8/20/2013
Duran, Smith	Preschool Teacher (B), Position #R01496 Rose Ave. 4.0 hrs./183 days	8/19/2013
Gush, Jonathan D.	Paraeducator III, Position #R02883 Pupil Services 5.75 hrs./183 days	8/19/2013
<u>Promotion</u>		
Morataya, Maria Isabel	Intermediate School Secretary (B), Position #R00789 Haydock 8.0 hrs./192 days Office Assistant II (B), Position #R00970 Brekke 7.0 hrs./203 days	8/21/2013
Whitt, Virginia	Intermediate School Secretary, Position #R01503 Fremont 8.0 hrs./192 days Office Assistant II (B), Position #R02185 Sierra Linda 6.0 hrs./203 days	8/26/2013
<u>Transfer</u>		
Espinoza, Jesus	Lead Custodian, Position #R00240 Sierra Linda 8 hrs./246 days Lead Custodian, Position #R01029 Driffill 8.0 hrs./246 days	9/3/2013
Morataya, Maria Isabel	Office Assistant II (B), Position #R00970 Brekke 7.0 hrs./203 days Office Assistant II (B), Position #R02872 Frank 2.5 hrs./192 days	8/19/2013
<u>Increase in Hours</u>		
Styles, Anthony	Custodian, Position #R01885 Haydock 8.0 hrs./246 days Custodian, Position #R02542 Haydock 4.0 hrs./246 days	7/18/2013
<u>In Lieu of Layoff</u>		
Garcia Soto, Luizinho	Custodian, Position #R02541 Fremont 4.0 hrs./246 days Custodian, Position #R01885 Haydock 8.0 hrs./246 days	7/18/2013
<u>Re-Hire</u>		
Tapia, Ruby	Paraeducator III (B), Position #R01899 Pupil Services/McAuliffe 5.0 hrs./183 days	8/19/2013
<u>Voluntary Demotion</u>		
Kossman, Maribeth	Computer Lab Technician, Position #R02508 Harrington 8.0 hrs./192 days Microcomputer Network Support Technician, Position #R02718 Technology Department 8.0 hrs./246 days	8/26/2013

Reclassification

Ruiz, Mario Carpenter, Position #R00912 8/9/2013
Facilities 8.0 hrs./246 days
Maintenance Worker II, Position #R00912
Facilities 8.0 hrs./246 days

Unpaid Leave of Absence

Carter, Gavin Computer Lab Technician, Position #R02503 8/9/2013-8/7/2014
Chavez 8.0 hrs./192 days
Lin, David Computer Lab Technician, Position #R00653 6/26/2013-8/1/2014
McAuliffe 8.0 hrs./192 days
Olson, Teresa Instructional Assistant Speech (B), Position #R00973 8/21/2013-8/1/2014
Pupil Services 5.5 hrs./183 days

Resignation

Euan, Julie Outreach Specialist (B), Position #R02566 8/26/2013
Medrano, Karina Child Nutrition Worker, Position #R02395 8/16/2013
Spence, Zanita Computer Lab Technician, Position #R02512 8/16/2013
Zaragoza, Maria Preschool Assistant (B), Position #R00443 8/15/2013

D.1 Pulled from agenda

*APPROVAL OF
AGREEMENT #13-100
– NEW DIRECTIONS
FOR ACADEMIC
ADVANCEMENT INC.*

D.2 The Board of Trustees made no nominations.

*CSBA NOMINATION
FOR DIRECTOR-AT-
LARGE, AMERICAN
INDIAN, BLACK OR
COUNTY*

D.3 On motion by Trustee O’Leary, seconded by Trustee Morrison and carried unanimously on a 5-0 vote the Board of Trustees approved Agreement #13-57 with Earth Systems Pacific, to provide Soil Sampling/Analysis and Risk Evaluation Report for the proposed Lemonwood School K-8 Project; amount not to exceed \$15,805.00, to be paid with Measure R Funds.

*APPROVAL OF
AGREEMENT #13-57
EARTH SYSTEMS
PACIFIC
(Motion #13-28)*

D.4 Mr. Yuri Calderon with Caldwell Flores Winters, Inc. provided background information on the Lease Leaseback process. Following discussion, on motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously on a 5-0 vote, the Board of Trustees appointed Bernards Brothers Inc., to provide Lease Leaseback Pre-Construction Services for Project No. 4 – Harrington Pre-Construction.

*CONSIDER
APPOINTMENT AND
APPROVAL OF
AGREEMENT #13-98
WITH BERNARDS
BROTHERS INC., TO
PROVIDE LEASE-
LEASEBACK PRE-
CONSTRUCTION
SERVICES FOR
PROJECT NO. 4
HARRINGTON
ELEMENTARY
SCHOOL
RECONSTRUCTION
(Motion #13-29)*

D.5 Pulled from Agenda

CONSIDER
APPOINTMENT OF DLR
GROUP AS ARCHITECT
OF RECORD (AOR) FOR
PROJECT NO. 5 OF
MEASURE "R" AND
OXNARD FACILITIES
PROGRAM, AND
APPROVAL OF
ARCHITECTURAL
SERVICES CONTRACT
#13-101 WITH DLR
GROUP & PROPSOED
SCHOOL SITE FOR
PROJECT NO. 5 – ELM
RECONSTRUCTION

E.1 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Mr. Daniel Kubilos, Chief Information Officer provided an in-depth report on the District’s California State Test results for the school year 2012-13. Also provided was information on the District’s Academic Performance Index (API), Adequate Yearly Progress (AYP), California Longitudinal Pupil Achievement Data System (CALPADS), five year comparison on the Content Standards Test (CST) results, Safe Harbor and review of the District’s Five Performance Goals of the Local Educational Agency (LEA) Plan and ending with Common Core State Standards Goals for 2013-14.

OXNARD SCHOOL
DISTRICT
CALIFORNIA STATE
TEST RESULTS 2013

Mrs. Kawaguchi shared that there were some discrepancies if a student did not attempt to answer enough questions the State will default to Code 9 and the test will not be scored. She reported she had contacted the State Department yesterday and today and awaited a call back. Mrs. Kawaguchi reported that administration had decided to have the State score the tests by hand if need be and cover the costs to have the correct information on the API which would also affect the AYP. She stated more information would be provided to the Board as soon as it was received from the State Department.

Following a lengthy discussion, the Board of Trustees thanked Mrs. Kawaguchi and Mr. Kubilos for the presentation. The Board did request and updated report once the information was provided by the State.

F.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously on a 5-0 vote; the Board of Trustees reviewed and adopted the Board Policy and Administrative Regulations listed below, for a second reading as presented:

SECOND READING
OF POLICIES,
REGULATIONS AND
BYLAWS

Revision BP/AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Carroll	(Motion #13-30)
Revision AR 3541.1	Business and Noninstructional Operations TRANSPORTATION FOR SCHOOL – RELATED TRIPS	Carroll/ Magaña	
Revision BP/AP 7211	Facilities DEVELOPER FEES	Cline	

Dr. Cesar Morales:

- Reported that Back-To-School Nights had begun with Elm, McKinna and Sierra Linda being first. He thanked the teachers and staff for preparing such beautiful school sites for the students and the parents. He thanked the parents for their participation in the student’s educational journey.
- He stated he visited more schools this week and will continue to visit schools sites as time permits.
- He thanked Mrs. Kawaguchi and her staff for providing a great presentation, stating the district has a lot to be proud of and he is glad to be part of the team.

SUPERINTENDENT’S
ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Reported she had attended the Back-To-School Night at Elm and McKinna Schools and it was exciting to meet new parents, teachers and appreciated the parent’s involvement.

TRUSTEES’
ANNOUNCEMENTS

Mr. Ernie Morrison:

- Stated he was excited about the positive start of the school year. He stated there is a hum and that parents outside of the district questioned him on how they could get into some of our schools which are the place to be. Reported there was a positive appeal for OSD because of the work done by the Board Members, staff and teachers and looked forward to great things to happen this year.

TRUSTEES’
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Stated he appreciated the hard work of the administrators, teachers, students and parents; there is a hum out there but it did not happen by accident, there has been a lot of hard work and credit is due to the parents who have always been there for the students. He stated he was looking forward to a great year and more excitement to come.

Mr. Albert Duff Sr.:

- Expressed kudos to the staff for the report provided earlier in the meeting.

Mrs. Ana Del Rio-Barba:

- Reported she visited McKinna School and was reflecting on a year ago on where the Board’s task was to get the whole community involved with the new reconstruction plan and how the district succeeded in one year.
- Shared her goal for the District was to be #1 in the community and she felt that this had been accomplished, OSD is a great place to be. Test scores are part of education and the district needs to move forward for the sake of the students so they can grow up in a healthy environment.
- Requested the Board discuss the PEG funds and continue to have a conversation with City counterparts.

There being no further business, on motion by Trustee O’Leary seconded by Trustee Robles-Solis, President Del Rio-Barba adjourned the meeting at 8:35 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the

Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of September 4, 2013; on motion of Trustee _____, seconded by Trustee

_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
September 11, 2013

<p>The meeting was called to order at 5:00 p.m. by President Ana Del Rio-Barba.</p>	<p>CALL TO ORDER</p>
<p>Mr. Ernesto Flores led the audience in the Pledge of Allegiance.</p>	<p>PLEDGE OF ALLEGIANCE</p>
<p>Present were Trustees Denis O’Leary, Ernest Morrison, Veronica Robles-Solis and President Ana Del Rio-Barba. Trustee Albert Duff Sr. was absent due to a previous commitment. Also present was Dr. Morales, Superintendent and Assistant Superintendents Catherine Kawaguchi and Lisa Cline, Interim Assistant Superintendent Dr. Nancy Carroll, executive assistant Sylvia Carabajal.</p>	<p>ROLL CALL</p>
<p>On motion of Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a 4-0 vote; the agenda was adopted, as presented.</p>	<p>ADOPTION OF AGENDA</p>
<p>No one addressed the Board during public comment.</p>	<p>PUBLIC COMMENT</p>
<p>Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Mr. Daniel Kubilos, Chief Information Officer provided an update on the Educational Program which included the academy development, 1:1 iPad deployment process and community forums. They began with the Oxnard School District Goals: improving school facilities, Measure “R” finance improvements, reduce overcrowding, academy-based instructional program, parent and student choice, and extended day kindergarten. Mrs. Kawaguchi reported on the professional development training provided to intermediate school teachers during the summer in order to prepare for the academies deployment. As well as, training for administration and staff in K-5 and K-8 schools. The partnerships that had been developed with Channel Islands California State University, and many other organizations. The next steps would include meeting with principals for on-going development of Strand Focus, Academies and Dual Language Immersion; community meetings, iPad deployments and trainings for parents in English and Spanish and continued professional development for teachers. Dr. Morales shared that he and Mrs. Kawaguchi had met with Oxnard Police and they were aware of the 1:1 device deployment for the schools and would be provided more patrolling during those times for the safety of all.</p>	<p>BOARD GOVERNANCE FACILITIES PLANNING SESSION – EDUCATIONAL PROGRAM</p>
<p>Following discussion, the Board thanked Mrs. Kawaguchi and Mr. Kubilos for the presentation. Mrs. Kawaguchi informed the Board Members that they would be receiving an iPad and training later on in the evening.</p>	
<p>The Board took a recess at 6:35 p.m. until 6:50 p.m.</p>	<p>(Recess)</p>
<p>Mr. Ernesto Flores, President of Caldwell Flores Winters Inc., introduced Jerome Cogan, Yuri Calderon and Greg Norman, and provided a review on the District’s current and future designing support facilities, including multipurpose usage and administration spaces. He suggested that the District may wish to consider evaluating the best utilization of resources during the design process for new school sites to provide a consistent approach across new construction and future modernization programs. Following discussion, the Board thanked Mr. Flores for his report.</p>	<p>SUPPORT FACILITIES PROGRAM</p>

There being no further business, on motion by Trustee O'Leary seconded by Trustee Robles-Solis and carried on a 4-0 vote, President Del Rio-Barba adjourned the meeting at 8:24 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this _____ day of _____, 20__, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of September 11, 2013; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
September 18, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, September 18, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary and Veronica Robles-Solis. Trustee Ernie Morrison was absent due to vacation. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi, Lisa Cline, and Interim Assistant Superintendent Dr. Nancy J. Carroll; and Sylvia Carabajal, executive assistant.

ROLL CALL

Andrew Chavez, 4th grader at Marshall School in Ms. McCowan’s class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Bianca Valencia, 5th grader at Marshall School in Ms. Perez Sloan’s class read the District’s Mission & Vision in English and Spanish.

DISTRICT’S MISSION & VISION STATEMENT

Mrs. Cindy Hallman provided the audience with a short video on what is happening at Thurgood Marshall School. She thanked the Board for supporting the students with their iPads and reported they continue to explore and work with students on Thinking Tools and other programs. She thanked the Board for allowing her to showcase Thurgood Marshall School.

MARSHALL SCHOOL PRESENTATION

- A.5 Changes to the outline of the agenda were noted:
- Section C – Consent Agenda: C.5 Establish/Abolish/Reduce/Increase Hours of Positions: Pulled – Reduce: an 8 hour, 183 day Bus Driver, position number R01089.

ADOPTION OF THE AGENDA

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 4-0 vote; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION: September 18, 2013:
After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT CLOSED SESSION

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

Thirdly, under *Government Code 54957 and Education Code 44943* for:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Appointment of Assistant Principal(s)

Trustees convened to closed session at 5:24 p.m. until approximately 6:27 p.m. to discuss items on the closed session agenda. CLOSURE SESSION

President Del Rio-Barba reported the Board took the following action in closed session: REPORT ON CLOSURE SESSION

- On motion by Trustee O'Leary, seconded by Trustee Robles-Solis and carried unanimously, the Board of Trustees appointed the following: (Motion #13-31)
 - Mrs. Aracely Fox, Principal at Soria School
 - Ms. Shanell Semien, Assistant Principal at McAuliffe Elementary
 - Mr. Jorge Mares, Assistant Principal at Kamala Elementary
 - Mrs. Bertha Anguiano, Assistant Principal at Haydock Intermediate
 - Ms. Paola Vargas, Assistant Principal at Frank Intermediate
 - Mrs. Betsy Meyring, Assistant Principal at Chavez Elementary
 - Ms. Kristin Chacón, Assistant Principal at Curren Elementary

A.10 Tabled until October 2, 2013. INTRODUCTION OF NEW ADMINISTRATORS

B.1 Clerk Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish. RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Jean Joneson, concerned grandparent in opposition of Common Core, and requested when will the district meet with parents in a public forum regarding the above topic.

The following items on the consent agenda were approved on motion of Trustee Robles-Solis seconded by Trustee Duff, and carried on a 4-0 vote; as amended. CONSENT AGENDA (Motion #13-32)

C.1 Approved/ratified of the following agreements: (Agreements)

- #13-99 with Controltec Inc., to provide software, training, and support to implement a childcare management system for the purposes of invoicing, collection, and reconciliation of family fee accounts for preschool services; amount not to exceed one-time fee of \$6,098.00 for the first year contract, and \$2,730.00 for subsequent 12 month periods, to be paid with State Preschool Program Funds;
- #13-103 with Braille Institute, to provide Oxnard School District students the skills needed to live an independent life with their visual impairment or blindness; at no cost to the District;
- #13-104 with UC Santa Barbara, to provide the MESA (Mathematics Engineering and Science Achievement) Program at the three intermediate schools in the district for the 2013-14 school year; amount paid accordingly: Haydock \$1,000.00 to be paid with ASP Funds, Frank \$1,500.00 to be paid with ASP Funds, and Fremont \$1,000.00 to be paid with SIP Funds;

- #13-105 with The NEED Project to provide a one-day professional development workshop on September 26, 2013 for up to 40 teachers; amount not to exceed \$10,300.00, to be paid with Title II Funds.

C.2 Adopted the Appropriations Limit Resolution #13-10 for 2012-2013 and 2013-2014 as required by law.

(Resolution #13-10: Adoption of Appropriate Limit (GANN) & Appropriations Subject To The Limit for 2012-2013 and 2013-2014)

C.3 Received the information on the district's current November 2006 Bond Budget Report, as of Friday, September 6, 2013.

(Report on 2006 Bond Construction Budget)

C.4 Approved The Expenditure Transfer Report #13-01, as submitted.

(Expenditure Transfer Report #13-01)

C.5 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- A five and a half hour, 183 day Paraeducator II Bilingual, position number R02935, to be established at Haydock school. The position will be established to support the RSP Teacher.
- A four hour, 183 day Preschool Teacher Bilingual, position number R02937, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.
- A four hour, 183 day Preschool Teacher Bilingual, position number R02938, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.
- A three hour, 183 day Preschool Assistant Bilingual, position number R02939, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.
- A three hour, 183 day Preschool Assistant Bilingual, position number R02940, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.
- A three hour, 183 day Preschool Assistant Bilingual, position number R02941, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.
- A three hour, 183 day Preschool Assistant Bilingual, position number R02942, to be established in the Early Childhood Education Programs department. This position will be established due to restoration in funding to serve more children, creating a need to hire more staff.

FISCAL IMPACT:

Cost for Paraeducator II-\$21,197.00 Special Education Funds
Cost for Preschool Teachers-\$39,456.00 Preschool Funds
Cost for Preschool Assistants-\$39,010.00 Preschool Funds

C.6 Personnel actions:

(Personnel Actions)

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

CERTIFICATED

Name	Position	Effective Date
<u>New Hire</u>		
Morgan Shiller	Teacher, 5/6 SEI/ELM, Brekke	August 28, 2013
Shannon R. Torgeson	Teacher, 1 SEI/ELM, Chavez	September 6, 2013
Maricela Vargas	Teacher, K TBE, Rose Avenue	August 27, 2013
Jennifer Huynh	Substitute Teacher	2013/2014 School Year
James Jenkins	Substitute Teacher	2013/2014 School Year
Chri Rini	Substitute Teacher	2013/2014 School Year

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

Evelio Arriaga	Lemonwood	September 23, 2013
Samantha Lane	Curren	September 12, 2013

Promotion

Aracely Fox	Principal, Middle School, Soria	September 23, 2013
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Resignation

Erin Chapple	Resource Specialist, 50%	September 6, 2013
Wendy Koen-Burnett	Speech/Language Specialist, Marina West	August 9, 2013

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

CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Granados, Amalia	Paraeducator I (B), Position #R02557 NfL 3.0 hrs./55 days	8/26/2013
Jones, Cynthia	Paraeducator III, Position #R01628 Pupil Services/San Miguel 5.0 hrs./183 days	8/19/2013
<u>Exempt</u>		
Barajas, Sabrina	Campus Assistant	8/19/13
Calzada, Juan	Campus Assistant	9/3/2013
Cardenas, Jazmin	Campus Assistant	8/28/2013
Contreras, Veronica	Campus Assistant	8/26/2013
Coon, Amanda	Campus Assistant	8/26/2013
Cortez, Hugo	Campus Assistant	8/19/2013

Ramirez, Maria	Campus Assistant	8/26/2013
Slade, Alyssa	Campus Assistant	9/4/2013
Tapia, Aurora	Campus Assistant	8/26/2013

Limited Term

Andaya, Sherylyn	Clerical	8/23/2013
Contreras, Veronica	Child Nutrition Worker	8/26/2013
Coronado, Stephanie	Clerical	8/19/2013
Gleeson, Diane	Clerical	9/11/2013
Rodriguez, Jose Luis	Child Nutrition Worker	8/19/2013
Solis, Carlos	Clerical	8/19/2013

Transfer

Aguilar, Bertha	Paraeducator II, Position #R02904 Kamala 5.75 hrs./183 days	9/5/2013
	Instructional Assistant SDC (B), Position #R02060 Haydock 5.5 hrs./183 days	
Gomez, Jennifer	Paraeducator III, Position #R01913 Pupil Services 5.75 hrs./183 days	8/21/2013
	Paraeducator III, Position #R02142 Pupil Services 5.5 hrs./183 days	
Herrera, Adriana	Paraeducator II (B), Position #R02193 Sierra Linda 5.75 hrs./183 days	8/21/2013
	Paraeducator II (B), Position #R02109 Pupil Services 4.0 hrs./183 days	
Pantoja, Rocia	Paraeducator III, Position #R02807 Kamala 5.75 hrs./183 days	8/21/2013
	Instructional Assistant SH (B), Position #R02029 Pupil Services 5.5 hrs./183 days	
Rodriguez, Lizette	Office Assistant III (B), Position #R01808 Ed. Services/NfL 8.0 hrs./246 days	9/17/2013
	Attendance Accounting Technician (B), Position #R01502 Brekke 8.0 hrs./210 days	
Tellez, Argelia	Office Assistant II (B), Position #R00970 Brekke 7.0 hrs./203 days	9/9/2013
	Office Assistant II (B), Position #R01818 Ramona 5.0 hrs./203 days	

Increase in Days

Flores, Dolores	Office Assistant II (B), Position #R02404 Soria 5.75 hrs./203 days	8/29/2013
	Office Assistant II (B), Position #R02404 Soria 5.75 hrs./192 days	
Murillo de Jeronimo, Erica	Compensatory Ed. Assistant, Position #R01852 Ed. Services 8.0 hrs./246 days	8/29/2013
	Compensatory Ed. Assistant, Position #R01852 Ed. Services 8.0 hrs./215 days	

Voluntary Demotion

Manansala, Melanie	Paraeducator II, Position #R02905 Pupil Services 5.75 hrs./183 days	8/21/2013
	Paraeducator III, Position #R02857 Pupil Services 5.0 hrs./183 days	

Resignation

Morales, Fabiola	Child Nutrition Worker, Position #R02174	5/31/2013
Telles, Rose Marie	Child Nutrition Worker, Position #R01583	9/2/2013

Retirement

Carruthers, Millard	Child Nutrition Worker, Positon #R00269	8/23/2013
Chipman, Norma	Bus Scheduler/Driver Trainer, Position #R01446	12/10/2013
Maffuffo, Bernarda	Preschool Teacher, Position #R01110	10/2/2013
Sullivan, Paul	Vehicle & Equipment Mechanic, Position #R00415	11/5/2013

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services presented the Oxnard School District 2012-13 Unaudited Actual Financial Information according to Education Code Section 42100. She thanked the Business Staff, Ms. Janet Penanhoat, Director, Finance and her staff for a job well done. On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried unanimously with a 4-0 vote; the Board of Trustees accepted the Oxnard School District 2012-13 Unaudited Actual Financial Information and authorized its filing with the Ventura County Office of Education.

OXNARD SCHOOL DISTRICT 2012-2013 UNAUDITED ACTUAL FINANCIAL INFORMATION (Motion #13-33)

D.2 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried unanimously on a 4-0 vote; the Board of Trustees adopted the 2012-2013 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association, as presented.

RATIFICATION OF OSD & OEA 2012-2013 COLLECTIVE BARGAINING AGREEMENT (Motion #13-34)

D.3 On motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously on a 4-0 vote; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorder’s Office for Bid #12-02, Educational Service Center Data Room Alteration with Waisman Construction Inc., Agreement #12-188.

APPROVAL OF NOTICE OF COMPLETION, EDUCATIONAL SERVICE CENTER DATA ROOM ALTERATION, BID #12-02 (Motion #13-35)

Dr. Cesar Morales:

- Reported he had attended several Back To School Nights and was proud to announce that they were a success, attendance was good, student work was displayed for parent observation and teachers went that extra mile to provide information for the parents from the students.

SUPERINTENDENT’S ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Reported she attended the iPad Deployment at both Chavez and Marshall Schools and it was nice to see the student and community’s excitement about the iPad. She thanked the staff for staying late in order to make sure students received their iPads.

TRUSTEES’ ANNOUNCEMENTS

Mr. Denis O’Leary:

- Stated that Mr. Javier Gomez, retired teacher of the district had been recognized by the Mexican Consulate.
- Reported he received positive feedback on the deployment of the iPads and stated he was using his today and students informed him that their relatives are using them for information. He thanked everyone involved and the community for the support of the deployment.

Mr. Albert Duff Sr.:

- Reported he toured Driffill School and 70% of the job is complete, the job is coming along nicely and it is coming together.
- Reported the 10 year anniversary for Thurgood Marshall School was coming up and shared that he was on the Construction Oversight Committee for Marshall School and his wife was on the committee that named the school.

Mrs. Ana Del Rio-Barba:

- Commended the Superintendent and District Team on providing temporary teacher coverage in classroom during the first weeks of school.
- Attended several Back To School Nights which included Sierra Linda, Curren, McAuliffe, Chavez, Fremont and Ramona School, stated she appreciated the parent and staff support and looked forward to the weeks ahead.

There being no further business, on motion by Trustee Duff seconded by Trustee Robles-Solis, President Del Rio-Barba adjourned the meeting at 7:25 p.m. ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
September 18, 2013; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
October 2, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:01 p.m. on Wednesday, October 2, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, Ernie Morrison, Denis O’Leary and Veronica Robles-Solis. Trustee Al Duff Sr. had not arrived due to a previous commitment. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Catherine Kawaguchi and Lisa Cline, Interim Assistant Superintendent Dr. Nancy J. Carroll; and Sylvia Carabajal, executive assistant.

ROLL CALL

Ivan Tapia Ambriz, 6th grader at McKinna Elementary School in Mr. Oy’s class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Julian Mendez, 6th grader in Mrs. Sheridan’s class read the District’s Mission & Vision in English and Jaqueline Hernandez, 6th grader in Mrs. Sheridan’s class read them in Spanish.

DISTRICT’S MISSION & VISION STATEMENTS

Mrs. Jenks reported McKinna School was an Apple Distinguished School and they are reapplying for the award this year and must write an application for an ibook and presented the process that developed into the application. A presentation was shared with the audience explaining the process of reapplying. Following the visual presentation, McKinna students taught Board Members and administrators how to use the iPad with the International DOT Day application which values the creativity in each human being, the activity interacted with student work that was on the bulletin boards in the Board Room. They also showed them how to use flash cards which were being used by the Transitional Kindergartners and Kindergartners to learn their alphabet. Mrs. Jenks shared that on October 16, 2013 the school was hosting an Apple show and invited the Board Members to attend.

McKINNA SCHOOL PRESENTATION

President Del Rio-Barba and the Board thanked the students, parents and Mrs. Jenks. They commended her on the work she is doing at the school and also in the community stating that they had heard Mrs. Jenks was a presenter at the CABA Conference and she did a wonderful job.

A.5 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a 4-0 vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

ANNOUNCEMENT PRIOR TO CLOSED SESSION: October 2, 2013:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT CLOSED SESSION

Firstly, for EXPULSION OF STUDENT under *Education Code*, Section 48916.

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Appointment of Assistant Superintendent, Human Resources & Support Services
- PUBLIC EMPLOYEE EVALUATION
 - District Superintendent

Trustees convened to closed session at 5:29 p.m. until approximately 7:00 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Del Rio-Barba reported the Board would be returning to closed session at the end of the regular meeting and took the following action in closed session: REPORT ON
CLOSED SESSION

(Motion #13-36)

- On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a 4-0 vote; the Board approved the stipulated expulsion of student #13-01.

A.10 Ms. Marikaye Phipps, Director of Pupil Services reported she was very excited that Ms. Heather Jue, Teacher at McKinna Elementary was recognized by the Ventura County Special Education Local Plan Area (SELPA) Community Advisory Committee (CAC) for her exemplary work on behalf of students with special needs. RECOGNITION OF
MS. HEATHER JUE
– SELPA CAC
AWARD

A.11 Dr. Morales presented the following new administrators to the Oxnard School District Board of Trustees: INTRODUCTION OF
NEW
ADMINISTRATORS

- Mrs. Aracely Fox, Principal at Soria School
- Ms. Shanell Semien, Assistant Principal at McAuliffe School
- Mr. Jorge Mares, Assistant Principal at Kamala School
- Mrs. Bertha Anguiano, Assistant Superintendent at Haydock Intermediate
- Ms. Paola Vargas, Assistant Principal at Frank Intermediate
- Mrs. Betsy Meyring, Assistant Principal at Chavez Elementary
- Ms. Kristin Chacón, Assistant Principal at Curren Elementary

A.12 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Michael Littlejohn, Transportation Manager, who summarized what school bus safety month represents. The Board of Trustees read into record Resolution #13-11 California School Bus Safety Month and moved on motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the board adopted Resolution #13-11. ADOPTION OF
RESOLUTION #13-
11 – CALIFORNIA
SCHOOL BUS
SAFETY MONTH
(Motion #13-37)

A.13 On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried unanimously on a 5-0 vote, the Board of Trustees approved the minutes of regular and special board meetings, as submitted:

APPROVAL OF MINUTES (Motion #13-38)

- Regular meeting of May 15, 2013
- Special meeting of May 22, 2013
- Special meeting of May 29, 2013

B.1 Trustee Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board:

PUBLIC COMMENTS

- Larry Stein, requested a 45 day fiscal study on the impact of single family home of four on the district and insist the City of Oxnard assist with School Income Fees;
- Jennifer Huynh, McAuliffe Parent, concerns that GATE services would not be provided at McAuliffe School but rather at student’s home schools next year, opposed to moving GATE Program;
- Christin Tran, McAuliffe Parent, concerns with not continuing the GATE Program;
- Elvira Vega, McAuliffe Parent, concerns to keep the GATE Program at McAuliffe;
- Eileen Whalen, McAuliffe GATE Parent, concerns to keep the GATE Program at one school and requested preventions be made to provide these services to students;
- Tim Lumas, concerned citizen, request to continue the GATE Program at McAuliffe School;
- Andrea Bleecher, OSSA President, commended and thanked the administration and staff for a successful negotiation year and stated she was proud to be on the team;
- Fred Arthur, McAuliffe Parent, request to keep the GATE Program at McAuliffe School.

B.2 This being the time and date noticed President Del Rio-Barba opened the public hearing to determine if the district is providing its students with sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for the core subject areas, presented in the resolution. Being there were no written or oral comments or requests President Del Rio-Barba declared the hearing closed.

PUBLIC HEARING Approval of Hearing to Present Resolution #13-09 On Sufficiency of Textbooks or Instructional Materials for 2013-2014 (Motion #13-39)

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Resolution #13-09 on sufficiency of textbooks or instructional materials for 2013-2014 school year.

The following items on the consent agenda were approved on motion of Trustee Robles-Solis seconded by Trustee O’Leary, and carried on a 5-0 vote; as presented.

CONSENT AGENDA (Motion #13-40)

C.1 Approved/ratified of the following agreements:

(Agreements)

- #13-102 with Butte County Office of Education/California Mini-Corps Program, to provide tutors for Migrant Students for the 2013-2014 school year; no fiscal impact to the District;

- #13-107 with Kids & Families Together (K&FT), to provide services to school age children and children ages prenatal to five year olds and their families, October 3, 2013 through October 31, 2014; no fiscal impact to the District;
- #13-109 with James Cospes Stepping Stone Foundation/Ventura County LGBTQ Center, to provide education and support to LGBTQ (Lesbian, Gay, Bisexual, Transgender/Sexual, Queer and everyone else in the spectrum), October 3, 2013 through September 30, 2014, no fiscal impact to the District.

C.2 Ratified Agreement #13-113 with Child Development Resources of Ventura County Inc. for ground lease terms between OSD and CDR of Ventura County Inc. for the Head Start Program at Haydock Intermediate School, September 1, 2013 through June 30, 2014; at no cost to the District. (Ratification of Agreement #13-113 CDR of Ventura County Inc. – Haydock Head Start)

C.3 Ratified Agreement #13-114 with Child Development Resources of Ventura County Inc. for ground lease terms between OSD and CDR of Ventura County Inc. for the Head Start Program at Marina West School, September 1, 2013 through June 30, 2014; at no cost to the District. (Ratification of Agreement #13-114 CDR of Ventura County Inc. – Marina West Head Start)

C.4 Ratified Agreement #13-115 with Child Development Resources of Ventura County Inc. for ground lease terms between OSD and CDR of Ventura County Inc. for the Head Start Program at San Miguel School, September 1, 2013 through June 30, 2014; at no cost to the District. (Ratification of Agreement #13-115 CDR of Ventura County Inc. – San Miguel Head Start)

C.5 Approved request to waive fees for Use of Facilities for the OSD Education Foundation to conduct a fundraiser activity. (Request to Waive Fees for Use of Facilities Permit – OSD Education Foundation)

C.6 Approved participation with the Los Angeles Unified School District Bid #C-275 for the purchase of Classroom and Office Furniture from Smith System Manufacturing Co., for the performance term of the Los Angeles Unified School District’s agreement. (Participation per Public Contract Code §20118 – Oxnard School District for The Purchase of Classroom and Office Furniture)

C.7 Approved participation with the Los Angeles Unified School District Bid #C-275 for the purchase of Classroom and Office Furniture from VS America Inc., for the performance term of the Los Angeles Unified School District’s agreement. (Participation per Public Contract Code §20118 – Oxnard School District for The Purchase of Classroom and Office Furniture)

C.8 Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, September 20, 2013. (Report on 2006 Bond Construction Budget)

C.9 Approved Purchase Order/Draft Payment Report #13-02, as submitted. (Purchase Order/Draft Payment Report #13-02)

C.5 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- A seven hour, 183 day Healthcare Technician, position number R02943, to be established in the Pupil Services department. The position will be established to meet the needs of our students.
- A seven hour, 183 day Healthcare Technician, position number R02944, to be established in the Pupil Services department. The position will be established to meet the needs of our students.
- A five hour, 192 day Computer Lab Technician, position number R02946, to be established at Frank School. The position is needed to support the iPad deployment.
- A five hour, 192 day Computer Lab Technician, position number R02947, to be established at Haydock School. The position is needed to support the iPad deployment.
- A five hour, 192 day Computer Lab Technician, position number R02950, to be established at Fremont School. The position is needed to support the iPad deployment.

Increased:

- A three hour and fifteen minute, 183 day Paraeducator II Bilingual, position number R02305, to be increased to five and a half hours in the Pupil Services department. The position will be increased to meet the needs of the students.
- A five hour and forty five minute, 180 day Outreach Specialist Bilingual, position number R02688, to be increased to six hours at Marshall School. The position will be increased to better meet the needs of the students and community.
- A four hour, 183 day Paraeducator I, position number R02804, to be increased to four hours and forty minutes at Harrington School. This position will be increased to support the primary teachers throughout the day.

FISCAL IMPACT:

Cost for Healthcare Technicians-\$95,467.00 Medi-Cal
Cost for Computer Lab Technicians-\$57,588.00 Lep 50%; Title1 50%
Cost for Paraeducator II-\$8,595.00 Special Education
Cost for Outreach-\$27,241.00 SIP 57%; LEP 39%; Title I 4%
Cost for Paraeducator I-\$2,428.00 Categorical

C.6 Personnel actions: (Personnel Actions)

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

CERTIFICATED

Name	Position	Effective Date
<u>New Hire</u>		
Charles K. Cheney	Resource Specialist 50%, Haydock	September 18, 2013
Lauren Haley	Teacher, 1/2 SEI/ELM, Soria	August 27, 2013
Alejandro Hernandez Perez	Teacher, Spanish 40%, Soria	September 23, 2013
Peter Hickok	Teacher, Physical Science, Frank	September 3, 2013
Neelam Kaur	Teacher, Science, Haydock	September 30, 2013
Martha Magana	Teacher, 2/3 TBE, Rose Avenue	September 4, 2013
Maria Pichardo	Teacher, K TBE (am), Chavez	September 5, 2013
LeeAnne Powers	Teacher for the Deaf/HH, Pupil Svcs	September 23, 2013
Cori P. Raffaelli	Teacher, Social Science, Fremont	September 16, 2013
Danica Ramirez	Teacher, Physical Ed., Soria	September 27, 2013
Maria Del Rosario Romero	Teacher, K TBE (pm), Ritche	September 3, 2013
April Rosas	Teacher, 5/6 SEI/ELM, Elm	September 18, 2013
Nancy Ruvalcaba	Teacher, 6 SEI/ELM	September 3, 2013
Greg Simpson	Resource Specialist, Fremont	September 12, 2013
Annette Warren	Teacher, K /1 SEI/ELM, Lemonwood	September 17, 2013
Andrea Watanabe	Teacher, SDC Mild/Mod, Haydock	August 26, 2013

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

Margarita Byrami	McKinna	September 12, 2013
Viviana Cortez	Soria	October 1, 2013
Alayne Coles	Chavez	September 17, 2013
Donna Cowles	Sierra Linda	September 16, 2013
Marilyn Eissler	Marina West	September 10, 2013
Meggan Feeley	Ritche	September 9, 2013
Judy Gorcey	Marina West	September 3, 2013
Lindsay Guzik	Marina West	September 3, 2013
Rachel Herskovitz	Curren	September 5, 2013
Anne Jones	Harrington	September 5, 2013
Dawn Moreau	Lemonwood	September 9, 2013
Lorri Peterson	Soria	October 1, 2013
Ronda Plomteaux	Rose Avenue	September 5, 2013
Sharon Rocha	Chavez	September 12, 2013
Bria Singer-Schwartz	Kamala	October 16, 2013
Irma Sixbey	Curren	September 3, 2013

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44258.9 (a)
2013/2014

Pursuant to Education code 44258.9 (a) and SB435, 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

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

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Cardenas-Lopez, Alma	Paraeducator III, Position #R01953 Pupil Services 5.0 hrs./183 days	9/24/2013
Eichner, Denise Kari	Child Nutrition Worker, Position #R02189 Sierra Linda 5.0 hrs./185 days	9/9/2013
Waller, Carl	Help Desk Support Technician, #R02899 Information Technology 8.0 hrs./246 days	9/9/2013
Mendez, Maria	Preschool Teacher (B), Position #R02937 Ed. Services/McKinna 4.0 hrs./183 days	9/30/2013
<u>Exempt</u>		
Bolling III, Deniss	Campus Assistant	9/17/2013
Fizmorris, Angelica	Campus Assistant	8/27/2013
Martinez, Jonathan	Campus Assistant	9/10/2013
<u>Limited Term</u>		
Acevedo, Adriana	Paraeducator	9/18/2013
Burciaga, Arturo	Grounds Maintenance Worker II	9/9/2013
Chavez, Luis	Paraeducator	9/18/2013
Mungaray, Ernesto	Carpenter	9/16/2013
Medina, Leonardo	Paraeducator	9/17/2013
Oseguera, Christina	Paraeducator	9/19/2013
Rojas, Elias	Carpenter & Grounds Maintenance Worker II	9/9/2013
Vargas, Marisa	Paraeducator	9/19/2013
Zamora, Fioela	Paraeducator	9/18/2013

Promotion

Vanegas, Veronica Preschool Teacher (B), Position #R02903 9/30/2013
Ed. Services/Curren 4.0 hrs./183 days
Preschool Assistant (B), Position #R02577
NfL/Curren 3.0 hrs./183 days

Transfer

Perdomo, Catherine Paraeducator III, Position #R02903 9/23/2013
Pupil Services/Kamala 5.75 hrs./183 days
Paraeducator III, Position #R02681
Pupil Services, 5.5 hrs./183 days

Reinstatement

Barragan, Priscilla Paraeducator III, Position #R02552 9/9/2013
San Miguel 5.5 hrs./183 days

Unpaid Leave of Absence

Hartman, Christina Library Media Technician, Position #R02526 2/18/2014-6/15/2014
Rosen, Maureen Library Media Technician, Position #R002464 9/9/2013-9/1/2014

Resignation

Barajas, Jessica Child Nutrition Worker, Position #R01287 9/16/2013

D.1 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Dr. Linda Gonzales, Chief Executive Officer of New Directions For Academic Advancement provided a summary on continued program improvement work with technical support for District Assistance Intervention Team (DAIT) requirements to include all No Child Left Behind Program Improvement Year 3 California Department of Education reports and data review at Chavez, Drifffill and Rose Avenue Schools.

APPROVAL OF AGREEMENT #13-100 – NEW DIRECTIONS FOR ACADEMIC ADVANCEMENT INC.
(Motion #13-41)

Following a lengthy discussion, on motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a 3-2 vote, Trustees Del Rio-Barba and O’Leary were the Nay votes; the Board of Trustees approved Agreement #13-100 with New Directions for Academic Advancement Inc., to provide technical assistance to our three lowest performing schools in the Oxnard School District based on the 2013 Academic Performance Index; amount not to exceed \$75,000.00 (\$25,000.00 per school), to be paid with Title II Funds.

D.2 On motion by Trustee O’Leary, seconded Robles-Solis and carried on a 5-0 vote; the Board of Trustees approved Agreement #13-108 with EORM (Environmental and Occupational Risk Management, Inc.), to prepare a Soil Sampling/Analysis Report for the proposed Kindergarten Building project at Drifffill School; amount not to exceed \$7,310.00, to be paid with Measure “R” Funds.

APPROVAL OF AGREEMENT #13-108 EORM
(Motion #13-42)

D.3 On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a 5-0 vote; the Board of Trustees appointed and approved Lease Leaseback Pre-Construction Services Agreement #13-118 with Swinerton Builders for Project No. 3 Lemonwood of Measure “R”; Basic Services Fee of \$125,000.00 and an additional reimbursable allowance is included for approved expenses not to exceed \$5,000.00; to be paid with Measure “R” Funds.

CONSIDER
APPOINTMENT &
APPROVAL OF
AGREEMENT #13-118
FOR SWINERTON
BUILDERS TO
PROVIDE LEASE-
LEASEBACK PRE-
CONSTRUCITON
SERVICES FOR
PROJECT NO. 3
LEMONWOOD OF
MEASURE “R” AND
OXNARD FACILITIES
PROGRAM
(Motion #13-43)

E.1 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services presented a report on Common Core State Standards spending plan for the 2013-2014 and 2014-2015 fiscal years. They reported that this report was for information only and would be brought back to the Board for action at a later time.

REPORT ON
COMMON CORE
STATE STANDARDS
SPENDING PLAN
FOR THE 2013-2014
AND 2014-2015
FISCAL YEARS

Reporting the one-time funds to be received was \$3,306,600.00 and must be spent by July 1, 2015, OSD’s plans to use the funds in the following manner:

- Provide professional development to staff on the common core standards and to develop curriculum aligned to the new standards;
- Provide professional development to staff on the integration of technology tools/devices into common core instruction;
- Adopt and purchase current standards-aligned instructional material for English Language-Arts and Mathematics;
- Purchase supplemental materials and assessments aligned with the common core standards;
- Upgrade the technology infrastructure as needed to meet Smarter Balanced Technology Strategy Framework and System Requirements Specifications and as needed to integrate technology tools into instruction; and
- Purchase technology tools and devices to support technology integration into the common core curriculum.

E.2 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services reported that on an annual basis the school district is required to prepare and report to the California Department of Education on the progress toward student achievement and implementation of the Local Education Agency (LEA) Plan. The district must certify that the local Board of Education has been informed of district progress in program improvement.

LEA (LOCAL
EDUCATION
AGENCY) REPORT:
END OF YEAR

Mrs. Kawaguchi and Dr. Linda Gonzales, with New Directions for Academic Achievement provided and reviewed an in-depth report which included comparison charts for growth in API (Academic Performance Index) for several years, CST (Content Standards Test) results, and LEA Goals as they align with Standards and bridge with Single School Plans for Student Achievement. In finishing there were recommendations shared for students and English Learner students.

Dr. Cesar Morales:

- Thanked McKinna School students and staff for the Setting up the Board Room Bulletin and the activities held earlier in the evening. He also thanked Harrington Teacher Mr. Hernandez for setting up the Superintendent Hall Bulletin Board.
- Acknowledged Oxnard School Bus Drivers and Durham for California School Bus Safety Month.
- Reported there was a special board meeting scheduled for next Wednesday, October 9, 2013 at 5:00 p.m. regarding facilities and reconfiguration.
- Acknowledged Trustee Duff for being honored by the Credit Union for 50 years of service.
- Reminded the Trustees there was a VCSBA Dinner Meeting on October 21, 2013 at 6:00-8:30 p.m.

SUPERINTENDENT'S
ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Reported she attended the Driffill Construction Oversight Committee on September 23, 2013, there was no quorum but they did receive information on the project which is 86% complete and on schedule.
- Attended the Back To School Night at Lemonwood and Driffill Schools and was happy to report there was strong parent attendance.
- Reported tonight the Board approved working with the James Cospier Steeping Stone Foundation/VC LGBTQ Center to provide education and support.

TRUSTEES'
ANNOUNCEMENTS

Mr. Ernie Morrison:

- Reported he enjoyed his vacation travels to Oregon.
- Stated he attended the McAuliffe PTA fundraiser activity and spoke with parents and students about the GATE Program.

Mr. Denis O'Leary:

- Reported on September 21, 2013 he and his sons participated in the Beach Clean Up at Ormond Beach which he has done for 15 years and it was a great turn out lots of AVID Frank School students and staff and stated the beach was much cleaner today than 15 years ago.
- Reported on September 24, 2013 he went on a Ride-A-Long with Oxnard Police Officer Ramirez and Balderama. He also attended a community meeting in the Colonia with the officers and appreciated the duty of the law enforcement.

Mr. Albert Duff Sr.:

- Reported he visited Driffill School and took a tour of the upstairs building which is coming along nicely.

Mrs. Ana Del Rio-Barba:

- Reported she attended the Back To School Night at Harrington, Lemonwood and Driffill Schools and shared that the students were excited to show their parents around.
- Reported she participated in visiting Los Angeles model schools for ideas on the model that would be selected for Elm School.
- Stated she attended the CABE Conference on Friday and there were 400 participants, lots of Oxnard School District employees.

Trustees reconvened to closed session at 8:59 p.m. until approximately 10:51 p.m. to complete the items on the closed session agenda. CLOSED SESSION

There being no further business, on motion by Trustee O’Leary seconded by Trustee Robles-Solis, President Del Rio-Barba adjourned the meeting at 10:52 p.m. ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of October 2, 2013; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
October 9, 2013

The meeting was called to order at 5:00 p.m. by President Ana Del Rio-Barba. CALL TO ORDER

President Del Rio-Barba led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Albert Duff Sr., Denis O’Leary, Ernest Morrison, Veronica Robles-Solis and President Ana Del Rio-Barba. Also present was Dr. Morales, Superintendent and Assistant Superintendents Catherine Kawaguchi and Lisa Cline, Interim Assistant Superintendent Dr. Nancy Carroll. ROLL CALL

On motion of Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

A presentation by Caldwell Flores Winters, Inc. was provided which included a brief overview of the Facilities Implementation Program which was adopted in January 2013, Measure “R” community website, and site acquisition for future growth. Also reviewed was the facilities program which included Project 1: Kindergarten & Science Reconfiguration Improvements, Project 3: Lemonwood Reconstruction, Project 4: Harrington Reconstruction, and Project 5: Elm Reconstruction and State Aid Program. BOARD GOVERNANCE FACILITIES PLANNING SESSION

There being no further business, on motion by Trustee Duff seconded by Trustee Robles-Solis and carried on a 4-0 vote, Trustee O’Leary was not available during the vote; President Del Rio-Barba adjourned the meeting at 7:45 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this _____ day of _____, 20__, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of October 9, 2013; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
October 16, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, October 16, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, and Trustees Al Duff Sr., Ernie Morrison, Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi and Lisa Cline, Interim Assistant Superintendent Dr. Nancy J. Carroll; and Sylvia Carabajal, executive assistant.

ROLL CALL

Lance Pascasio, Andrew Herman, Ashley Gonzalez and Valerie Medina 6th graders at McAuliffe Elementary School led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mrs. Shanell Semien, Assistant Principal at McAuliffe School introduced the following students Lance Pascasio read the District’s Vision in English, Andrew Herman and Ashley Gonzalez read the District’s Mission in English, Valerie Medina, 6th grader at McAuliffe School read the District’s Vision & Mission in Spanish.

DISTRICT’S VISION & MISSION STATEMENT

Mrs. Curtis thanked the students and Mrs. Semien for assisting with the Board Meeting and provided a presentation on what is going on at McAuliffe School. She informed the Board that they are a new staff and CHAMPS focused with all but four of the teaching staff attending the workshop in August because they were out of town. She thanked the Board of the opportunity to showcase McAuliffe School.

McAULIFFE SCHOOL PRESENTATION

A.5 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

ANNOUNCEMENT PRIOR TO CLOSED SESSION October 16, 2013:

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

The following individuals addressed the Board of Trustees, The Board allowed the individuals to speak during this session instead of the 7:00 p.m. session:

PUBLIC COMMENT CLOSED SESSION

- Dan Pinedo, regarding Public Access Channel Television and requesting the District’s support for this committee;
- Paul Montgomery, regarding Public Access Channel Television (PEG);
- George Sozkin, regarding Oxnard Media Access Channel TV and requesting the support of the District to develop shared network for students in media training, he also distributed material to the Board Members;
- Larry Stein, requesting the Board hold a study session within 45 days on the fiscal impact of a single four bedroom family home has on the school district and go before the Oxnard City Council regarding impact fees, recouping fees from the City instead of going to the Tax Payers for more funds.

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISSMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Appointment of Assistant Superintendent, Human Resources & Support Services

Trustees convened to closed session at 5:30 p.m. until approximately 6:59 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Del Rio-Barba reported the Board took the following action in closed session: REPORT ON
CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee O’Leary and carried unanimously, the Board of Trustees appointed Dr. Jesus Vaca as the Assistant Superintendent, Human Resources and Support Services. (Motion #13-44)

B.1 Trustee Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish. RULES FOR
PRESENTATIONS

No one addressed the Board during public comment. PUBLIC COMMENT

The Board of Trustees moved Item D.4 to follow Public Comment. On motion by Trustee O’Leary, seconded by Trustee Morrison and carried unanimously, the Board of Trustees approved the employment contract between the Oxnard School District and Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services. CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
HUMAN
RESOURCES &
SUPPORT SERVICES
(Motion #13-45)

Dr. Cesar Morales, District Superintendent welcomed Dr. Jesus Vaca. Dr. Vaca expressed his extreme gratitude to the Board of Trustees for the opportunity to serve the OSD Board, students, staff, and community. He introduced his wife Sandra and three sons, Christian, Alec and Oskar. Dr. Vaca also addressed the audience in Spanish for the opportunity to serve Oxnard.

The following items on the consent agenda were approved on motion of Trustee Morrison seconded by Trustee Duff, and carried on a 5-0 vote; as presented. CONSENT AGENDA
(Motion #13-46)

C.1 Accepted gifts to the district and directed that letters of appreciation be sent to the donors: (Acceptance of Gifts)

- From Wells Fargo Bank, Community Partner Program, to Marina West Elementary School, a donation of \$1,000.00 through the assistance of Mr. Michael Gutierrez, Business Banking Specialist, to be used to support students, teachers and school staff.

C.2 Approved/ratified of the following agreements:

(Agreements)

- Amendment #1 to Agreement #12-221 with NCS Pearson, to provide extended SIOP training to teachers at the November 1, 2013 Staff Development Day, additional amount of \$5,000.00, to original agreement of \$220,000.00, for total amount of \$225,000.00; to be paid 50% with EIA-LEP Funds and 50% Title III Funds;
- #13-119 with Performances to Grow On, to provide student assembly at Sierra Linda School on March 26, 2014; amount not to exceed \$1,500.00, to be paid with PTA Funds;
- #13-120 with TNT Dunk Squad, to provide student assembly at Sierra Linda School on October 21, 2013; amount not to exceed \$1,300.00, to be paid with PTA Funds;
- #13-137 with MERITO Foundation Inc., to provide professional development 3-Days Workshop 2013-14 for OSD Middle School Teachers and materials for workshops; amount not to exceed \$31,587.00, to be paid with Title II Funds;
- #13-138 with Oxnard Performing Arts & Convention Center, to host a fund raiser for Lemonwood Elementary School; amount not to exceed \$1,213.00, to be paid out of the Lemonwood Donation Account;
- #13-139 with Carson Entertainment, to provide Magical Mystery Show for Lemonwood Elementary Fund Raiser on November 7, 2013; amount not to exceed \$5,000.00, to be paid out of the Lemonwood Donation Account;
- #13-140 with Building Block Entertainment Inc., to provide student assembly at Marshall Elementary School on October 22, 2013; amount not to exceed \$495.00, to be paid with SIP Funds;
- #13-143 with Ventura County Office of Education, to provide the Quality Rating Improvement System (QRIS) Project 2013-14 in Early Childhood Education Programs (State Preschools) in the Oxnard School District; an incentive of \$28,000.00 to the District for participating in the program;
- #13-144 with County of Ventura, to provide School-Linked Services at certain Healthy Start Family Resource Centers located on school sites in the District; amount not to exceed \$88,134.38, to be paid with MAA Funds.

C.3 Ratified Agreement #13-110 with Casa Pacifica School, to provide nonpublic school services for student #CC030400 for the 2013-14 school year, including Extended School Year; amount not to exceed \$34,920.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-110 Casa Pacifica, NPS)

C.4 Ratified Agreement #13-111 with Teaching Learning Creating, Plus (TLC+), to provide nonpublic school services for student #JP041200 for the 2013-14 school year, including Extended School Year; amount not to exceed \$34,710.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-111 Teaching Learning Creating, Plus)

C.5 Ratified Agreement #13-112 with Teaching Learning Creating, Plus (TLC+), to provide nonpublic school services for student #AT122899 for the 2013-14 school year, including Extended School Year; amount not to exceed \$34,710.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-112 Teaching Learning Creating, Plus)

C.6 Ratified Agreement #13-116 with Ocean View School District for Oxnard School District to provide services for student #JL092803 for the 2013-14 school year, including Extended School Year; OSD will receive \$12,405.90 in reimbursement by Ocean View School District.

(Ratification of Agreement #13-116 Ocean View School District)

- | | | |
|------|---|--|
| C.7 | Ratified Agreement #13-117 with Simi Valley Unified School District for Oxnard School District to provide services for student #SF052208 for the 2013-14 school year, including Extended School Year; OSD will receive \$12,405.90 in reimbursement by Simi Valley School District. | (Ratification of Agreement#13-117 Simi Valley Unified School District) |
| C.8 | Approved the Quarterly Report on Williams Uniform Complaint, as presented. | (Approval of Quarterly Report on Williams Uniform Complaint) |
| C.9 | Accepted the “Disclosure of Collective Bargaining Agreement” from Oxnard Supportive Services Association (OSSA), as presented. | (Disclosure of Collective Bargaining Agreement with OSSA) |
| C.10 | Approved the Common Core State Standards Spending Plan for the 2013-2014 and 2014-2015 fiscal years, as presented. | (Request for Approval of Common Core State Standards Spending Plan for the 2013-2014 and 2014-2015 Fiscal Years) |
| C.11 | Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, October 4, 2013. | (Report on 2006 Bond Construction Budget) |
| C.12 | Approved the Expenditure Transfer Report #13-02, as submitted. | (Expenditure Transfer Report #13-02) |
| C.13 | Approved the establishment, abolishment, reduction or increase in hours for classified positions: | (Established/Abolished/Reduced/Increased Hours of Positions) |
- Established:
- A five and a half hour, 183 day Paraeducator II, position number R02948, to be established in the Pupil Services department. The position will be established to meet the needs of our students.
- Increased:
- A six and a half hour, 189 day Child Nutrition Coordinator, position number R02392, to be increased to seven hours at Soria School. This position will be increased due to the increase of lunches served.
 - A three hour, 185 day Child Nutrition Worker, position number R02425, to be increased to four hours at Fremont School. This position will be increased due to the reallocation of hours.
 - A three hour, 185 day Child Nutrition Worker, position number R02768, to be increased to four hours at Fremont School. This position will be increased due to the reallocation of hours.
 - A four hour, 185 day Child Nutrition Worker, position number R02054, to be increased to five hours in the Child Nutrition Services Department. This position will be increased due to the reallocation of hours.

FISCAL IMPACT:

Cost for Paraeducator II-\$19,677.00 General
 Cost for Child Nutrition Coordinator-\$2,040.00 Cafeteria Fund
 Cost for 2 Child Nutrition Workers-\$5,873.00 Cafeteria Fund
 Cost for Child Nutrition Worker-\$2,902.00 Cafeteria Fund

C.14 Personnel actions:

(Personnel Actions)

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Jenna Cochrane	Teacher, 1 SEI/ELM, Curren	September 17, 2013
Rocio Valdivieso	Teacher, K TBE (am), Lemonwood	October 7, 2013
Fermin Hernandez	Substitute Teacher	2013/2014 School Year
Adam Gamboa	Substitute Teacher	2013/2014 School Year
Sara Araiza	Substitute Teacher	2013/2014 School Year
Theresa Moraitis	Substitute Teacher	2013/2014 School Year
Elizabeth Clayton-Bennett	Substitute Teacher	2013/2014 School Year
Alexis Smith	Substitute Teacher	2013/2014 School Year
Vivienna Ortega	Substitute Teacher	2013/2014 School Year
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Evelio Arriaga	Lemonwood	September 23, 2013
Maria Carmen Ayala	Elm	October 7, 2013
Patricia Hartman	Curren	October 14, 2013
Dana Janowicz	Brekke	October 7, 2013
Marilu Lopez	Lemonwood	September 3, 2013
Garidely Maya	Sierra Linda	September 16, 2013
Susana Medina	Fremont	October 14, 2013
Susana Molina De Gurrola	Lemonwood	October 14, 2013
Lori Romero	Rose Avenue	October 7, 2013
Jane Van Daalwyk	Marina West	September 30, 2013
Megan Young	Ritchen	October 7, 2013
<u>Promotion</u>		
Bertha Anguiano	Assistant Principal, Haydock	September 30, 2013
Kristin Chacon	Assistant Principal, Curren	September 30, 2013
Betsy Meyring	Assistant Principal, Chavez	September 30, 2013
Danielle Reyes	Manager, Special Education	August 22, 2013
Shanell Semien	Assistant Principal, McAuliffe	September 30, 2013
Paola Vargas	Assistant Principal, Frank	September 30, 2013
<u>Retirement</u>		
Terri Sheridan	Teacher, Grade 6, McKinna	August 31, 2013
Diane Villegas	Director, English Language Services	December 20, 2013
<u>Transfer</u>		
Jorge Mares	Assistant Principal, Kamala	September 30, 2013
<u>Leave of Absence</u>		
Tiffany Cannon	Teacher 4/5 SEI/ELM, McKinna	November 22, 2013-August 1, 2014
Jessica Richardson	Teacher, P.E., Haydock	September 30, 2013-August 1, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Alfaro, Annette	Preschool Assistant (B), Position #R00443 McKinna 3.0 hrs./183 days	9/30/2013
Cacho, Solanch	Preschool Assistant (B), Position #R02578 Driffill 3.0 hrs./183 days	9/30/2013
Ontiveros, Alma Lilia	Preschool Assistant (B), Position #R02893 Elm 3.0 hrs./183 days	9/30/2013
Serrato, Ruby	Paraeducator III, Position #R01936 Pupil Services 5.0 hrs./183 days	10/7/2013
<u>Exempt</u>		
Hernandez, Theresa	Campus Assistant	9/25/2013
Martinez, Violeta	Campus Assistant	9/16/2013
Olague-Rojas, Lydia	Campus Assistant	9/17/2013
Rios, Jacob	Campus Assistant	9/17/2013
Rivera Brianna	Campus Assistant	9/26/2013
<u>Limited Term</u>		
Chavez, Efren	Custodian	9/24/2013
Contreras, Veronica	Child Nutrition Worker	8/26/2013
Harvey, Zarchy	Computer Lab Technician	9/25/2013
Mata, Antonio	Custodian	9/24/2013
Quezada, Rachel Marie	Paraeducator	9/24/2013
<u>Promotion</u>		
Rodriguez, Lizette	Outreach Specialist (B), Position #R02566 Marina West 6.0 hrs./180 days Office Assistant III (B), Position #R01808 NfL Department 8.0 hrs./246 days	10/21/2013
<u>Increase in Hours</u>		
Fraire Miranda, Edgar	Outreach Specialist (B), Position #R02688 Marshall 6.0 hrs./180 days Outreach Specialist (B), Position #R02688 Marshall 5.75 hrs./180 days	9/26/2013
Perez, Amy Rose	Child Nutrition Worker, Position #R02174 Ritchen 5.0 hrs./185 days Child Nutrition Worker, Position #R02175 Ritchen 4.0 hrs./185 days	9/25/2013
<u>Transfer</u>		
Garrido Hernandez, Araceli	Attendance Accounting Technician, Position #R01502 Brekke 8.0 hrs./210 days Attendance Accounting Technician, Position #R00634 Driffill 8.0 hrs./210 days	10/14/2013

Morales, Alfred	Custodian, Position #R02544 Soria 8.0 hrs./246 days Custodian, Position #R02398 Soria 8.0 hrs./246 days	10/7/2013
Mooney, Joan S.	Paraeducator II, Position R02889 Ed. Services/Fremont 5.75 hrs./183 days Instructional Assistant SDC, Position #R02228 Fremont 3.0 hrs./183 days	10/14/2013
<u>Add Bilingual Stipend</u>		
Aguilar, Bertha	Paraeducator II, Position #R02904 Kamala 5.75 hrs./183 days	9/5/2013
<u>In Lieu of Layoff</u>		
Aspera, Ivan	Custodian, Position #R02542 Haydock 4.0 hrs./246 days Custodian, Position #R02544 Soria 4.0 hrs./246 days	10/7/2013
<u>Return from Unpaid Leave of Absence</u>		
Del Moral, Lucile Nida	Child Nutrition Worker, Position #R01982	10/1/2013
<u>Resignation</u>		
Castellanos, Liliana	Outreach Specialist (B), Position #R02161	9/30/2013
Murray, Zechariah	Paraeducator III, Position #R02882	10/16/2013
<u>Retirement Correction</u>		
Carruthers, Millard	Child Nutrition Worker, Position #R00269	8/23/2013 9/11/2013

D.1 On motion by Trustee Robles-Solis, seconded by Trustee Duff and carried on a 5-0 vote; the Board of Trustees adopted the 2013-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

APPROVAL OF THE
OSD AND OSSA
TENTATIVE
AGREEMENT FOR
2013-2016
COLLECTIVE
BARGAINING
AGREEMENT
(Motion #13-47)

D.2 Following discussion, on motion by Trustee O'Leary, seconded by Trustee Duff and carried on a 5-0 vote; the Board of Trustees accepted the \$25,000.00 grant from the City of Oxnard for the implementation of Lesson One Program at McKinna Elementary School, at no cost to the District.

CONSIDERATION
AND ACCEPTANCE
OF \$25,000.00 GRANT
FROM THE CITY OF
OXNARD TO
IMPLEMENT
LESSON ONE AT
MCKINNA
ELEMENTARY
SCHOOL
(Motion #13-48)

D.3 Following a brief presentation by Bob Simon with MVE Institutional; on motion by Trustee Robles-Solis, seconded by Trustee O’Leary and carried on a 5-0 vote; the Board of Trustees appointed MVE Institutional, Inc. as Architect of Record (AOR) for Project No. 5 of Measure “R” and Oxnard Facilities Program and that the Board of Trustees approve the attached Agreement #13-121 for Architectural Services with MVE Institutional, Inc., and the proposed design & site layout for Project No. 5 – Elm Reconstruction; Basic Services Fees of \$1,125,000.00 and an additional reimbursable allowance is included for approved expenses not to exceed \$50,000.00; to be paid with Measure “R” Funds.

CONSIDER
APPOINTMENT &
APPROVAL OF
AGREEMENT #13-
121 FOR MVE
INSTITUTIONAL AS
ARCHITECT OF
RECORD (AOR) FOR
PROJECT NO. 5 ELM
SCHOOL
RECONSTRUCTION
OF MEASURE “R”
AND OXNARD
FACILITIES
PROGRAM
(Motion #13-49)

D.4 *Item moved forward to follow Public Comment Section.*

CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
HUMAN RESOURCES
& SUPPORT
SERVICES

D.5 The Board of Trustees read into record Resolution #13-13 of the Oxnard School District Board of Trustees for Adopting Open Enrollment for 6th, 7th and 8th Graders for the 2014-2015 Academic Year. On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a 5-0 roll call vote; the Board of Trustees approved and adopted Resolution #13-13 and directed administration to proceed with the 2014-2015 implementation of Grade Reconfiguration.

CONSIDER
RESOLUTION #13-13
OF THE OSD BOARD
OF TRUSTEES
ADOPTING OPEN
ENROLLMENT FOR
6TH, 7TH, AND 8TH
GRADERS FOR THE
2014-2015
ACADEMIC YEAR
(Motion #13-50)

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided a presentation on the Oxnard School District Actuarial Study of Retiree Health Liabilities as of August 1, 2013; as well as the District’s responses to the recommendations made in the study.

ACTUARIAL STUDY
OF RETIREE
HEALTH
LIABILITIES

Dr. Cesar Morales:

- Made a statement on the Red Cross Shelter at Frank Intermediate School Gym for the families that lost their homes to a fire on October 4, 2013. He thanked the Frank Intermediate Staff for their understanding, patience and the hospitality they exhibited to the families during this trying time. He thanked all employees, Board Members and the 20 agencies that have stepped up to assist our families. He also reported that a Red Cross donation link has been placed on the Oxnard School District webpage that is specific to these families. He thanked the Board Members for reaching out to City officials to assist the families.

SUPERINTENDENT’S
ANNOUNCEMENTS

Mrs. Veronica Robles-Solis:

- Thanked the school district staff, all of the volunteers and the local agencies that have joined in efforts to assist these families in any way possible. She reported she was there on Saturday to assist and was very touched to see and hear the families and how they were trying to survive.

Mr. Ernie Morrison:

- He stated he was proud and excited when he read the Superintendent's announcement on what had happened, how it was being handled and all of the assistance the families were receiving. He thanked everyone for making it work and thanked Dr. Morales and his staff for taking the lead on the situation.

Mr. Denis O'Leary:

- Reported he appreciated the steps that the Superintendent and staff made and appreciated that it seemed natural for the District to take those steps to serve our community. He has been in contact with the MICOP Organization and their involvement in assisting these families.

Mr. Albert Duff Sr.:

- Reported the construction at Driffill Elementary is moving forward very well, the two-story building is getting closer to completion, the only concerns he has is the square air condition units in front of the school.
- On Monday he attended the Oxnard Knights of Columbus Civic Night Awards ceremony, the keynote speaker was John Chiang, California State Controller; Grand Knight Edward Castillo recognized Ana Del Rio-Barba as a leader of the community.

Mrs. Ana Del Rio-Barba:

- Reported she attend the Chavez School Awards Ceremony;
- Thanked Teacher Lopez Torres for allowing her to read to her students today;
- Stated on behalf of the American Red Cross and the victims, she thanked the Frank Intermediate staff, OSD staff and community agencies that responded to the emergency. Relieved that the district's emergency plan is in place and worked very well during this situation. She understands the fathom of work it took to get this organized, a lot of heart went into this situation and the experience was very humbling to her. The families still need help and requested the community come together to help these families.

There being no further business, on motion by Trustee O'Leary seconded by Trustee Robles-Solis, President Del Rio-Barba adjourned the meeting at 8:15 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
October 16, 2013; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
November 13, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, November 13, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, and Trustees Al Duff Sr., Ernie Morrison, Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi, Lisa Cline and Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Maria Cerda, 3rd grader at Ramona Elementary School read the District’s Vision and Mission Statements.

DISTRICT’S VISION AND MISSION STATEMENTS

Maria Cerda, 3rd grader Ramona Elementary School in Mrs. Fagan-Ortiz’ class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Mrs. Mary Arias-Elisondo, Ramona Elementary Principal, provided a presentation on Ramona Elementary School which included initiating the CHAMPS program, and assisting English Learner Students which is 89% of the student body at Ramona School to excel academically. Mrs. Arias-Elisondo thanked the Board for the opportunity to represent her student, staff and families.

RAMONA SCHOOL PRESENTATION

A.5 Changes to the outline of the agenda were noted:

ADOPTION OF THE AGENDA

- Section D, Action Item: D.2 Consider Appointment & Approval of Agreement #13-155 for Steward L. Schreder Construction, Inc. to provide Lease-Leaseback Preconstruction Services for Project No. 5 of Measure “R” and Oxnard Facilities Program. Please correct: Project No. 5 is Elm Reconstruction not Lemonwood Reconstruction;
- Section D, Action Item: D.8 Consideration of Approval of Revised 2013-14 Compensation for Non-CSEA Campus Supervisors, Certificated and Classified Substitutes, Confidential Employees and Certificated and Classified Management. Please correct: Page 937, Executive Summary, should read: “1) Non-CSEA Campus Supervisors – Compensation 1.565% ongoing on-schedule salary; and 2) Certificated and Classified Substitutes – Compensation 1.565% on going on-schedule salary;
- Section D, Action Item: Pull D.10 Annual Review of OSD Board of Trustees – Superintendent Protocols.

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote; the Board adopted the agenda, as amended.

Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services thanked the Board for the opportunity to present the Educational Program Update and introduced the administrators and teachers from the three intermediate schools. Fremont - Pam Morrison, Principal, Anne McGloughlin, 3-D Design Teacher and Barry Shiffman, Environmental Science; from Haydock – Dr. Edd Bond, Principal, Erika Alstot, Chair for Science and Suzanne Dempsey, Elective Chair and Art Department; from Frank – Maria Elena Plaza, Principal, and Nina Fernandez, 7th grade Science Teacher.

FACILITIES IMPLEMENTATION PROGRAM UPDATE

The staff from each school provided a brief report on the academy development of their program: Fremont – Environmental Science and 3-D Design, Haydock – Visual and Performing Arts and Environmental Science, and Frank – Marine Science and Engineering/Robotics. Also discussed were the K-8 reconfiguration community meetings, open enrollment process, an update on the 1:1 deployment and a video taken during a staff development training that was provided for teachers and administrators. Following discussion, the Board thanked the teachers and principals for participating in the evening’s presentation.

ANNOUNCEMENT PRIOR TO CLOSED SESSION November 13, 2013:

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

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

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:22 p.m. until approximately 7:12 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Del Rio-Barba reported the Board took no reportable action during closed session.

REPORT ON
CLOSED SESSION

A.11 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 4-0-1 vote, (Trustee Morrison recused himself because he was absent from the meetings); the Board of Trustees approved the minutes of regular board meeting June 5, 2013 and special board meetings of June 8, 2013, June 17, 2013, and June 19, 2013, as submitted.

APPROVAL OF
MINUTES
(Motion #13-51)

A.12 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote the Board of Trustees adopted and read into record Resolution #13-12 in Recognition of School Psychology Awareness Week, November 11-15, 2013.

ADOPTION OF
RESOLUTION #13-
12 “2013 SCHOOL
PSYCHOLOGY
AWARENESS
WEEK”
(Motion #13-52)

B.1 Trustee Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish.

RULES FOR
PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Harold Hutton, interested in providing assemblies regarding Safety Days;
- Adilene Ortiz, parent, presented a petition signed by parents requesting bus services be provided for students that live in the Villa Victoria complex;
- Rosa Cervantes, parent, request to provide bus services for the Villa Victoria community because of the dangers of walking to Marshall School;
- Francisca Zapien, parent, regarding Villa Victoria petition for a school bus for the children, dangerous area;
- Ana Bertha Ortiz, parent, regarding Villa Victoria community petition requesting school bus services for the children.
- President Del Rio-Barba informed those that attended the meeting that the Superintendent would be contacting them regarding their concerns.

The following items on the consent agenda were approved on motion of Trustee Robles-Solis seconded by Trustee O’Leary, and carried on a 5-0 vote; as presented.

CONSENT AGENDA
(Motion #13-53)

C.1 Accepted gifts to the district and directed that letters of appreciation be sent to the donors:

(Acceptance of Gifts)

- From The Driscoll Philanthropy Group, to the OSD Migrant Program, a donation of \$9,500.00, to be used for field trips for program participants and their parents and holiday baskets for families.

C.2 Approved/ratified of the following agreements:

(Agreements)

- #13-145 with E.J. Harrison & Sons Inc., to provide district wide trash pickup services to cover the third year renewal of this service, for the period of December 1, 2013 through November 30, 2014; amount not to exceed \$164,049.67, to be paid with General Funds;
- #13-146 with Elliot Schlang DDS Inc., to provide dental visits to students on school campuses and set up portable equipment in space provided by the site administrator; November 14, 2013 through November 30, 2014; at no cost to the District;
- #13-147 with Channel Islands Lions Club, to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance; November 14, 2013 through November 30, 2014; at no cost to the District;
- #13-149 with Ventura County Office of Education, to assist the district in the implementation of CHAMPS Program by providing training for support staff, teachers and administrators for the 2013-2014 school year; amount not to exceed \$14,690.00, to be paid with Significant Disproportionate Coordinated Early Intervening Services Funds;
- #13-153 with Santa Barbara/Ventura Counties Dental Care Foundation, to facilitate dental care education workshops for Oxnard School District community for preschool aged children; November 14, 2013 through November 30, 2014; at no cost to the District;
- #13-158 with Sandy Point Ink, LLC, to assist the district as the external grant evaluator for the MSAP Grant, as required by the terms & conditions of the Federal Magnet Schools Assistance Program Grant; amount not to exceed \$175,000.00, over three (3) years, plus \$75.00 per hour for Program Design/Grant Writing Services if requested, to be paid with MSAP Grant Funds.

- C.3 Ratified Amendment #1 to Agreement #13-65 with Assistance League School, to provide nonpublic schooling to three (3) additional Special Education preschool students for 2013-2014 school year; original contract was \$113,100.00, Amendment #1 is for \$21,025.00, for a total contract amount of \$134,125.00, to be paid with Special Education Funds. (Ratification of Agreement #13-65 Assistance League, NPS)
- C.4 Ratified Amendment #1 to Agreement #13-71 with Passageway School to provide nonpublic schooling for student AL081803 for the 2013-14 school year, including Extended School Year; original contract was \$35,786.00, Amendment #1 is for \$12,652.66 to provide one-on-one extra adult assistance for 4 hours a day, for 176 days, for a total contract amount of \$48,438.66, to be paid with Special Education Funds. (Ratification of Amendment #1 to Agreement #13-71 with Passageway, NPS)
- C.5 Ratified Agreement #13-152 with Sandra Alexander, to provide Auditory-Verbal Therapy (AVT) to student MR090501 for the 2013-14 school year; amount not to exceed \$5,320.00, to be paid with Special Education Funds. (Ratification of Agreement #13-152 Sandra Alexander)
- C.6 Approved request for participation of 85 students from Soria School in the instructional program at Rancho Alegre, June 10-13, 2014, at The Outdoor School operated by the Los Padres Council, Boy Scouts of America; and approve Agreement #13-150 amount not to exceed \$26,000.00, to be paid from funds raised through PTA and ASB Funds. (Approval of Overnight Field Trip and Agreement #13-150 – The Outdoor School – Soria School)
- C.7 Approved request for participation of 165 students from McAuliffe School in the instructional program of Outdoor Science & Conservation Education, December 2-6, 2013, at the Outdoor School operated by the Los Angeles County Office of Education; and approve Agreement #13-157; cost is \$314.00 per student, plus transportation not to exceed \$1,000.00, to be paid with funds raised through PTA. (Approval of Overnight Field Trip and Agreement #13-157 – Los Angeles County Office of Education – Outdoor School – McAuliffe School)
- C.8 Declared the September 2013 surplus property obsolete and approved its sale and/or disposal, as permitted by California Education Code §17546. (Disposal of Surplus Personal Property)
- C.9 Approved reappointment of Ms. Jessica Vargas for a second term and the appointment to the Measure R Bond Oversight Committee and appointed Ms. Liliana Giron as parent and Community At Large representative, respectively. (Reappointment and Appointment of Representatives To Fill Vacancies – Measure R Bond Oversight Committee)
- C.10 Set the date of Wednesday, December 11, 2013 for a public hearing on the Oxnard School District’s intent to apply for a waiver of Education Code Section 15282 relative to term limits for members of the Measure M6 Bond Oversight Committee. (Setting of Date for Public Hearing – Request for Approval to Submit General Waiver Request – Term Limits for Bond Oversight Committee)

- C.11* Accepted the “Disclosure of Collective Bargaining Agreement” form for CSEA as presented. (Disclosure of Collective Bargaining with the California School Employees Association CSEA)
- C.12* Accepted the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential as presented. (Disclosure of Collective Bargaining Agreement with Management & Confidential)
- C.13* Set the date of Wednesday, December 11, 2013, at 7:00 p.m. as the date and time for the annual organizational meeting of the Board and directed the Ventura County Office of Education be notified of this decision. (Annual Organizational Meeting)
- C.14* Received district enrollment reports for August 2013, September 2013 and October 2013 as presented. (Enrollment Reports)
- C.15* Declared the Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. (Certification of Signatures)
- C.16* Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, November 1, 2013. (Report on 2006 Bond Construction Budget)
- C.17* Approved the Purchase Order/Draft Payment Report #13-03 as submitted. (Purchase Order/Draft Payment Report #13-03)
- C.18* Approved the Expenditure Transfer Report #13-03, as submitted. (Expenditure Transfer Report #13-03)
- C.19* Approved the revised/new job descriptions: (Consideration of Approval of Revised/New Job Descriptions:

Previous Title	Revised Title	Fiscal Impact
Administrative Intern – Afterschool Program & Safety Program	Manager of Special Programs	Increase in Salary of \$346 at Step 1
Director of English Learner Services	Director of English Learner Services	Salary reduction of \$99,731-\$118,487 range
Director of Curriculum, State and Federal Programs	Director of Curriculum, Instruction & Accountability	No Salary Change
None	Director of Certificated Human Resources and Public Relations	\$99,731-\$118,487 range

Manager of Special Programs and Services, Director of English Learner Services, Director of Curriculum, Instruction & Accountability, and Director of Certificated Human Resources and Public Relations)

C.13 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- An eight hour, 246 day Translator, position number R02951, to be established in the English Learner Services department. The position will be established to assist with the Mixteco translations.
- A five and a half hour, 183 day Paraeducator II, position number R02952, to be established in the Pupil Services department. The position will be established to provide support due to student increase in the SDC class.
- A five and a half hour, 183 day Paraeducator II, position number R02953, to be established in the Pupil Services department. The position will be established to provide support due to student increase in the SDC class.
- A five hour and forty five minute, 183 day Paraeducator Hearing Impaired, position number R02955, to be established at Marshall school. The position will be established to provide support for the Deaf and Hard of Hearing class.
- An eight hour, 246 day Maintenance Worker II, position number R02954, to be established in the Facilities department. This position will be established to assist with routine maintenance and upkeep of District schools and facilities.

Increased:

- A four hour, 183 day Paraeducator II Bilingual, position number R02750, to be increased to five hours in the Pupil Services department. This position will be increased in order to support the need of the students.

FISCAL IMPACT:

Cost for Translator-\$34,457.00 Categorical
 Cost for 2 Paraeducator II's-\$35,354.00 Special Ed
 Cost for Paraeducator Hearing Impaired-\$20,558.00 Special Ed
 Cost for Maintenance Worker II-\$50,942.00 General Fund
 Cost for Paraeducator II-\$3,152.00

C.14 Personnel actions:

(Personnel Actions)

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

Name	Position	Effective Date
<u>New Hire</u>		
Diane Carey	Teacher, 2/3 SEI/ELM, Drifill	October 21, 2013
Samantha Lane	Teacher, 6 SEI/ELM, Chavez	October 21, 2013
Mary K Oleary	Psychologist, Pupil Services	October 21, 2013
Adam Ramirez	Teacher, 1/2 TBE, Harrington	October 21, 2013
Raul Aguilera	Substitute Teacher	2013/2014 School Year
Zakiya Ajanaku	Substitute Teacher	2013/2014 School Year
Ana Banuelos-Finn	Substitute Teacher	2013/2014 School Year
Adam Gamboa	Substitute Teacher	2013/2014 School Year
Marina Grandbois	Substitute Teacher	2013/2014 School Year
Ricardo Gonzales	Substitute Teacher	2013/2014 School Year
Nidia Mejia	Substitute Teacher	2013/2014 School Year

Lorrie Milton	Substitute Teacher	2013/2014 School Year
Joseph Mora	Substitute Teacher	2013/2014 School Year
Theresa Moraitis	Substitute Teacher	2013/2014 School Year
Juan Navarro	Substitute Teacher	2013/2014 School Year
Vivienne Ortega	Substitute Teacher	2013/2014 School Year
Chelsea Quam	Substitute Teacher	2013/2014 School Year
Florence Ramirez	Substitute Teacher	2013/2014 School Year
Monica Rivera	Substitute Teacher	2013/2014 School Year
Loveleen Sandhu	Substitute Teacher	2013/2014 School Year
Eric Winter	Substitute Teacher	2013/2014 School Year

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

Jacqueline Fiss	Kamala	October 16, 2013
Michaela Gerber	Rose Avenue	November 4, 2013
Jennifer Huynh	McAuliffe	October 21, 2013
Lawrence Libman	Curren	October 7, 2013
Carole Puls-Gonzales	McKinna	October 21, 2013
Danielle Ramey	Kamala	November 5, 2013

Retirement

Diane Villegas	Director, ELS, (Revised date)	December 31, 2013
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Transfer

David Llanes	Teacher, 6 SEI/ELM, McKinna	October 17, 2013
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Leave of Absence

Michael Stalvey	Teacher, Grade 3, Elm	August 1, 2014 - August 1, 2015
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Dahm, Amy	School Office Manager, Position #R00429 McAuliffe 8.0 hrs./210 days	10/21/2013
Grande, Carmen	Office Assistant II (B), Position #R01818 Ramona 5.0 hrs./203 days	9/30/2013
Gravel, Tricia	Paraeducator Hearing Impaired, Position #R02891 Pupil Services – McKinna 5.75 hrs./183 days	10/16/2013
Nelson, Francine Ann	Health Care Technician, Position #R02943 Pupil Services 7.0 hrs./183 days	10/16/2013
Paz, Lorena	Office Assistant II (B), Position #R02909 Ed. Services/NfL 4.0 hrs./203 days	10/22/2013
Pisors, Dani	Paraeducator II, Position #02235 Fremont 5.0 hrs./183 days	10/21/2013
Ramirez, Adrian	Computer Lab Technician, Position #R02512 Ritchen 8.0 hrs./192 days	10/14/2013

Robite, Ma. Odezza	Office Assistant II, Position #R02872 Frank 2.5 hrs./192 days	10/21/2013
Robite, Ma. Odezza	Office Assistant II, Position #R00026 Fremont 2.0 hrs./192 days	10/21/2013

Limited Term

Acevedo,Lorena	Paraeducator	10/28/2013
Alvarez, Rosa	Paraeducator	10/7/2013
Balderas, Marisol	Paraeducator	10/11/2013
Bedolla, Guadalupe	Paraeducator	10/25/2013
Buckley, Jennifer	Paraeducator	10/17/2013
Calderon Sanchez, Nancy	Paraeducator	10/28/2013
Canizalez, Usbaldo	Paraeducator	10/14/2013
Corona, Martha Patricia	Paraeducator	10/29/2013
Delgado, Virginia	Paraeducator	10/21/2013
Marron, Cesar	Paraeducator	10/22/2013
Medina, Eder	Paraeducator	10/16/2013
Ramirez, Karmin	Paraeducator	10/14/2013
Tirado, Daniel	Paraeducator	10/15/2013
Torres Samano, Isidro	Paraeducator	10/11/2013

Promotion

Romero, Adriana	School Office Manager (B), Position #R00734 Lemonwood 8.0 hrs./210 days Facilities Technician (B), Position #R00005 Facilities 8.0 hrs./246 days	10/21/2013
Romero, Antonio	Lead Custodian, Position #R01029 Driffill 8.0 hrs./246 days Custodian, Position #R00304 Harrington 8.0 hrs./246 days	11/4/2013

Increase in Hours

Banales, Lizbeth	Paraeducator II (B), Position #R02750 Pupil Services 5.0 hrs./183 days Paraeducator II (B), Position #R02750 Pupil Services 4.0 hrs./283 days	10/21/2013
Sanchez, Rosa	Child Nutrition Coordinator, Position #R02392 Soria 7.0 hrs./189 days Child Nutrition Coordinator, Position #R02392 Soria 6.5 hrs./189 days	10/21/2013

Transfer

Bravo, Ramona	Child Nutrition Worker, Position #R01583 Fremont 4.5 hrs./185 days Child Nutrition Worker, Position #R02054 Fremont 4.0 hrs./185 days	10/23/2013
Escartin, Mireya	Paraeducator II (B), Position #R02060 Haydock 5.5 hrs./183 days Paraeducator II, Position #R02760 Haydock 5.75 hrs./183 days	10/21/2013
Gaytan, Blanca	Office Assistant III (B), Position #R01808 Ed. Services/NfL 8.0 hrs./246 days Intermediate School Secretary (B), #R00921 Frank 8.0 hrs./192 days	10/28/13

Transfer (continued)

Loyola, Romeo	Custodian, Position #R02398 Soria 8.0 hrs./246 days	11/18/2013
	Custodian, Position #R01584 Driffill 8.0 hrs./246 days	
Torres de Morales, Sanjuana	Preschool Assistant, Position #R02577 Ed. Services/Curren 3.0 hrs./183 days	11/11/2013
	Preschool Assistant, Position #R02582 NfL/San Miguel 3.0 hrs./183 days	

Return From Unpaid Leave of Absence

Cater, Taylor	Library Media Technician, Position #R02517	11/21/2013
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Unpaid Leave of Absence

Hartman, Christina	Library Media Technician, Position #R02526	2/18/2013-6/15/2014
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Resignation

Eichner, Denise	Child Nutrition Worker, Position #R02189	10/18/2013
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Retirement

Ramos, Clara	Migrant Education Specialist, Position #R00862	12/29/2013
Reyes, Julia	Accountant/Internal Auditor, Position #R01419	12/30/2013

D.1 Mr. Tylor Middlestad and Mr. Yuri Calderon with CFW, Inc. provided a brief summary on the Elm, Harrington and Lemonwood Projects.

Following discussion, on motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried unanimously, on a 5-0 vote; the Board of Trustees approve the recommended prequalification of professional services consulting firms for Oxnard School District Measure “R” Facilities Program, and approve the enclosed Master Agreements for Consultant Services for each approved prequalified consulting firm, no fiscal impact at this time:

Master Agreements for Geotechnical Engineering, Materials Testing & Special Inspection Consultant Services:

- Agreement #13-122 with Earth Systems Southern California
- Agreement #13-123 with Koury Engineering & Testing, Inc.
- Agreement #13-124 with Construction Testing & Engineering, Inc. (Geotechnical Engineering Only)
- Agreement #13-154 with BTC Labs – Vertical Five (Materials Testing & Special Inspections Only)

Master Agreements for Project Surveying Consultant Services:

- Agreement #13-125 with Jensen Design & Survey, Inc.
- Agreement #13-126 with MNS Engineers, Inc.
- Agreement #13-127 with Wagner Engineering & Survey, Inc.

CONSIDER PREQUALIFICATION OF PROFESSIONAL SERVICES CONSULTANTS FOR THE MEASURE “R” FACILITIES PROGRAM AND APPROVAL OF MASTER AGREEMENTS WITH PREQUALIFIED FIRMS; PROFESSIONAL SERVICES CONSIST OF PROJECT SURVEY, GEOTECHNICAL ENGINEERING, PROJECT DSA INSPECTOR OF RECORD, MATERIALS TESTING & SPECIAL INSPECTIONS, HAZARDOUS MATERIALS SURVEY & TESTING, AND CEQA/DTSC COMPLIANCE (Motion #13-54)

Master Agreements for Project DSA Inspector of Record Consultant Services:

- Agreement #13-128 with Kenco Construction Services, Inc.
- Agreement #13-129 with Knowland Construction Services, Inc.
- Agreement #13-130 with NOLTE – Vertical Five (NV5)

Master Agreements for CEQA/DTSC Compliance Consultant Services:

- Agreement #13-131 with Rincon Consultants, Inc.
- Agreement #13-132 with Tetra Tech, Inc.
- Agreement #13-133 with LSA Associates, Inc.

Master Agreements for Hazardous Materials Survey & Testing Consultant Services:

- Agreement #13-134 with EORM
- Agreement #13-135 with Cardno ATC
- Agreement #13-136 with ENCORP

D.2 The Board requested Mr. Yuri Calderon with CFW, Inc. briefly explain the Lease Leaseback process. Following discussion, on motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously on a 5-0 vote; the Board of Trustees appointed Seward L. Schreder Construction, Inc. to provide Lease-Leaseback Preconstruction Services for Project No. 5 of Measure “R” and Oxnard Facilities Program and that the Board of Trustees approve Preconstruction Services Agreement #13-155 with Seward L. Schreder Construction, Inc. for Project No. 5. Elm Reconstruction of Measure “R”; Basic Services Fees of \$89,500.00 and an additional reimbursable allowance is included for approved expenses not to exceed \$5,000.00; to be paid with Measure “R” Funds.

CONSIDER
APPOINTMENT &
APPROVAL OF
AGREEMENT #13-155
FOR SEWARD L.
SCHREDER
CONSTRUCTION, INC.
TO PROVIDE LEASE-
LEASEBACK
PRECONSTRUCTION
SERVICES FOR
PROJECT NO. 5 – ELM
OF MEASURE “R” &
OXNARD FACILITIES
PROGRAM
(Motion #13-55)

D.3 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried unanimously on a 5-0 vote; the Board of Trustees approved Agreement #13-156 with BTC Labs – Vertical Five to provide project inspection and material testing services; amount not to exceed \$7,510.00, to be paid with Measure L Funds.

APPROVAL OF
AGREEMENT #13-
156 WITH BTC LABS-
VERTICAL FIVE
(Motion #13-56)

D.4 On motion by Trustee Robles-Solis, seconded by Trustee O’Leary and carried unanimously on a 5-0 vote; the Board of Trustees approved Credit Change Order #2 for Bid #11-02 Drifill School P2P Project in the amount of (\$33,893.00), to the original contract price of \$17,061,000.00 with Soltek Pacific Construction will result in a net change of -0.8%.

APPROVAL OF
CREDIT CHANGE
ORDER #2 TO BID
#11-02 SOLTEK
PACIFIC
CONSTRUCTION
(Motion #13-57)

D.5 On motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously on a 5-0 vote; the Board of Trustees awarded Field Contract #FC-P14-01488, ESC Fire Sprinkler Project; in the amount of \$24,060.00 to Durbiano Fire Projection, to be paid with Developer Fees.

AWARD OF FIELD
CONTRACT #FC-P14-
01488 – ESC FIRE
SPRINKLER
PROJECT
(Motion #13-58)

D.6 Following discussion, on motion by Trustee Duff, seconded by Trustee Robles-Solis and carried unanimously on a roll call vote of 5-0; the Board of Trustees read into record and adopted Resolution #13-14 In Support of English Learner Advisory Committees, to provide essential opportunities for parents of English Learner students to be involved in their children’s education and support of maintaining state requirements for school districts to establish ELAC and DELACs, regardless of LCFF changes.

ADOPTION OF
RESOLUTION #13-14
IN SUPPORT OF
ENGLISH LEARNER
ADVISORY
COMMITTEES
(Motion #13-59)

D.7 On motion by Trustee O’Leary, seconded by Trustee Morrison and carried unanimously on a 5-0 vote; the Board of Trustees considered and approved the 2011-2014 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association, as presented.

APPROVAL OF THE
OSD AND CSEA
2013-2014
REVISIONS OF THE
2011-2014
COLLECTIVE
BARGAINING
AGREEMENT
(Motion #13-60)

D.8 On motion by Trustee Morrison, seconded by Trustee Duff and carried unanimously on a 5-0 vote; the Board of Trustees considered and approved the 2013-2014 compensation revision for Non-CSEA Campus Supervisors, Certificated and Classified Substitutes, Confidential Employees, and Certificated and Classified Management, as amended.

CONSIDERATION OF
APPROVAL OF
REVISED 2013-2014
COMPENSATION FOR
NON-CSEA CAMPUS
SUPERVISORS,
CERTIFICATED AND
CLASSIFIED
SUBSTITUTES,
CONFIDENTIAL
EMPLOYEES AND
CERTIFICATED &
CLASSIFIED
MANAGEMENT
(Motion #13-61)

D.9 On motion by Trustee Morrison, seconded by Trustee Duff and carried unanimously on a 5-0 vote; the Board of Trustees considered and approved the 2013-2014 compensation revision for contracted administrators, as presented.

CONSIDERATION OF
APPROVAL OF
EMPLOYMENT
AGREEMENT
AMENDMENTS FOR
2013-2014
COMPENSATION
FOR CONTRACTED
ADMINISTRATORS
(Motion #13-62)

D.10 *Item was pulled from the agenda.*

*ANNUAL REVIEW OF
OXNARD SCHOOL
DISTRICT BOARD OF
TRUSTEES –
SUPERINTENDENT
PROTOCOLS*

<p><i>E.1</i> Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Jim Picola, Director of Child Nutrition Services and Ms. Julie Chessen, Assistant Director of Child Nutrition Services who provided the annual report on the Oxnard School District Child Nutrition Services Program. Following the report the Board thanked Mr. Picola and Ms. Chessen for a job well done.</p>	<p>ANNUAL REPORT ON CHILD NUTRITION SERVICE PROGRAM</p>
<p><i>E.2</i> Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Michael Littlejohn, Manager of Transportation who provided the annual report on the Transportation Department.</p>	<p>TRANSPORTATION DEPARTMENT ANNUAL REPORT</p>
<p><i>E.3</i> Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided a report on the District's Local Control Funding Formula (LCFF) Plan and the District's Local Control & Accountability Plan (LCAP) which included the timeline.</p>	<p>LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) TIMELINES</p>
<p><i>E.4</i> Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering & Operations, Mr. Tom Brown and Mr. Eloy Remiel presented an update on the Driffill School P2P Project. They also thanked Mrs. Carol Flores Beck, school principal for attending all of the construction meetings and assisting in communicating with the teachers, parents and students.</p>	<p>DRIFFILL SCHOOL P2P PROJECT</p>
<p>Dr. Cesar Morales:</p> <ul style="list-style-type: none"> ▪ Congratulated McKinna School staff for being awarded the Apple Distinguished Award. ▪ Reported the Human Resources Department continues to research temporary teacher's review of contracts and would be bringing a report to the Board in December. ▪ Reported the Migrant Program was on schedule to transition to the Ventura County Office of Education for 2014-2015 and a report was forthcoming in the near future. ▪ Reported he toured Driffill Campus today and it looks beautiful, informed the Board of Trustees if they would like to tour the campus to contact his office and it would be scheduled. 	<p>SUPERINTENDENT'S ANNOUNCEMENTS</p>
<p>Mrs. Veronica Robles-Solis:</p> <ul style="list-style-type: none"> ▪ Reported on October 28, 2013 she attended the Driffill Construction Oversight Committee meeting, a lot was shared with the committee including pictures, the timeline and reported the project was on schedule. ▪ Stated her children attended the Science Fair at Marshall School on Saturday and thanked the Marshall staff and the different organizations that sponsored the event. ▪ Congratulated the middle schools for their presentation of the evening, a lot to be proud of, going above and beyond the expectations for the students of the district. ▪ Welcomed Dr. Vaca to the district. 	<p>TRUSTEES' ANNOUNCEMENTS</p>

Mr. Ernie Morrison:

- Welcomed Dr. Vaca to the team and looking forward to good things.
- Reported it was his pleasure to once again be the Master of Ceremony for the Awards of Excellence Ceremony. He suggested to the Education Foundation that the Principals be incorporated into the ceremony by calling out the names and passing out the certificates of the students.

Mr. Denis O'Leary:

- Welcomed Dr. Vaca to the district and told him if he needed help to let the Board know.
- Thanked Dr. Nancy Carroll for coming out of retirement to assist the district and stated it was a pleasure working with her.
- Reported on November 7, 2013 he met with parents from the Villa Victoria complex regarding their concerns. He thanked Dr. Morales for being attentive to the parent concerns and looked forward to resolving the situation which is not a quick fix but would work on a solution. He was happy that the parents came out
- Reported yesterday he attended the Community Education Forum sponsored by CAUSE, Future Leaders of America, OEA, LULAC and stated that his son was on the committee that put the event together and he was proud of him and all the young people that helped out with the meeting. He stated it was a good meeting and thanked Dr. Morales and Ms. Cline for representing the district.

Mr. Albert Duff Sr.:

- Welcomed Dr. Vaca and stated that Mr. Joe Richards had given him a high recommendation.
- Reported he attended the Driffill Construction Oversight Committee and that the school site is beautiful; that he has been involved in all three of the P2P projects and three new schools and stated that this was by far the best.

Mrs. Ana Del Rio-Barba:

- Reported she attended the Inauguration of the Haydock Community Garden two weeks ago. She thanked Mrs. Olivia Barajas who is a leader of that project for a job well done. She reported it is a lot of work but the children are getting involved and it is something for them to be proud of. She thanked Dr. Morales for the kind words, Mrs. Sugden for initiating the project, Dr. Bond for completing the project; and Mr. Gutierrez for his assistance. She recommended the Board Members visit the Garden.
- Reported she attended the Marshall Carnival and she could not believe how many white coats were in attendance, it was a great experience for the students and thanked Channel Islands University for sponsoring the carnival.
- Reported she attended the Measure M6 Bond Oversight Committee meeting who reported they had concluded their tasks and did a great job.
- Stated that the Future Leaders of America were going to have a fundraiser for the families of the fire on Friday at the Knights of Columbus and the proceeds would go to those families in need.
- Welcomed Dr. Vaca.

There being no further business, on motion by Trustee O'Leary seconded by Trustee Duff, President Del Rio-Barba adjourned the meeting at 9:42 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
November 13, 2013; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
December 11, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, December 11, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, and Trustees Al Duff Sr., Ernie Morrison, Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Catherine Kawaguchi and Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Ms. Cheryl Vice, Principal at Ritchen Elementary School introduced Sara De La Paz Conde 6th grader in Mrs. Maria Prado’s class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Sara De La Paz Conde, 6th grader at Ritchen Elementary School read the District’s Vision and Mission Statements in English; and President Ana Del Rio-Barba read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S VISION & MISSION STATEMENT

Ms. Vice provided a brief report on what is happening at Ritchen School.

RITCHEN SCHOOL PRESENTATION

A.5 Changes to the outline of the agenda were noted:

- Section D Action Items, D.6 Approval of Proposal #13-162-001 – MVE Institutional – Design Services for Portable Classroom and Share Structures – funding source has been revised to Deferred Maintenance not Developer Fees.

ADOPTION OF THE AGENDA

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote; the Board adopted the agenda, as amended.

Dr. Morales introduced Ernesto Flores and Yuri Calderon with CFW, Inc. and Catherine Kawaguchi, Assistant Superintendent, Educational Services who provided a 12-month review on the Facilities Implementation Program. The report included information on the review of the implementation program goals, major accomplishments, Master Schedule, budget update, six month timeline by Phase update and what to expect in the next six months. There was discussion on the open enrollment process, the deployment of iPads and bandwidth services to meet the demands of the District.

STUDY SESSION FACILITIES IMPLEMENTATION PROGRAM UPDATE

Mrs. Kawaguchi provided information on the educational program which included information on the MSAP grant which would help support the work of the district’s academies focusing on 6th, 7th and 8th grade. Provided information on the K-5 Strand focuses and reported there would be report in the future on that topic. There was discussion on how the information was being presented to the parents and how it was received.

Mr. Calderon stated the next step would be a request the Board adopt the 12 month plan and give them direction to continue the facilities implementation program.

A brief presentation was provided on the Harrington design by the architectural firm Dougherty & Dougherty.

ANNOUNCEMENT PRIOR TO CLOSED SESSION December 11, 2013:

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

The following individuals addressed the Board of Trustees. The Board allowed the individual to speak during this session instead of the 7:00 p.m. session:

PUBLIC COMMENT
CLOSED SESSION

- Dennis Hardgrave, representative for Borchard/Teal Club Owner Anderson Trust, requested they receive notice in advance when this topic is placed on the agenda.

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATIONS under *Government Code 54956.8* for:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue. Negotiating parties: Superintendent/Assistant Superintendent, Business & Fiscal Services/Garcia Hernández Sawhney & Bermudez, LLP and CFW Inc. Yuri Calderon

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
 - Appointment of Director of Certificated Human Resources and Public Relations

Trustees convened to closed session at 6:39 p.m. until approximately 7:10 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Del Rio-Barba reported the Board took the following action in closed session:

REPORT ON
CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustee appointed Maria Elena Plaza as the Director of Certificated Human Resources and Public Information Officer.

(Motion #13-63)

A.11 Dr. Morales recognized President Del Rio-Barba’s services to the Board of Trustees as President for the 2012-2013 school year. President Del Rio-Barba thanked the Trustees for their support and thanked staff and her family for working together to make OSD a wonderful place to be for the students.

RECOGNITION OF
OUTGOING
PRESIDENT DEL
RIO-BARBA

This being the time and date noticed for Organization of the Board, President Del Rio-Barba opened the floor for nominations for President of the Board for the 2013-2014 school year.

ORGANIZATION OF
THE BOARD

Trustee Robles-Solis nominated Trustee Morrison as President; Trustee Duff seconded the motion. There being no further nominations, the floor was closed and Trustee Morrison was elected as President of the Board on a 4-1 vote, Trustee O’Leary being the nay vote. (Election of the President)

President Del Rio-Barba opened the floor for nominations for Clerk of the Board for the 2013-2014 school year. (Election of the Clerk)

Trustee Morrison nominated Trustee Robles-Solis as Clerk; Trustee Robles-Solis accepted and seconded the motion. There being no further nominations, the floor was closed and Trustee Robles-Solis was elected Clerk of the Board on a 4-1 vote, Trustee O’Leary being the nay vote.

A.12 The Board of Trustees was recessed at 7:18 p.m. p.m. until 7:26 p.m. for a short reception in honor of outgoing President and Clerk and incoming President and Clerk. RECESS

The Board meeting was called back to order at 7:26 p.m. RECONVENE

A.13 The Board officially assumed their seats on the governing board at the direction of President Morrison. ASSUME SEATS

A.14 The Board of Trustees selected from among its members a representative to the following committees: APPOINTMENT/ REAPPOINTMENT OF BOARD REPRESENTATIVES TO DISTRICT COMMITTEES

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.
2013 Rep: Denis O’Leary
2014 Appointee: Denis O’Leary

On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee O’Leary as board representative to the Ventura County Committee on School District Organization. (Motion #13-64)

- Budget Advisory Committee
2013 Rep: Denis O’Leary, Alt: Veronica Robles-Solis
2014 Appointee: Denis O’Leary

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee O’Leary as board representative and Trustee Robles-Solis as board alternate to the Budget Advisory Committee, (Motion #13-65)

- Facilities Construction Committee
2013 Rep: Albert Duff Sr.
2014 Appointee: Albert Duff Sr.

On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee Duff as board representative to the Facilities Construction Committee. (Motion #13-66)

A.15 On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board approved to reappoint Trustee Del Rio-Barba, as a member of the Board of Trustees; Mrs. Sandra J. Rosales, as a retiree of the Oxnard School District, and Ms. Lisa Cline, as the Assistant Superintendent, Business & Fiscal Services; to the Oxnard School District Health and Welfare Benefits Trust.

ANNUAL
APPOINTMENT/
REAPPOINTMENT
OF TRUSTEES FOR
THE OSD HEALTH
& WELFARE
BENEFIT TRUST
(Motion #13-67)

A.16 The Board discussed the options of changing the meeting dates or time of board meetings for January through December 2014. Following discussion, on motion by Trustee O’Leary, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 5-0; the Board approved the schedule.

SCHEDULE OF
BOARD MEETINGS
(Motion #13-68)

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

RULES FOR
PRESENTATIONS

No one addressed the Board during public comment.

PUBLIC COMMENT

B.2 This being the date noticed, President Morrison opened the public hearing to submit General Waiver Request for Term Limits for Measure M6 Bond Oversight Committee.

PUBLIC HEARING
REQUEST FOR
APPROVAL TO
SUBMIT GENERAL
WAIVER REQUEST
– TERM LIMITS FOR
BOND OVERSIGHT
COMMITTEE
(Motion #13-69)

Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided a brief statement and informed the Board there had been no comments received. There being no comments President Morrison closed the public hearing.

On motion by President Morrison, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 5-0; the Board of Trustees held the public hearing and approved the submission of a waiver of Education Code Section 15282(a) to the California Department of Education in order to allow two (2) members of the Measure M6 Bond Oversight Committee to continue to serve past their current terms through December 2015.

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

CONSENT AGENDA
(Motion #13-70)

C.1 Approved/ratified of the following agreements:

(Agreements)

- #13-159 with California State University Channel Islands, to provide Science, Technology, Engineering and Mathematics (STEM) enrichment experiences for students in grades 6, 7, and 8 in the Oxnard School District After School Program; no fiscal impact to the Oxnard School District;
- #13-160 with El Centrito Family Learning Centers, to offer education information workshops and parent involvement services to parents of children attending OSD; no fiscal impact to the Oxnard School District;
- #13-163 with California State University, Northridge (CSUN) for Teresa Toscano, Speech/Language Therapist Assistant, to be supervised for her Clinical Practicum through CSUN; no fiscal impact to the Oxnard School District;
- #13-165 with City Impact Inc., to provide Social Skills Program services for up to three (3) school groups of 10-week Prevention and Early Intervention Groups for students and their parents/caregivers; December 12, 2013 through December 11, 2014; amount not to exceed \$5,400.00, to be paid with Significant Disproportionate Funds.

- C.2 Approve renewal Agreement #13-166 with School Services of California, to provide services regarding the State Mandated Cost claims process and issues of school finance, legislation, school budgeting and general fiscal issues for the period of one year, beginning January 1, 2014 through December 31, 2014; amount not to exceed \$3,500.00, to be paid with General Funds. (Renewal Agreement #13-166 with School Services of California)
- C.3 Ratified Amendment #2 to Agreement #13-65 with Assistance League School, to provide nonpublic schooling to two (2) additional Special Education preschool students for 2013-2014 school year; original contract was \$113,100.00, Amendment #1 was for \$21,025.00, Amendment #2 is for \$13,050.00; for a total contract amount of \$147,175.00, to be paid with Special Education Funds. (Ratification of Amendment #2 to Agreement #13-65 with Assistance League, Non-Public School)
- C.4 Ratified Amendment #1 to Agreement #13-67 with Ventura County Office of Education (VCOE) for the 2013-2014 school year, to provide exceptional services to three (3) additional Special Education Students; original contract was \$188,723.24, Amendment #1 is for \$120,785.60, for a total contract amount of \$309,508.84, to be paid with Special Education Funds. (Ratification of Amendment #1 to Agreement #13-67 with Ventura County Office of Education, Paraeducator Services)
- C.5 Ratified Agreement #13-161 with Casa Pacifica, Non-Public School to provide instructional program for Student AH112906, for 2013-14 school year, including Extended School Year; amount not to exceed \$25,920.00, to be paid with Special Education Funds. (Ratification of Agreement #13-161 with Casa Pacifica, Non-Public School)
- C.6 Rejected York Claim #VCBA06470A1. (Rejection of Liability Claim #VCBA06470A1)
- C.7 Received report on financial status of the self-insured program, as required by State Labor Code Section 3702.6(b). (Self-Insured Workers Compensation Program Annual Report)
- C.8 Reviewed and accepted the 2013-2014 First Quarter Williams VCOE Activity Report, as presented. Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with schools ranked in deciles 1 to 3 of the 2012 Academic Performance Index. (2013-2014 First Quarter Williams VCOE Activity Report)
- C.9 Accepted the Developer Fee Report for 2007-2008 through 2012-2013 fiscal years, and adopted Resolution #13-15 relating to information made available to the public in the form of a statutory school fees and mitigation payments (“Developer Fees”) report and findings thereon, in compliance with Government Code, Sections 66006 and 66001. (Annual and Five-Year Developer Fee Report and Approval of Resolution #13-15)
- C.10 Declared the Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. (Certification of Signatures)
- C.11 Received the information on the district’s current November 2006 Bond Budget Report, as of Wednesday, November 27, 2013. (Report on 2006 Bond Construction Budget)

- C.12 Approved the Purchase Order/Draft Payment Report #13-04 as submitted. (Purchase Order/Draft Payment Report #13-04)
- C.13 Approved the Expenditure Transfer Report #13-04, as submitted. (Expenditure Transfer Report #13-04)
- C.14 Approved the waiver of fees for the Alpha Kappa Alpha Sorority, Inc. (Request to Waive Fees for Use of Facilities Permit – Alpha Kappa Alpha Sorority, Inc.)
- C.15 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- An eight hour, 192 day Intermediate School Secretary Bilingual, position number R02959, to be established at Frank school. The position will be established to provide support due to an increase in student enrollment.
- An eight hour, 210 day Warehouse Worker/Delivery Driver, position number R02957, to be established in the Warehouse department. The position will be established to provide additional food deliveries.
- A five hour and forty-five minute, 183 day Paraeducator III, position number R02956, to be established in the Pupil Services department. The position will be established to comply with a current IEP.

Abolished:

- A four hour, 183 day Paraeducator II, position number R02109, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

Increased:

- A five hour and forty-five minute, 203 day Office Assistant II, position number R02404, to be increased to eight hours at Soria school. This position will be increased to provide clerical support.

FISCAL IMPACT:

Cost for Intermediate School Secretary-\$34,985.00 General Fund
 Cost for Warehouse Worker-\$33,841.00 50% General Fund; 50% Cafeteria Fund
 Cost for Paraeducator III-\$18,563.00 Special Ed
 Savings for Paraeducator II-\$17,186 Special Ed
 Cost for Office Assistant II-\$14,511.00 General Fund

- C.16 Personnel actions: (Personnel Actions)

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

Name	Position	Effective Date
<u>New Hire</u>		
Carl Arrozal	Teacher, Physical Ed., Haydock	November 18, 2013
Liliana Medrano	Teacher, Social Science, Frank	October 4, 2013
Saul Anchondo	Substitute Teacher	2013/2014 School Year
Christina Ballas	Substitute Teacher	2013/2014 School Year
Robert Cole	Substitute Teacher	2013/2014 School Year
Alyxandra Dudley	Substitute Teacher	2013/2014 School Year
Maria Garcia	Substitute Teacher	2013/2014 School Year
Harold Hutton	Substitute Teacher	2013/2014 School Year
Ivan Mendez	Substitute Teacher	2013/2014 School Year
Jorge Napoles	Substitute Teacher	2013/2014 School Year
Megan Sment	Substitute Teacher	2013/2014 School Year
Tasha Wisniewski	Substitute Teacher	2013/2014 School Year

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

Robert Acebo	Driffill	December 2, 2013
Alex Arevalo	Driffill	November 7, 2013
Sheri Anderson	Elm	November 7, 2013
Lynda Berk	Harrington	December 2, 2013
Rex Burke	Elm	November 12, 2013
Elizabeth Crews	Marshall	December 2, 2013
Martha Luna	Ramona	October 16, 2013
Erin Lynch	Brekke	November 15, 2013
Paul Martinez	Driffill	November 12, 2013
Nidia Mejia	Kamala	December 2, 2013
Evelyn Padilla	Harrington	November 18, 2013
Veranica Piszczek	Curren	November 5, 2013
Teresa Ramos	Driffill	November 12, 2013
Bonnie Sussman	McAuliffe	December 2, 2013

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Calderon Ruiz, Nancy	Paraeducator III, Position #R02681 Pupil Services 5.5 hrs./183 days	11/8/2013
Canizalez, Usbaldo	Paraeducator II, Position #R02228 Fremont 5.0 hrs./203 days	11/4/2013

Garcia, Maricarmen	Office Assistant II (B), Position #R02185 Sierra Linda 7.0 hrs./203 days	12/2/2013
Leon, Ricardo Castaneda	Technology Services Technician, Position #R02718 Information Technology 8.0 hrs./246 days	11/14/2013
Lopez, Ana Sanchez	Preschool Assistant (B), Position #R01348 Ed. Services 3.0 hrs./183 days	11/18/2013
Maceda, Veronica Salgado	Paraeducator II (B), Position #R02935 Haydock 5.5 hrs./183 days	11/8/2013
Medina, Eder	Paraeducator II, Position #R01805 Pupil Services 5.5 hrs./183 days	11/5/2013
Morales, Celia	Preschool Assistant (B), Position #R02941 Ed. Services 3.0 hrs./183 days	12/2/2013
Robles, Liliana	Paraeducator III, Position #R02908 Pupil Services 5.75 hrs./183 days	11/19/2013
Segura, Joleen	Paraeducator III, Position #R02142 Pupil Services 5.5 hrs./183 days	11/8/2013
Serrato, Bertina	Paraeducator III (B), Position #R02906 Kamala 5.75 hrs./183 days	11/5/2013
<u>Limited Term</u>		
Lopez, Joseph	Custodian	11/4/2013
Padilla, Steven	Paraeducator	11/18/2013
Perez, Javier	Custodian	9/24/2013
<u>Exempt</u>		
Alcala, Alyssa	Campus Assistant	10/17/2013
Chai, Jazmin	Avid Tutor	10/25/2013
Gabino, Sabrina	Campus Assistant	10/4/2013
Hurtado, Alexis	Campus Assistant	10/28/2013
Rosales, Esmeralda	Campus Assistant	11/12/2013
Sanchez Ochoa, Teresa	Campus Assistant	10/22/2013
Tate, Shaun	Campus Assistant	11/7/2013
Tirado, Daniel	Campus Assistant	10/2/2013
Villanueva, Veronica	Campus Assistant	10/4/2013
<u>Promotion</u>		
Alcala, Hugo	Outreach Specialist (B), Position #R02161 Harrington 6.0 hrs./180 days Paraeducator II (B), Position #R00980 Haydock 5.5 hrs./183 days	11/18/2013
<u>Increase in Hours</u>		
Campos, Rosa	Paraeducator I, Position #R02804 Harrington 4.75 hrs./183 days Paraeducator I, Position #R02804 Harrington 4.0 hrs./183 days	9/25/2013
Flores, Guadalupe	Child Nutrition Worker, Position #R02768 Fremont 4.0 hrs./185 days Child Nutrition Worker, Position #R02768 Fremont 3.0 hrs./185 days	10/23/2013
<u>Transfer</u>		
Acevedo Sanchez, Margarita	Child Nutrition Worker, Position #R02189 Sierra Linda 5.0 hrs./185 days Child Nutrition Worker, Position #R02159 Harrington 5.0 hrs./185 days	11/11/2013

Aspera, Ivan	Custodian, Position #R01584 Driffill 8.0 hrs./246 days	12/9/2013
Bernal, Rosalina	Custodian, Position #R02542 Haydock 4.0 hrs./246 days	
	Child Nutrition Worker, Position #R00269 Lemonwood 5.0 hrs./185 days	10/28/2013
	Child Nutrition Worker, Position #R02160 Harrington 5.0 hrs./185 days	
Cortez, Alejandra	Facilities Technician (B), Position #R0005 Facilities 8.0 hrs./246 days	12/16/2013
	Office Assistant III (B), Position #R02784 Fremont 8.0 hrs./246 days	
Estrada, Laura	Paraeducator II, Position #R02305 Pupil Services 5.5 hrs./183 days	12/2/2013
	Paraeducator II, Position #R00193 Curren 5.5 hrs./183 days	
Garcia, Darlene Emily	Paraeducator III, Position #R02882 Pupil Services 5.75 hrs./183 days	12/2/2013
	Paraeducator III, Position #R02319 Pupil Services 5.5 hrs./183 days	
Giron Guadalupe	Child Nutrition Worker, Position #R02395 Soria 5.0 hrs./185 days	10/28/2013
	Child Nutrition Worker, Position #R02221 Frank 4.0 hrs./185 days	
Gravel, Tricia Lynn	Paraeducator Hearing Impaired, Position #R02955 Marshall 5.75 hrs./183 days	12/2/2013
	Paraeducator Hearing Impaired, Position #R02891 Pupil Services 5.75 hrs./183 days	
Ramirez, Javier	Custodian, Position #R00304 Harrington 8.0 hrs./246 days	12/9/2013
	Custodian, Position #R01884 Fremont 8.0 hrs./246 days	
Reyes, Rosa	Preschool Assistant (B), Position #R02659 Ed. Services 3.0 hrs./183 days	12/2/2013
	Preschool Assistant (B) Position #R02260 NfL 3.0 hrs./183 days	
<u>Administrative Transfer</u>		
1087	Child Nutrition Coordinator, Position #R01073 Brekke 8.0 hrs./189 days	11/12/2013
	Child Nutrition Coordinator, Position #R00375 McKinna 5.0 hrs./185 days	
3319	Child Nutrition Coordinator, Position #R02054 Itinerant 5.0 hrs./185 days	11/12/2013
	Child Nutrition Coordinator, Position #R01584 McKinna 5.0 hrs./185 days	
<u>Reclassification</u>		
Guevara, Rita	Employee Benefits Specialist, Position #R00097 Risk Management 8.0 hrs./246 days	11/21/2013
	Secretary, Position #R00097 Risk Management 8.0 hrs./246 days	
<u>Add Bilingual Stipend</u>		
Alvara, Rosemary	Facilities Secretary, Position #R00994 Facilities 8.0 hrs./246 days	11/12/2013

Resignation

Manansala, Melanie Paraeducator II, Position #R02905 11/29/2013

Retirement

Duncan, Robert Custodian, Position #R02905 2/13/1997-

Valladolid, Maria Child Nutrition Coordinator, Position #R01073 11/14/2013

Wallace, Pame Instructional Assistant RSP (B), Position R#00616 9/9/1985-

12/28/2013

11/18/1985-

12/30/2013

D.1 On motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees nominated the following representatives: Darlene A. Bruno (Hueneme ESD), Rob Collins (Simi Valley USD), Ana Del Rio-Barba (OSD) and Sepideh Yeoh (Oak Park USD) for the CSBA Delegate Assembly.

CALL FOR NOMINATIONS FOR CSBA DELEGATE ASSEMBLY (Motion #13-71)

D.2

Public Comment:

Dennis Hardgrave representative for the Borchard Family, stating they are interested in working with the school district for a middle school site on the property and looked forward to moving through the process quickly.

CONSIDER APPROVAL OF AGREEMENT #13-164 SITE ACCESS AGREEMENT – PERMISSION TO ENTER REAL PROPERTY FOR TESTING & INSPECTION PURPOSES FOR PROPOSED NEW MIDDLE SCHOOL – TEAL CLUB DEVELOPMENT (Motion #13-72)

On motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved OSD Site Access Agreement #13-164 Permission to Enter Real Property For Testing and Inspection Purposes for proposed New Middle School – Teal Club Development.

D.3 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services presented the First Interim Report which would be filed as a positive certification for the second time. She reported most changes were due to the LCFF (Local Control Funding Formula) program. Reviewed the District’s enrollment history and projection and multi-year projection with LCFF proposals as of October 31, 2013.

OXNARD SCHOOL DISTRICT 2013-2014 FIRST INTERIM REPORT (Motion #13-73)

On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees accepted the Oxnard School District 2013-2014 First Interim Report (Period Ending October 31, 2013).

D.4 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees reviewed the current BOC membership and reappointed Mr. Edward Castillo and Mr. Gerardo Gonzales to the Measure M6 Bond Oversight Committee through December 2015 contingent on approval of the General Waiver from the California Department of Education.

ANNUAL APPOINTMENT/ REAPPOINTMENT OF MEASURE M6 BOND OVERSIGHT COMMITTEE (Motion #13-74)

D.5 Following a lengthy discussion, on motion by Trustee Duff, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved Owner/Architect Master Agreement #13-162 with MVE Institutional to provide architecture services for miscellaneous projects; future projects will determine fiscal impact on Measure L, Measure R, Deferred Maintenance and Developer Fees Funds.

OWNER/ARCHITECT
MASTER
AGREEMENT #13-
162 MVE
INSTITUTIONAL
(Motion #13-75)

D.6 Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee Robles-Solis being the nay vote; the Board of Trustees approved Proposal #13-162-001 with MVE Institutional, for design services for Shade Structures for Sierra Linda, Chavez, Kamala and Curren Schools, per the terms & conditions of Master Agreement #13-162; amount not to exceed \$55,000.00, to be paid with Deferred Maintenance Funds. The Board further requested clarification on the portable classroom at Lemonwood School from CFW, Inc.

APPROVAL OF
PROPOSAL #13-162-
001 – MVE
INSTITUTIONAL –
DESIGN SERVICES
FOR PORTABLE
CLASSROOM &
SHADE
STRUCTURES
(Motion #13-76)

D.7 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P14-01699, Haydock Demonstration Lab; to Waisman Construction Inc. in the amount of \$27,750.00, to be paid with Deferred Maintenance Funds.

AWARD OF FIELD
CONTRACT #FC-P14-
01699 – HAYDOCK
DEMONSTRATION
LAB
(Motion #13-77)

D.8 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Amendment #3 to Agreement #12-118 with Flewelling & Moody Architecture Inc., to provide additional architectural services for Drifill School P2P+ Project. Original agreement approved by the Board on October 3, 2012 for \$300,000.00, Amendment #1 approved by the Board on March 6, 2013 for \$250,000.00, Amendment #2 approved by the Board on March 20, 2013 for \$125,900.00; Amendment #3 to Agreement #12-118 is for \$57,600.00, bringing the total contract to \$733,500.00, to be paid with Measure M Funds.

APPROVAL OF
AMENDMENT #3 TO
AGREEMENT #12-
118 WITH
FLEWELLING &
MOODY
ARCHITECTURE
INC.
(Motion #13-78)

D.9 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Amendment #1 to Agreement #12-153 with EUR Consulting and Development, to provide additional construction management services for the demolition of Building 8 and the construction of the kindergarten building project at Drifill School. Original agreement approved by the Board on November 14, 2012 for \$585,000.00, Amendment #1 is for \$145,000.00, bringing total contract to \$730,000.00, to be paid with Measure R Funds.

APPROVAL OF
AMENDMENT #1 TO
AGREEMENT #12-
153 WITH EUR
CONSULTING AND
DEVELOPMENT FOR
PERMANENT
CONSTRUCTION
MANAGEMENT
SERVICES
(Motion #13-79)

D.10 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order #3 to Bid #11-02, Drifill Elementary School P2P Project with Soltek Pacific Construction, to provide demolition of Building 8 and improve required infrastructure to existing buildings; Change Order amount of \$383,408.00 from a combination of Measure M and Measure R Funds; to the original contract of \$17,061,000.00, resulting in a net change of 1.49%.

APPROVAL OF
CHANGE ORDER #3
TO BID #11-02
SOLTEK PACIFIC
CONSTRUCTION
(Motion #13-80)

E.1 Mrs. Diane Villegas, Executive Director of English Learner Services provided a report on the California English Language Development Test (CELDT) for 2012-2013 which were released by the California Department of Education. She went over the areas of concern and what the district was doing to address those areas. Mrs. Kawaguchi thanked Mrs. Villegas for her services to the Oxnard School District as today was her last board meeting before retiring. The Board thanked Mrs. Villegas for her services and wished her well on her retirement.

CALIFORNIA
ENGLISH
LANGUAGE
DEVELOPMENT
TEST (CELDT)

F.1 The Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a first reading and directed administration to bring back for adoption at the next board meeting:

FIRST READING OF
POLICIES,
REGULATIONS AND
BYLAWS

Revision Philosophy, Goals, Objectives and Dr. Vaca
BP 0410 Comprehensive Plans
NONDISCRIMINATION IN DISTRICT
PROGRAMS AND ACTIVITIES

Dr. Cesar Morales:

SUPERINTENDENT'S
ANNOUNCEMENTS

- Reported as mentioned by various speakers tonight and the Board Members there was overwhelming interest in what is happening in the Oxnard School District at the annual CSBA Conference held last week in San Diego. We were contacted by many Board Members and Superintendents regarding our iPad deployment success and our facilities implementation plan.
- We also received many compliments on how well thought out our construction plan was not only in dealing with the present construction but also the future of the district and the potential opportunities out there for funding.
- Stated he is very proud to be the Superintendent of the OSD, a visionary district, it is a great team, there are great employees and teachers.
- He thanked Former Board President Del Rio-Barba for her assistance in his first six months in the district and looked forward to working with President Morrison and the entire Board and Cabinet staff.
- Reported he appreciated the opportunity to attend the January 16th State Board of Education meeting in Sacramento and would be providing information to the Board to see if anyone else would be able to attend.

Mrs. Ana Del Rio-Barba:

TRUSTEES
ANNOUNCEMENTS

- Reported that from the CSBA Conference was the underlined message for the LCFF is that each district has to be accountable for the funds they receive. She realized that a lot of work has already been prepared by administration and the district is ahead of most districts in California. She requested that once the district received the guidelines from the State and has the plan in place with all of the perimeters that the District plan accordingly and share with the stakeholders. She thanked the community and groups that had already held meetings to provide the information to the public. She reported that the State Department would like to hear from Districts and have a conversation on the LCFF at the January 16, 2014 State Board of Education meeting in Sacramento.
- She wished everyone a Happy Holiday and to be safe and looked forward to the great things to come next year.

Mr. Albert Duff Sr.:

- Announced if you have not been to Driffill School lately you need to visit inside and out.
- Reported the CSBA Conference was very informative in LCFF, LCAP, Common Core and many other topics and the sessions were very meaningful to understanding what is expected from Districts.

Mr. Denis O'Leary:

- Requested a report on the PEG Funding to the Oxnard School District.
- Requested an update on the California Voting Rights Act stating the goals was to have into effect for the 2014 elections.
- Reported on November 14, 2013 he attended a meeting sponsored by CAUSE, Future Leaders, LULAC and OEA at Frank Intermediate Library which was well attended and shared that parents want to be involved and have their voices heard by the leadership of different organizations.
- On November 23, 2013 there was a Deferred Action workshop at the Mexican Consulate where migration lawyers provided fee review of documents required to apply for the benefit of DACA. He thanked Dr. Morales for advertising the event on short notice.
- Reported that at the CSBA Conference he participated in a discussion regarding the two new laws regarding curriculum and access to facilities for the Rights of Gay and Lesbian which was very informative.

Mrs. Veronica Robles-Solis:

- Reported on November 25, 2013 she attended the Driffill Oversight Committee meeting and a lot has changed, she reported that December 20, 2013 will be moving day and if anyone would like to volunteer to contact the school.
- Requested when the dedication for the Driffill P2P would be scheduled. Dr. Morales informed the Board that he was working with the Principal and Driffill staff and they requested there be allowed time to settle into their classrooms and decorate the facilities before the dedication so it may be held the later part of January to give the staff enough time to move in. He would provide more information to the Board as soon as they confirmed a date with staff.
- Reported she participated in the Santa By the Sea Half Marathon and saw Mrs. Duff waiting at a signal light near Driffill School. Stated what she liked about this marathon is the funds stay in the community, there is a toy drive and contests for cheering groups within the community that earn funds for their organization. Something the Education Foundation may want to look into to see how they can generate funds for the district.
- She wished everyone a happy holiday and looked forward to next year.

Mr. Ernie Morrison:

- Thanked Mrs. Robles-Solis for her participation in the Santa By The Sea Marathon and understood it had grown.
- Reported that at the CSBA Conference it was reported there was movement nationwide on bringing back the arts for the success of the students.
- Stated he was looking forward to the coming year and working with the Board and Dr. Morales at setting the goals for the district.

There being no further business, on motion by Trustee Robles-Solis, seconded by Trustee Duff, President Morrison adjourned the meeting at 9:26 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
December 11, 2013; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
January 15, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, January 15, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernie “Mo” Morrison, and Trustees Al Duff Sr., Ana Del Rio-Barba, Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Jainna Lopez, 4th grader at Rose Avenue Elementary School in Ms. Niganas’ class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Cindy Rodriguez, 5th grader at Rose Avenue Elementary School in Mr. Ramirez’ class read the District’s Vision & Mission Statements in English and Spanish.

DISTRICT’S VISION & MISSION STATEMENT

Dr. Shannon Coletti, Principal of Rose Avenue Elementary introduced and thanked staff and students that attended the meeting. She provided a video of the students and staff enforcing the Olweus Implementation Program for Anti-Bullying which has been very effective at the school site. She thanked the Board of the opportunity to showcase Rose Avenue School and invited to them to visit their campus.

ROSE AVENUE SCHOOL PRESENTATION

A.5 Changes to the outline of the agenda were noted:

- Section A, Preliminary, Pulled Study Session, A.6 Facilities Implementation Program Update;
- Section D, Action Items: D.5 Approval of Agreement #13-168 with Padilla & Associates Inc., correct to read Ratify Agreement #13-168 with Padilla & Associates Inc., to provide Labor Compliance Monitoring Services at Driffill School,” the contract term started January 1, 2014.

ADOPTION OF THE AGENDA

On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board adopted the agenda, as amended.

A.6 *Study Session postponed.*

FACILITIES IMPLEMENTATION PROGRAM UPDATE

ANNOUNCEMENT PRIOR TO CLOSED SESSION January 15, 2014:

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

The following individuals addressed the Board of Trustees, The Board allowed the individuals to speak during this session instead of the 7:00 p.m. session:

PUBLIC COMMENT CLOSED SESSION

- None

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

- ANTICIPATED LITIGATION(S): 1 case

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

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

Thirdly, under *Government Code 54957 and Education Code 44943 for:*

➤ PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

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

➤ PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

- Appointment of Interim Principal

Trustees convened to closed session at 5:15 p.m. until approximately 7:11 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board took the following action in closed session: REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees appointed Greg Brisbine as Interim Principal at Frank Intermediate School. (Motion #13-81)

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

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Marilynne Parker, retired Teacher, on behalf of OMAG, requesting music be brought back into the classroom;
- Jean Joneson, resident and voter, concerned with the three academies, implementation of Common Core and lack of communication with parents/guardians of students, insurance money collected for iPads a report to know where funds go, form a committee of parents and staff to review all of the funding spending, and encourage Board to accept offer from OMAG for music in the classrooms.

The following items on the consent agenda were approved on motion of Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as amended. CONSENT AGENDA (Motion #13-82)

C.1 Approved/ratified of the following agreements: (Agreements)

- Amendment #2 to Agreement #12-221 with NCS Pearson, to provide extended SIOP training to staff members who have not yet attended the training, additional amount of \$15,000.00 for Amendment #2; original agreement amount of \$220,000.00, Amendment #1 is for \$5,000.00, for a total amount of \$240,000.00; to be paid with EIA-LEP Funds;
- Amendment #1 to Agreement/MOU #13-12 with University of Southern California School of Social Work, to provide field placement of social work USC students; amendment is to revise actual date in force to July 31, 2014 instead of June 30, 2014; no cost to the District;

- #13-167 with Transfinder, to purchase routing software that will allow the district to quickly and efficiently route, live track and schedule busing services for the students; agreement term is January 16, 2014 – January 15, 2015, cost for the 2014 calendar year is \$30,795.00 to be paid out of the General Fund. This includes a one-time discount of \$7,050.00 for Annual Support and Maintenance Fee that will be applicable in future years.

C.2 Ratified Agreement/MOU #13-169 with Dr. Staci Block, to prepare and provide professional development for the delivery of the enrichment arts program that meets the requirements of the After School Education & Safety Grant for the After School Program during the 2013-2014 school year; amount not to exceed \$30,000.00, to be paid with After School Education and Safety Grant.

(Ratification of Agreement # 13-169 Dr. Staci Block)

C.3 Ratified Work Authorization Letter (WAL) #001 for Geotechnical Engineering Services at Project 3 – Lemonwood Elementary School per Master Agreement #13-124 with Construction Testing & Engineering, Inc.; amount not to exceed lump sum fixed fee of \$24,500.00, to be paid with Measure R Funds.

(Ratification of WAL #001 for Geotechnical Engineering Services at Project 3 – Lemonwood with Construction Testing & Engineering, Inc.)

C.4 Ratified Work Authorization Letter (WAL) #001 for Surveying Services at Project 3 – Lemonwood Elementary School per Master Agreement #13-125 with Jensen Design & Survey Inc.; amount not to exceed lump sum fixed fee of \$21,500.00, to be paid with Measure R Funds.

(Ratification of WAL #001 for Surveying Services at Project 3 – Lemonwood with Jensen Design & Survey, Inc.)

C.5 Ratified Work Authorization Letter (WAL) #001 for Hazardous Materials Survey & Testing Services at Project 4 – Harrington Elementary School per Master Agreement #13-136 with ENCORP; amount not to exceed lump sum fixed fee of \$16,775.00, to be paid with Measure R Funds.

(Ratification of WAL #001 for Hazardous Materials Survey & Testing Services at Project 4 – Harrington with ENCORP)

C.6 Ratified Work Authorization Letter (WAL) #001 for Surveying Services at Project 5 – Elm Elementary School per Master Agreement #13-127 with Wagner Engineering & Survey, Inc.; amount not to exceed lump sum fixed fee of \$23,934.00, to be paid with Measure R Funds.

(Ratification of WAL #001 Surveying Services at Project 5 – Elm with Wagner Engineering & Survey, Inc.)

C.7 Ratified Work Authorization Letter (WAL) #001 for Geotechnical Engineering Services at Project 5 – Elm Elementary School per Master Agreement #13-122 with Earth Systems Southern California; amount not to exceed lump sum fixed fee of \$21,300.00, to be paid with Measure R Funds.

(Ratification of WAL #001 Geotechnical Engineering Services at Project 5 – Elm with Earth Systems Southern California)

C.8 Ratified Work Authorization Letter (WAL) #001 for Hazardous Materials Survey & Testing Services at Project 3 – Lemonwood Elementary School per Master Agreement #13-135 with Cardno ATC; amount not to exceed lump sum fixed fee of \$13,605.00, to be paid with Measure R Funds.

(Ratification of WAL #001 Hazardous Materials Survey & Testing Services at Project 3 – Lemonwood with Carndo ATC)

C.9 Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, December 20, 2013.

(Report on 2006 Bond Construction Budget)

C.10 Approved the Purchase Order/Draft Payment Report #13-05 as submitted.

(Purchase Order/Draft Payment Report #13-05)

C.11 Approved the Expenditure Transfer Report #13-05, as submitted.

(Expenditure Transfer Report #13-05)

C.12 Approved the Quarterly Report on Williams Uniform Complaints, as presented.

(Approval of Quarterly Report on Williams Uniform Complaint)

C.13 Approved the revised/new job descriptions:

Previous Title	Revised Title	Fiscal Impact
None	Project Grant Director	\$103,883-\$121,055 range
None	Site Project Coordinator	\$83,388-\$99,570 range

(Consideration of Approval of New Job Descriptions: Magnet Schools Assistance Program (MSAP) Project Grant Director and Site Project Coordinator)

C.14 Approved the waiver of fees for the Bethel A.M.E. Church’s Youth Mentoring Program.

(Request to Waive Fees for Use of Facilities Permit – Bethel A.M.E. Church: Youth Mentoring Program)

C.15 Approved the waiver of fees for the Oxnard Music Advocacy Group and Oxnard School District Education Foundation.

(Request to Waive Fees for Use of Facilities Permit – Oxnard Music Advocacy Group (OMAG) and Oxnard School District Education Foundation (OSDEF))

C.16 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- A three hour, 185 day Child Nutrition Worker, position number R02968, to be established at Harrington School. The position will be established due to an increase in the meal count.
- A five hour and forty-five minute, 183 day Paraeducator II, position number R02962, to be established in the Pupil Services department. The position will be established provide support.

Abolish:

- A five hour, 183 day Paraeducator II, position number R01310, to be abolished in the Pupil Services department. The position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Child Nutrition Worker-\$6,503.00 Cafeteria Fund
 Cost for Paraeducator II-\$19,626.00 Special Ed
 Savings for Paraeducator II-\$17, 952.00 Special Ed

C.14 Personnel actions: (Personnel Actions)

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

Name	Position	Effective Date
<u>New Hire</u>		
Rachel Boxer	Psychologist	January 20, 2014
Elissa Luecke	Psychologist	January 20, 2014

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

Jennifer Koslow	McAuliffe	December 9, 2013
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Cruz, Juliana	Preschool Assistant (B), Position #R02894 Ed. Services 3.0 hrs./183 days	12/9/2013
Moreno, Angelica	Paraeducator II, Position #R02952 Pupil Services 5.5 hrs./183 days	12/9/2013
Tejeda, Tyler	Vehicle and Equipment Mechanic, Position #R00415 Transportation 8.0 hrs./246 days	12/9/2013

Transfer

Mendoza, Pedro	Warehouse Worker/Delivery Driver, Position #R02957 Warehouse 8.0 hrs./210 days	1/7/2014
	Warehouse Worker/Delivery Driver, Position #R00863 Warehouse 29.0 hrs. per week/210 days	

Add Bilingual Stipend

Davis, Dawud	Technology Services Technician, Position #R00859 Technology Department 8.0 hrs./246 days	12/11/2013
Garza, Reynaldo	TV Services Coordinator, Position #R01080 Technology Department 8.0 hrs./246 days	12/11/2013
Serrato, Alicia	Attendance Accounting Technician, Position #R02390 Soria 8.0 hrs./210 days	12/11/2013
Soto, Araceli	Paraeducator Hearing Impaired, Position #R02548 Pupil Services 6.0 hrs./183 days	12/11/2013

Unpaid Leave of Absence

Bravo, Ramona	Child Nutrition Worker, Position #R01583 Fremont 4.5 hrs./185 days	12/5/2013-1/15/2014
Magallanes, Cristina	Instructional Assistant SH, Position #R02396 Pupil Services 5.5 hrs./183 days	2/1/2014-5/18/2014

Retirement

Cachu, Oliva	Child Nutrition Worker, Position #R01267	9/30/1996-12/20/2013
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D.1 On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0-1; Trustee O’Leary abstained; the Board of Trustees approved reimbursement to Rio School District, as stipulated by Education Code Section 44987.3.

REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT (Motion #13-83)

D.2 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Jeff Nigro, Managing Partner of Nigro & Nigro, PC, who presented the 2012-2013 audit highlights for the Oxnard School District Audit Report, June 30, 2013.

OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2013 (Motion #13-84)

Following discussion on motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees accepted the Oxnard School District Audit Report, June 30, 2013.

D.3 Mr. Jeff Nigro provided a brief report on the Measure M6 General Obligation Bond which was approved by the voters in November 2006.

MEASURE M6 GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2013 (Motion #13-85)

D.4 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; Board of Trustees accepted the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2013.

MEASURE R
GENERAL
OBLIGATION BOND
BUILDING FUND OF
OXNARD SCHOOL
DISTRICT AUDIT
REPORT, JUNE 30,
2013
(Motion #13-86)

D.5 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees ratified Agreement #13-168 with Padilla & Associates Inc., to provide Labor Compliance Monitoring Services at Driffill School during the demolition of the Kindergarten Building in support of the P2P Project; amount not to exceed \$7,581.00, to be paid with Measure M Funds.

APPROVAL OF
RATIFICATION OF
AGREEMENT #13-
168 WITH PADILLA
& ASSOCIATES INC.
(Motion #13-87)

Trustee Robles-Solis departed at 8:05 p.m. due to previous commitment.

(Trustee Departure)

D.6 On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 4-0, Trustee Robles-Solis was not present during the vote; the Board of Trustees approved Proposal #13-162-002 with MVE Institutional, for design services to modify Portable Buildings and site improvement for Preschool facilities at Sierra Linda and Ritchen Elementary Schools, per the terms & conditions of Master Agreement #13-162; amount not to exceed \$47,000.00, to be paid with Deferred Maintenance.

APPROVAL OF
PROPOSAL #13-162-
002 – MVE
INSTITUTIONAL –
DESIGN SERVICES
TO MODIFY
PORTABLE
BUILDINGS AND
SITE IMPROVEMENT
FOR PRESCHOOL
FACILITIES AT
SIERRA LINDA AND
RITCHEN
ELEMENTARY
SCHOOLS
(Motion #13-88)

D.7 On motion by Trustee Duff, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0, Trustee Robles-Solis was not present during the vote; the Board of Trustees approved Amendment #2 to Agreement #11-241 with BTC Labs – Vertical Five, to provide additional material testing & inspection services and final Division of the State Architect close out documents for the Driffill School P2P+ Project. Original agreement approved by the Board on April 18, 2012 for \$154,642.00; Amendment #1 approved by the Board on February 6, 2013 for \$120,000.00; Amendment #2 to Agreement #11-241 is for \$19,072.50, bringing total contract to \$293,714.50, to be paid with Measure M Funds.

APPROVAL OF
AMENDMENT #2 TO
AGREEMENT #11-
241 BTC LABS –
VERTICAL FIVE
(Motion #13-89)

D.8 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee Robles-Solis was not present during the vote; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorder’s Office for Bid #12-INF-03, Marshall School Classroom Sound Attenuation with Kiwitt General Building.

APPROVAL OF
NOTICE OF
COMPLETION,
MARSHALL
SCHOOL
CLASSROOM
SOUND
ATTENUATION, BID
#12-INF-03
(Motion #13-90)

F.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee Robles-Solis was not present during the vote; the Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a second reading and adopted as presented:

SECOND READING
OF POLICIES,
REGULATIONS AND
BYLAWS

Revision Philosophy, Goals, Objectives and
BP 0410 Comprehensive Plans
NONDISCRIMINATION IN DISTRICT
PROGRAMS AND ACTIVITIES

Dr. Vaca (Motion #13-91)

Dr. Cesar Morales:

SUPERINTENDENT’S
ANNOUNCEMENTS

- Wished everyone a Happy New Year and reported staff had been back at work for two weeks moving forward with executing the reconfiguration plan and facilities implementation plan.
- Reported upon the return of the New Year Driffill students and staff were able to move into their P2P+ building with the assistance of many people. Special thanks to the teachers, principal, assistant principal, the moving team for making sure everything was done and ready upon the return of the students. He also thanked the Measure M Bond Construction Oversight Committee Members for their time and expertise for bringing this project to be the pride and joy of the District. The Driffill Dedication is tentatively scheduled for Saturday, January 25, 2014 more information to follow.
- Reported recently the State of California received the Governor’s proposal which proved to be favorable for the Oxnard School District budget and he looked forward to analyzing the funding with all stakeholders for the benefit of students.
- Reported that on February 12, 2014 the District would hold its first “State of the District Address” at the Performing Arts and Civic Center more information would be provided in the future.

Mrs. Ana Del Rio-Barba:

TRUSTEES’
ANNOUNCEMENTS

- Welcomed everyone back and looked forward to the Driffill Dedication to celebrate with the school staff and community. She reported Driffill School was where she taught and still sees some of her former students.
- Reported that tomorrow, January 16, 2014 the Board and administration would be attending the State Board Meeting in Sacramento to advocate for the children and the district.

Mr. Albert Duff Sr.:

- Wished everyone a Happy New Year and thanked the Superintendent for hosting a fine evening.
- Reported he attended the Retirement party for Clara Ramos along time employee of the district which was very enjoyable.

Mr. Denis O’Leary:

- Wished everyone a Happy New Year and thanked staff for the hard work, he reported he had driven by several school sites.
- Reported it was his understanding that the situation of busing 80 students from the Villa Victoria complex to schools was being finalized, he appreciated the solution to a difficult situation and stated he had addressed this five years ago.
- Stated he researched the internet and found that in May of 2012 the Oxnard School District received a presentation on At Large Voting Elections for districts and Board direction at that time was to move forward, form a committee and make a presentation to move forward for the 2014 election.
- Reported that tomorrow would be an early morning as they travel to Sacramento to get our word across, prevail and represent the district, students and parents in Sacramento.

Mr. Ernie Morrison:

- Reported he visited Driffill School but left quickly because there was a lot happening to get ready for the students first day of school in January.
- Stated he was looking forward to assisting the Education Foundation Gala Fund Raiser on January 25, 2014 at the Tower Club at 5:30 p.m.
- Reported with sadness that Mr. Haines passed away, who was the father of Odie Dean Wells (Haines) an employee of the District whom had an award named after her for Classified Employees.

There being no further business, on motion by Trustee Del Rio-Barba seconded by Trustee Duff, President Morrison adjourned the meeting at 8:30 p.m. ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of January 15, 2014; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
January 22, 2014

The meeting was called to order at 5:00 p.m. by President Ernie Morrison. CALL TO ORDER

Present were Trustees Ana Del Rio-Barba, Albert Duff Sr., Veronica Robles-Solis, and President Ernie “Mo” Morrison; Trustee Denis O’Leary was absent. Also present was Dr. Cesar Morales, Superintendent and Nitasha Sawhney with GHSB, LLP. ROLL CALL

On motion of Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a 4-0 vote, Trustee O’Leary was absent; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board of Trustees at this Board Meeting. PUBLIC COMMENT

ANNOUNCEMENT PRIOR TO CLOSED SESSION January 22, 2014:

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

Under *Government Code 54957 and Education Code 44943* for:

- PUBLIC EMPLOYEE EVALUATION:
 - District Superintendent

Trustees convened to closed session at 5:05 p.m. until approximately 7:50 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board took no reportable action during closed session. REPORT ON CLOSED SESSION

The Board of Trustees and Dr. Morales reviewed the District Goals & Objective. BOARD GOVERNANCE PLANNING SESSION

There being no further business, on motion by Trustee Duff seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 8:22 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this _____ day of _____, 20__, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of January 22, 2014; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
February 5, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, February 5, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernie “Mo” Morrison, and Trustees Al Duff Sr., Denis O’Leary and Veronica Robles-Solis. Trustee Ana Del Rio-Barba was absent due to illness. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Santiago Virto, 7th grader from R.J. Frank Intermediate School led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Emilia Salcido, 8th grader at R.J. Frank Intermediate School read the District’s Mission & Vision Statements in English and Santiago Virto, 7th grader read them in Spanish.

DISTRICT’S VISION & MISSION STATEMENTS

Mr. Gregory Brisbine, Interim Principal at R.J. Frank Intermediate School, Santiago Virto and Emilia Salcido provided a presentation to the Board showcasing R.J. Frank Intermediate School.

R.J. FRANK INTERMEDIATE SCHOOL PRESENTATION

Trustee Ana Del Rio-Barba arrived at 5:06 p.m.

(Arrival of Trustee)

- A.5 Changes to the outline of the agenda were noted:
- Section D – Action Items: D.2 Conversion of Temporary Certificated Employees to Probationary Status – replaced revised list due to typographical error in initial list of one Probationary Employee Status from 1 to 2.

ADOPTION OF THE AGENDA

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a 4-0 vote; the Board adopted the agenda, as amended.

Mr. Daniel Kubilos, Chief Information Officer for OSD, Mr. Jeremy Cogan with CFW, Inc. and Mr. Tyler Arrigoni with OneInterface Engineering, LLC provided a networking assessment and summary of findings on the overview of technical assessment and recommendations for the Oxnard School District.

FACILITIES IMPLEMENTATION PROGRAM UPDATE

Following the presentation the Board and administration discussed the next steps needed to complete the deployment of the 1:1 devices at the remaining sites, acquiring wireless access points, sufficient bandwidth at sites, and working collaboratively with the City of Oxnard, Time Warner and the Ventura County Office of Education to achieve the District’s goals.

ANNOUNCEMENT PRIOR TO CLOSED SESSION February 5, 2014:

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

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

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION(S): 1 case
- EXISTING LITIGATION – 1 case: Parent On Behalf of Student v. Oxnard School District, OAH Case No. 2013090950

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

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

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

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

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

Trustees convened to closed session at 6:14 p.m. until approximately 7:07 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board took the following action in closed session:

REPORT ON
CLOSED SESSION

- On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the recommendation for a suspended expulsion in Student Case No. 13-02.

(Motion #13-92)

Trustee Ana Del Rio-Barba departed at 7:09 p.m. due to illness.

(Departure of Trustee)

A.11 On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0-1, Trustee Del Rio-Barba left due to illness; the Board of Trustees approved the minutes of special board meeting July 10, 2013, as submitted.

APPROVAL OF
MINUTES
(Motion #13-93)

A.12 Dr. Cesar Morales, District Superintendent introduced Gregory Brisbine, Interim Principal at R. J. Frank Intermediate School; and Mrs. Maria Elena Plaza, Director of Certificated Human Resources & Public Relations.

INTRODUCTION OF
NEW
ADMINISTRATORS

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

RULES FOR
PRESENTATIONS

The following individuals address the Board of Trustees:

PUBLIC COMMENT

- Chuck Manley, Teacher RJ Frank School, regarding concerns with use of final year of QEIA funds, community is requesting smaller class size not technology nor removal of portables;

- Clara Ramos, Past CSEA President, introduced the new CSEA President Jabbar Wofford whom in turn introduced the Executive Board in attendance: Marco Jimenez, Mark Gutierrez, Emily Gutierrez, Rita Guevara, Tanya Ventura, Ilene Poland, Luz Chavez, Hugo Alcara, Patty Hurado and Janette Ayala.

The following items on the consent agenda were approved on motion of Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 4-0, Trustee Del Rio-Barba was not present during the vote, as amended.

CONSENT AGENDA
(Motion #13-94)

C.1 Accepted gifts to the district and directed that letters of appreciation be sent to the donors:

(Acceptance of Gifts)

- From Mr. and Mrs. Ronald Coletti, to Brekke School, a donation of a Hewlett Packard Laser Jet printer valued at \$300.00; printer will be used by teachers and staff;
- From Mr. Roger Zavala, parent, to Soria School, a donation of \$500.00, the funds will go towards the ASB sports club program to pay for sports team’s fees;
- From Island Packers Corporation, to Soria School, a donation of two adult whale watching tickets valued at \$72.00; the tickets will go to the OSD Education Foundation fundraiser event for teacher grants.

C.2 Approved/ratified of the following agreements:

(Agreements)

- Amendment #1 to Agreement #13-156 with BTC Labs – Vertical Five to provide project inspection and material testing services to include McKinna School; original contract was \$7,510.00 for four (4) schools, Amendment #1 will not exceed \$500.00, credit from the Harrington School Project will be used and this agreement will not exceed the original amount;
- Agreement #13-174 with Oxnard PACC (Performing Arts & Convention Center) for use of facilities for State of the District Address scheduled for February 12, 2014; amount not to exceed \$1,225.00, to be paid with Unrestricted General Funds.

C.3 Approved Agreement #13-175 with Music for Life Institute/African Children’s Choir, to provide three assemblies for K-8 students at Juan Soria School; amount not to exceed \$3,000.00, to be paid with PTA Funds from Juan Soria School.

(Approval of Agreement #13-175 with Music for Life Institute/African Children’s Choir)

C.4 Ratified Amendment #2 to Agreement/MOU #13-67 with Ventura County Office of Education (VCOE) for the 2013-14 school year, to provide exceptional services to two (2) additional Special Education Students; original contract was \$188,723.24, Amendment #1 was for \$120,785.60, Amendment #2 is for \$70,959.69; for a total contract amount of \$380,468.53, to be paid with Special Education Funds.

(Ratification of Amendment #2 to Agreement #13-67 – VCOE, Paraeducator Services – SCP)

C.5 Ratified Agreement #13-172 with Hueneme School District for OSD to provide services for student #VH121010 for the 2013-2014 school year, including Extended School Year (ESY); OSD will be reimbursed \$5,590.70 for providing these services.

(Ratification of Agreement #13-172 – Hueneme School District for OSD to Provide DHH Services)

<p>C.6 Ratified Work Authorization Letter (WAL) #001 for Hazardous Materials Survey & Testing Services at Project 5 – Elm Elementary School per Master Agreement #13-134 with EORM; amount not to exceed lump sum fixed fee of \$23,500.00, to be paid with Measure R Funds.</p>	<p>(Ratification of WAL #001 for Hazardous Materials Survey & Testing Services at Project 5 – Elm with EORM)</p>
<p>C.7 Ratified Work Authorization Letter (WAL) #001 for Geotechnical Engineering Services at the Proposed New Middle School Academy Site per Master Agreement #13-123 with Koury Engineering & Testing, Inc.; amount not to exceed lump sum fixed fee of \$10,925.00, to be paid with Measure R Funds.</p>	<p>(Ratification of WAL #001 for Geotechnical Engineering Services at the Proposed New Middle School Academy Site with Koury Engineering & Testing, Inc.)</p>
<p>C.8 Ratified Work Authorization Letter (WAL) #002 for Hazardous Materials Survey & Testing Services at the Proposed New Middle School Academy Site per Master Agreement #13-135 with Cardno ATC; amount not to exceed lump sum fixed fee of \$3,700.00, to be paid with Measure R Funds.</p>	<p>(Ratification of WAL #002 for Hazardous Materials Survey & Testing Services for the Proposed New Middle School Academy Site with Cardno ATC)</p>
<p>C.9 Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, January 24, 2014.</p>	<p>(Report on 2006 Bond Construction Budget)</p>
<p>C.10 Accepted District’s Enrollment Reports for November 2013 and December 2013.</p>	<p>(Enrollment Reports)</p>
<p>C.11 Approved request to apply for the Whale Tail Grant for R.J. Frank Intermediate School.</p>	<p>(Permission to Apply for Whale Tail Grant)</p>
<p>C.12 Approved the waiver of fees for the Association of Mexican American Educators (A.M.A.E.).</p>	<p>(Request to Waive Fees for Use of Facilities Permit – A.M.A.E.)</p>
<p>C.13 Approved the establishment, abolishment, reduction or increase in hours for classified positions:</p>	<p>(Established/Abolished/Reduced/Increased Hours of Positions)</p>
<p><u>Established:</u></p>	
<ul style="list-style-type: none"> ▪ An eight hour, 246 Administrative Assistant, position number R02971, to be established in Human Resources office. The position will be established to provide support to the new Director of Certificated Human Resources and Public Information Officer. ▪ A five hour, 203 day Office Assistant II bilingual, position number R02970, to be established at Driffill School. The position will be established due to student enrollment. ▪ An eight hour, 246 day Custodian, position number R02969, to be established at Driffill School. The position will be established due to the new Driffill P2P building. 	

Increase:

- A five hour, 183 day Paraeducator II Bilingual, position number R00616, to be increased to five hours and forty-five minutes at Brekke School. The position will be increased to meet the needs of the students.

FISCAL IMPACT:

Cost for Administrative Assistant-\$34,745.00 General Fund
Cost for Office Assistant II-\$12,096.00 General Fund
Cost for Custodian-\$32,929.00 General Fund
Cost for Paraeducator II-\$1,581.00 Special Ed

C.14 Personnel actions:

(Personnel Actions)

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

Name	Position	Effective Date
<u>New Hire</u>		
Kendra Hammond	Teacher 4/5 SEI/ELM, McKinna	December 16, 2013
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Marsha Cordes	Sierra Linda	January 14, 2014
Guillermo Lasso	Elm	January 21, 2014
Kate Martinez	Elm	January 21, 2014
Charlene Oretta	Soria	January 13, 2014
Marla Pizzia	Elm	January 21, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Alvarez, Victoria	Paraeducator III, Position #R02029 Pupil Services 5.5 hrs./183 days	1/13/2014
Beasley, Kathy	Accountant/Internal Auditor, Position #R01419 Budget & Finance 8.0 hrs./246 days	1/21/2014
Harvey, Zachary	Site Technology Technician, Position #R02950 Fremont 5.0 hrs./192 days	1/16/2014
Neal, Mark	Site Technology Technician, Position #R02946 Frank 5.0 hrs./192 days	1/15/2014
Perez, Yanet	Child Nutrition Worker, Position #R01287 Rose Avenue 5.0 hrs./185 days	1/27/2014
Resendiz, Monica	Child Nutrition Worker, Position #R02160 Harrington 5.0 hrs./185 days	1/27/2014
Sodeman, Kyle	Site Technology Technician, Position #R02947 Haydock 5.0 hrs./192 days	1/15/2014

Exempt

Adams, Jennifer	Campus Assistant	12/2/2013
Anguiano, Xochitl	Campus Assistant	11/12/2013
Carranza, Constance	Campus Assistant	1/14/2014
Coronado, Paulina	Campus Assistant	1/21/2014
Davis, Marie	Campus Assistant	1/14/2014
Ortega, Daisy	Campus Assistant	12/2/2013
Reyes, Lorena	Campus Assistant	12/2/2013
Rojas, Daniel	Campus Assistant	1/13/2014

Limited Term

Alvarez, Katy	Child Nutrition Worker	1/22/2014
Askar, Erin	Office Assistant	1/24/2014
Bertels, Lisa	Office Assistant	1/24/2014
Calzada, Juan	Custodian	1/16/2014
Gonzales, Therese	Child Nutrition Worker	1/17/2014
Hurado-Alamillo, Ana	Child Nutrition Worker	1/22/2014
Rivero, Priscilla	Paraeducator	1/17/2014
Ruiz Hernandez, Jorge	Site Technology Technician	1/17/2014

Increase In Hours

Cano, Martha	Child Nutrition Coordinator, Position #R00266 Rose Avenue 7.0 hrs./189 days	1/14/2014
	Child Nutrition Coordinator, Position #R00266 Rose Avenue 6.5 hrs./189 days	
Flores, Dolores	Office Assistant II, Position #R02404 Soria 8.0 hrs./203 days	1/8/2014
	Office Assistant II, Position #R02404 Soria 5.75 hrs./203 days	

Transfer

Bonilla, Joeline	Child Nutrition Worker, Position #R01589 McKinna 5.0 hrs./185 days	1/13/2014
	Child Nutrition Worker, Position #R02840 McKinna 3.0 hrs./185 days	
Cortez, Alejandra	Facilities Technician (B), Position #R00005 Facilities 8.0 hrs./346 days	1/13/2014
	Office Assistant III (B), Position #R02784 Enrollment Center, 8.0 hrs./246 days	
Diaz, Randy	Custodian, Position #R00023 McKinna 8.0 hrs./246 days	1/27/2014
	Custodian, Position #R00632 Lemonwood 8.0 hrs./246 days	
Wileman, Sandra	Child Nutrition Coordinator, Position #R00375 McKinna 8.0 hrs./189 days	1/21/2014
	Child Nutrition Coordinator, Position #R00715 Elm 6.0 hrs./189 days	

Unpaid Leave of Absence

De Loza, Maria Marisela	Child Nutrition Worker, Position #R02849	1/22/2014-2/26/2014
Iwamoto, Yoshiko	Child Nutrition Worker, Position #R00783	12/20/2013-5/1/2014

Resignation

Torres, Marlene	Outreach Specialist (B), Position #R02141	1/17/2014
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D.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee Del Rio-Barba was absent during the vote; the Board of Trustees approved Agreement #13-173 with BTC Labs – Vertical Five, for project inspection and material testing services for Lemonwood and McAuliffe Schools; amount not to exceed \$17,200.00, to be paid with Deferred Maintenance Funds.

APPROVAL OF AGREEMENT #13-173 BTC LABS – VERTICAL FIVE (Motion #13-95)

D.2 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, Trustee Del Rio-Barba was absent during the vote; the Board of Trustees approved the certificated employees identified in the attached list be reclassified to probationary status, as presented.

CONVERSION OF TEMPORARY CERTIFICATED EMPLOYEES TO PROBATIONARY STATUS (Motion #13-96)

Dr. Cesar Morales:

- Congratulated all of the Temporary Teachers that are in the process of becoming Probationary, stating this was one of his goals when he first started analyzing the district and appreciated the assistance he received from the Board and Human Resources to deliver to our Teachers and the Community.
- Invited everyone in the room and everyone in OPIE Land watching the Board meeting to the First State of the District Address scheduled for Wednesday, February 12, 2014, presentation in English at 5:30 p.m. and presentation in Spanish at 7:00 p.m. at the PACC (Performing Arts Civic Center). This will provide a review of the initial stages of the LCFF/LCAP plan to give the audience an opportunity to give input before developing the LCAP plan.

SUPERINTENDENT’S ANNOUNCEMENTS

The following individual address the Board of Trustees:

- Fernando Hernandez, Temporary Teacher for the Oxnard School District for the past six, thanked the Board for the opportunity to finally become a Teacher in the District.

PUBLIC COMMENT

Mr. Albert Duff Sr.:

- Reported on January 16, 2014 he participated in the State Board meeting in Sacramento where they were the 107th speaker out of 300-400 speakers, the outcome was the vote to support new construction.
- Reported on January 20, 2014 he participated in the march from Plaza Park to the community center in the celebration of Martin Luther King Jr.
- Stated that on January 25, 2014 he attended the Dedication of the Driffill School P2P+ Project and toured the new building.
- He also reported he attended the Education Foundation Gala Fundraiser the evening of January 25, 2014.

TRUSTEES’ ANNOUNCEMENTS

Mr. Denis O’Leary:

- Sent his condolences and blessing to the family and friends of the two year old child that was struck and killed by a car in front of Larsen School in Hueneme this morning.
- Requested again that a Board receive a report on the At Large Election, stating originally it had been scheduled for the 2012 Election.

- Request to discuss reducing our teacher student ratio.
- Reported on January 16, 2014 he also went to Sacramento and he did visit the capitol building and was able to sit in on the budget committee meeting that was discussing the education budget which sounded very favorable to education. He visited with some friends at the State level and ended his day by visiting with his son whom attends Davis University.
- Reported on January 20, 2014 he joined the march celebrating Martin Luther King Jr. but was not able to join the event in the PACC.
- Reported on January 24, 2014 he was on the Radio Champas a Spanish Station in Los Angeles at 3:30 a.m. regarding parent involvement and teaching.
- The Driffill ceremony was great and the teachers were just glowing, everyone was excited to show off the new classrooms.
- On January 27, 2014 he attended the Oxnard City Community Relations Committee's first meeting representing himself and suggested they start to build a better relationship with the Oxnard School District.
- Announced that the Cesar Chavez March was scheduled for Sunday, March 30, 2014 the particulars were still being worked out and he would provide that information once he received it.
- He thanked Dr. Morales and CAUSE that there was finally transportation for the Villa Victoria students.

Mrs. Veronica Robles-Solis:

- Shared a flyer that was in her daughter's backpack informing the parents about meetings being provided regarding the iPad and technical assistance for the community. Mrs. Kawaguchi informed the Board that all the meetings were full to capacity and there was a need to schedule four more session. Parents were contacted and are aware that more meetings were going to be scheduled to assist them.
- On Saturday, January 25, 2014 she attended the Driffill Dedication which was wonderful; she had the opportunity to share the day with parents, teachers and students who were all so excited and looking forward to their new school.
- Reported the past weekend she completed her Masters of Governance Program, which was a two year program provided by CSBA for Board Members which gives you a different prospective of what the Governance Team needs to do to support each other.
- Reported she was meeting with a client whose children were in foster care that attend our district and wanted to make sure that the district was assisting those families and requested a list of the organizations that the district works with to assist the families.

Mr. Ernie Morrison:

- Stated he to enjoyed the trip to Sacramento and was speaker 106, he also shared that one of the State Representatives at the table was Dr. Carl Cone who was the Superintendent at Long Beach School District when Mr. Morrison worked there and assisted in the book "Freedom Writers".
- Reported the Driffill Dedication was heartwarming as he was student at Driffill School, he also spoke with the students, parents and staff.
- Reported he also attended the Education Foundation Gala Fund Raiser at the Tower club which was sold out. He reported that Dr. Morales and he donated their time to teachers for the silence auction and that Trustee O'Leary donated one of his oil paintings for the auction.

There being no further business, on motion by Trustee O'Leary, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 8:05 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
February 5, 2014; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
February 19, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:02 p.m. on Wednesday, February 19, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernie “Mo” Morrison, and Trustees Al Duff Sr., Ana Del Rio-Barba, Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Daisy Flores, 5th grader Sierra Linda Elementary School in Mrs. Derr’s class led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Valerie Munoz, 6th grader at Sierra Linda Elementary School in Mr. Covarrubias’ read the District’s Vision & Mission Statements.

DISTRICT’S VISION & MISSION STATEMENTS

Ms. Sally Wennes provided a report on what is being accomplished at Sierra Linda School. She informed the Board that one of the main goals was to improve student reading skills, school wide with the accelerated reading program and that it has been very successful due to the buy in of all students, teachers and staff. Ms. Wennes invited the Board of Trustees and administration to visit their school anytime and requested they contact her if they would like to participate in the “Read Across America” events on March 3, 2014.

SIERRA LINDA SCHOOL PRESENTATION

- A.5 Changes to the outline of the agenda were noted:
- Section A – Preliminary – Tabled A.6 Facilities Implementation Program Update

ADOPTION OF THE AGENDA

On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION February 19, 2014:

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

The following individual addressed the Board of Trustees, the Board allowed the individual to speak during this session instead of the 7:00 p.m. session:

PUBLIC COMMENT
CLOSED SESSION

- Brent Edwards with Kids Dental Care informed that Board they opened an office across the street at 5 Points and would like to form a collaborative with the District to provide dental care for children in the community.

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

- ANTICIPATED LITIGATION(S): 2 case
- EXISTING LITIGATION – 1 case: Parent On Behalf of Student v. Oxnard School District, OAH Case No. 2013090950

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

- PUBLIC EMPLOYEE EVALUATION(S)
 - Administrators – Principal(s)

Trustees convened to closed session at 5:30 p.m. until approximately 7:05 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board would be returning to closed session after the regular meeting to complete the items on the closed session agenda. REPORT ON
CLOSED SESSION

A.11 On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees adopted and read into record Resolution #13-16 School Administrator Week – March 2-8, 2014 and directed the District Superintendent to distribute said resolution to all administrators. APPROVAL OF
RESOLUTION #13-
16 SCHOOL
ADMINISTRATOR
WEEK – MARCH 2-
8, 2014
(Motion #13-97)

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

There were no requests to address the Board of Trustees at this meeting. PUBLIC COMMENT

The following items on the consent agenda were approved on motion of Trustee O’Leary seconded by Trustee Del Rio-Barba, and carried on a roll call vote of 5-0, as presented. CONSENT AGENDA
(Motion #13-98)

C.1 Approved/ratified of the following agreements: (Agreements)

- #13-176 with California State University, Channel Islands, to provide STEM enrichment programs during the instructional day at Frank, Haydock and Fremont Middle Schools for the 2013-2016 school years as stated in the Magnet Schools Assistance Program (MSAP) Grant; amount not to exceed \$346,446.03 total for three year period, to be paid with MSAP Grant.

C.2 Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, February 7, 2014. (Report on 2006 Bond
Construction Budget)

C.3 Approved the Purchase Order/Draft Payment Report #13-06, as submitted. (Purchase order/Draft
Payment Report #13-
06)

C.4 Approved the Expenditure Transfer Report #13-06, as submitted

(Expenditure Transfer Report #13-06)

C.5 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- An eight hour, 246 day Administrative Assistant Bilingual, position number R02983, to be established in the Educational Services department. The position will be established to provide support to the new Director of Curriculum, Instruction and Accountability.
- A five hour and forty five minute, 183 day Paraeducator II, position number R02984, to be established in the Pupil Services department. The position will be established to assist in the RSP classroom.
- A five and a half hour, 183 day Paraeducator III, position number R02982, to be established in the Pupil Services department. The position will be established to cover needs of fully included student with Autism.

Abolished:

- A five hour, 183 day Paraeducator II, position number R02232, to be established in the Pupil Services department. The position will be abolished due to lack of work.
- An eight hour, 246 day Migrant Education Specialist, position number R00862, to be abolished in the English Learner Services department. The position will be abolished due to the lack of funds.

FISCAL IMPACT:

Cost for Administrative Assistant-\$35,780.00 40% Special Ed; 40% Title 2; 20% General Fund
 Cost for Paraeducator II-\$10,729.00 Special Ed
 Cost for Paraeducator III-\$10,219.00 Special Ed
 Savings for Paraeducator II-\$9,060.00 Special Ed
 Savings for Migrant Ed. Specialist-\$43,165.00 Migrant

C.14 Personnel actions:

(Personnel Actions)

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

CERTIFICATED

Name	Position	Effective Date
<u>New Hire</u>		
Bryce Graham	Substitute Teacher	2013-2014 School Year
Harold Hutton	Substitute Teacher	2013-2014 School Year
<u>Retirement</u>		
Pamela S. Morrison	Principal, Fremont Intermediate	July 1, 2014
<u>Resignation</u>		
Tammy Rivera Tubbs	Special Education Teacher, Chavez	December 20, 2013

Interim/Acting

Peter Chapa	Principal, Soria	April 10, 2014
Wayne Saddler	Principal, Fremont Intermediate	March 11, 2014
Julia Villalpando	Assistant Principal, Frank Intermediate	April 3, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Alvarez Vega, Alma	Preschool Assistant (B), Position #R02942 Curren 3.0 hrs./183 days	2/3/2014
Born, Cecilia	Preschool Assistant (B), Position #R02660 Driffill 3.0 hrs./183 days	2/5/2014
Burciaga, Arturo	Custodian, Position #R01884 Fremont 8.0 hrs./246 days	2/5/2014
Contreras, Veronica Erlinda	Child Nutrition Worker, Position #R02159 Harrington 5.0 hrs./185 days	2/18/2014
Holland, Laurie	Child Nutrition Worker, Position #R02840 McKinna 3.0 hrs./185 days	2/18/2014
Oseguera, Christina	Paraeducator II, Position #R02905 Pupil Services 5.75 hrs./183 days	2/10/2014
Romero, Samantha	Child Nutrition Worker, Position #R02968 Harrington 3.0 hrs./185 days	2/18/2014
Shattles, Melissa	Health Care Technician, Position #R02944 Pupil Services 7.0 hrs./183 days	2/5/2014
Valerio, Marisa	Child Nutrition Worker, Position #R02176 Ritchen 3.0 hrs./185 days	2/18/2014
<u>Exempt</u>		
Flores, Samantha	Campus Assistant	1/21/2014
Lopez, Alex	Campus Assistant	1/29/2014
Marron, Cesar	Campus Assistant	1/16/2014
Parra, Flor	Campus Assistant	1/28/2014
Rodriguez, Joanna	Campus Assistant	1/28/2014
Vizents, Jessica	AVID Tutor	1/13/2014
<u>Limited Term</u>		
Bernal, Ramses	Custodian	2/6/2014`
Gutierrez, Carmen	Paraeducator	2/3/2014
Sandoval, Elysa	Paraeducator	1/17/2014

Promotion

Segura, Joleen Adaptive Technology Specialist, Position #R02881 2/18/2014
Pupil Services 5.5 hrs./183 days
Paraeducator III, Position #R02142
Pupil Services 5.5 hrs./183 days

Transfer

Lara, Maria Outreach Specialist (B), Position #R02141 2/18/2014
Curren 8.0 hrs./180 days
Outreach Specialist (B), Position #R02563
Lemonwood 6.0 hrs./180 days
Gutierrez, Mary Emily Child Nutrition Worker, Position #R01267 2/3/2014
McAuliffe 5.5 hrs./185 days
Child Nutrition Worker, Position R02789

Return from Unpaid Leave of Absence

Bravo, Ramona Child Nutrition Worker, Position #R01583 1/16/2014
Fremont 4.5 hrs./185 days

D.1 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll vote of 4-0-1: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Recluse, Robles-Solis - Aye, and Morrison - Aye, the Board of Trustees approved reimbursement to Rio School District, as stipulated by Education Code Section 44987.3. REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT (Motion #13-99)

D.2 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff -Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison - Aye, the Board of Trustees voted on the four representatives listed on the ballot: Gregory J. Barker (Moorpark USD), Darlene A. Bruno (Hueneme ESD), Rob Collins (Simi Valley USD), and Ana Del Rio-Barba (Oxnard ESD) and instructed the District Superintendent to mail in the ballot before March 17, 2014. 2014 CSBA DELEGATE ASSEMBLY ELECTION (Motion #13-100)

D.3 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison – Aye; the Board of Trustees approved Change Order #1 to FC-P14-01488 Durbiano Fire Protection; in the amount of \$1,180.00 for additional work to the ESC Fire Sprinkler upgrade, to be paid with Developer Fees. APPROVAL OF CHANGE ORDER #1 TO FC-P14-01488 DURBIANO FIRE PROTECTION (Motion #13-101)

D.4 Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison – Aye; the Board of Trustees approved Change Order #4 to Bid #11-02, Driffill Elementary School P2P Project with Soltek Pacific Construction, detailed scope of work attached; Change Order amount of \$101,991.00, to be paid with Measure M Funds; the original contract of \$17,061,000.00, resulting in a net change of 2.09%. APPROVAL OF CHANGE ORDER #4 TO BID #11-02 SOLTEK PACIFIC CONSTRUCTION (Motion #13-102)

D.5 On motion by Trustee Del Rio-Barba , seconded by Trustee O’Leary and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison – Aye; the Board of Trustees ratified Agreement #13-177 with KENCO Construction Services, to provide the required Division of the State Architect (DSA) Inspector of Record services to complete the last phase of the Driffill School P2P project including the storm drainage system; amount not to exceed \$4,250.00, to be paid with Measure M Funds. RATIFICATION OF AGREEMENT #13-177 WITH KENCO CONSTRUCTION SERVICES (Motion #13-103)

D.6 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services informed the Board that it is required by the State Department of Education that a Letter of Support be filed when moving State Preschool Programs.

LETTER OF
SUPPORT: STATE
PRESCHOOL – NEW
FACILITIES SITE
FOR CHAVEZ,
CURREN, DRIFILL,
ELM AND ROSE
AVENUE SCHOOLS
(Motion #13-104)

On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison – Aye; the Board of Trustees approved Letter of Support to move State Preschool Programs at the following schools: Chavez, Curren, Driffill, Elm and Rose Avenue to new facilities on same site or other school sites per District Reconfiguration Plan.

D.7 Mrs. Catherine Kawaguchi, Assistant Superintendent of Educational Services, Mrs. Ronit Driver, Director of Curriculum, Instruction and Accountability, and Ms. Marikaye Phipps, Director of Pupil Services provided an extensive report on the Single Plans for Student Achievement (SPSA) for all 20 elementary and intermediate schools. Following the report Mrs. Kawaguchi recommended the Board of Trustees approve 19 of the SPSAs excluding Marshall Elementary SPSA which would be brought back to the Board at a future board meeting

APPROVAL OF
SINGLE PLAN FOR
ACHIEVEMENT: 20
SCHOOL SITES

(Motion #13-105)

The Board of Trustees and administration discussed data analysis, program improvement, the Local Education Agency Plan (LEA), the Local Control Accountability Plan (LCAP) and the Local Control Funding Formula (LCFF), and how all plans would align with school and district goals. There was also discussion on collaborating with the Oxnard Union High School District on tracking students throughout high school to make sure the students were not dropping out.

On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll vote of 5-0: Del Rio-Barba - Aye, Duff - Aye, O’Leary - Aye, Robles-Solis - Aye, and Morrison Aye; the Board of Trustees approved to amend the recommendation to approve 19 Single Plans for Student Achievement for Elementary and Intermediate Schools excluding Marshall Elementary School.

E.1 Dr. Morales introduced Mr. Lucas Zucker from Central Coast Alliance United for a Sustainable Economy (CAUSE) who would be providing a report on the community meeting findings regarding the Local Control Funding Formula (LCFF). Mr. Zucker thanked the Board of the opportunity to present and provided a brief but complete report on the findings from the two community forums that were held in November 2013 in relationship to LCFF. He informed the Board that the goal is to bring together the diverse voices of students, parents and educators in dialogue to brainstorm ideas for improvement and understand the priorities of our school communities in developing the Local Control Accountability Plan.

PRESENTATION
FROM CAUSE
COMMUNITY
MEETING FINDINGS
REGARDING THE
LCFF

Following discussion which included suggestions that CAUSE present outside of districts in Ventura County to get the word out to those individuals that may not receive information to better serve those communities; and the assistance of CAUSE to reach a diverse community to participate in the planning and engaging with all stakeholders. The Board thanked Mr. Zucker for the presentation and informed him that the district would be contacting him for assistance.

Dr. Cesar Morales:

- Reported that the first State of the District Address was a great success and thanked all who attended and provided feedback.
- Reported the next steps were to meet with Principals, Administrators, Teachers and Classified Employees to share information on the LLFF and LCAP. The District will be setting up community meetings for parents, community members and all stakeholders to share the information, provide feedback and begin developing the plan.
- Reported he attended the VCSBA meeting and thanked Ventura County Office of Education for the great job they did in providing information and supporting each district.
- Acknowledged Lisa Cline, Assistant Superintendent, Business & Fiscal Services and being recognized as Chief Business Officer of the Year by ACSA, Region 13. He thanked Lisa for her leadership which has been very valuable to him this past year.

SUPERINTENDENT'S
ANNOUNCEMENTS

Mrs. Ana Del Rio-Barba:

- Congratulated Ms. Lisa Cline on being recognized by ACSA.
- Apologized for leaving the February 5th board meeting early due to illness but commended the Board and staff for approving temporary employees to probationary status.
- Reported she attended the VCSBA dinner and commended the Ventura County Office of Education for doing a wonderful job in providing information on Local Control Funding Formula, expressed gratitude for receiving the funding which will be extremely helpful to provide the best education to our students.
- Commended Superintendent Morales for the State of the District Address, thanked everyone for attending and stated that this event showed where the district has been and in what direction the district is going.
- Reported she attended the African Children's Choir assembly at Soria School and stated the children were absolutely wonderful, she thanked Mrs. Fox.
- Stated she was sorry that there was no study session today, she had several questions.

TRUSTEES'
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Congratulated Lisa Cline in her recognition and that it is well deserved.
- Commended the Superintendent in the State of the District Address, he did an excellent job in explaining the LCAP, LCFF and where the Oxnard School District is headed to provide the best education for the students of the community.
- Reported he also attended the VCSBA and appreciated the information that was provided to assist in preparing the district.
- Stated the African American Speech Expo is scheduled for Saturday, February 22, 2014 at 1:00 p.m. at Marshall Elementary School.
- Reported he also participated in a paper airplane contest at Soria School that mentored about 25 young boys.

Mr. Denis O'Leary:

- Congratulated Ms. Lisa Cline on the ACSA recognition, well deserved and no surprise.
- Reported that a few years ago the Board adopted a Living Wage Policy which was to be reviewed annually, he would like that brought to the Board for review.
- Reported he is interested in Labor Agreements presentation on projects current and in the future.

- Requested the district consider partnering with the Mexican Consulate in regards to their “Plazas Comunitarias”.
- Requested that discussion be brought up on redistricting for election.
- Reported on February 10, 2014 he visited McAuliffe and Soria School.
- Thanked the District Superintendent for the State of the District Address.
- Announced that on March 30, 2014 there will be a Cesar Chavez celebration starting with a march beginning at Parque del Sol to the Plaza Movie Theater where a movie about Cesar Chavez could be seen on three screens; still in the planning stage but there may be a fundraiser and members of Mr. Chavez’ family may be attendance.

Mrs. Veronica Robles-Solis:

- Congratulated Lisa Cline.
- Also attended the VCSBA meeting which is important to attend as a Board Member the presentation was very good.
- Asked if the State of the District Address was available? Dr. Morales informed the Board it was in the editing room but as soon as it was available it would be placed on the district website as well as CD copies available.

Mr. Ernie Morrison:

- Congratulated Lisa Cline on the ACSA Region 13 award.
- Congratulated the Superintendent on the State of the District Address.
- Reported he visited a couple of schools and everyone is hard at work, impressed with the presentation of the schools – very professional, focus is teachers engaging students and each other.

Trustees returned to closed session at 8:59 p.m. until approximately 9:47 p.m. to discuss items on the closed session agenda. RETURNED TO CLOSED SESSION

President Morrison reported no action was taken during closed session. REPORT ON CLOSED SESSION

There being no further business, on motion by Trustee Duff seconded by Trustee Del Rio-Barba, President Morrison adjourned the meeting at 9:50 p.m. ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
February 19, 2014; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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

TITLE: Adoption and Presentation of Resolution #14-14 "2014 School Psychology Awareness Week" November 10-14, 2014 (Kawaguchi/Phipps)

DESCRIPTION:

The National Association of School Psychologists, (NASP) has recognized November 10-14, 2014 as School Psychology Awareness Week, "Strive. Grow. Thrive!"

The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #14-14, in recognition of 2014 School Psychology Awareness Week.

ADDITIONAL MATERIAL(S):

Attached: Resolution (1 page)



RESOLUTION NO. 14-14

OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES

School Psychology Awareness Week *November 10-14, 2014* *"Strive. Grow. Thrive!!"*

WHEREAS, children have a natural propensity to learn and have the right to learn; and

WHEREAS, it is imperative that society emphasize the needs of children and youth and invest in education as a top priority; and

WHEREAS, to enhance the total environment in which children live and grow, schools must apply sound psychological principles to instruction and learning, cultivate children's intellectual, social and emotional development, meet the educational needs of our culturally diverse student population, and promote early intervention to ensure students' scholastic success; and

WHEREAS, school psychologists help parents and educators foster healthy child development and are the school-based experts in children's learning and psychological development; and

WHEREAS, school psychologists are leaders in assessing and recommending interventions for at risk students while promoting the endless possibilities for academic and personal success in the lives of the students they serve; and

WHEREAS, school psychologists facilitate collaboration to help parents and educators identify and reduce factors, promote protective factors, create safe and caring schools, access community resources to help students feel connected, supported, and ready to achieve their individual goals; and

WHEREAS, it is appropriate that we all take the time to recognize the important and vital role that school psychologists play in the personal and academic development of our state's children; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District proclaims the week of November 10-14, 2014, as *School Psychology Awareness Week*, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding psychologists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 12th day of November 2014.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Cesar Chavez School

301 North Marquita Street, Oxnard CA 93030

(805) 385-1524 Fax: (805) 483-4799



To: Dr. Cesar Morales, Superintendent
From: Brasilia Perez, Principal
Date: October 1, 2014
RE: Trustee Denis O'Leary's Art Donation

I am pleased to inform the Board of Trustees that Cesar Chavez School received a donation art piece of the leader Cesar Chavez from Denis O'Leary.

We would like to thank Mr. Denis O'Leary, Oxnard School District Trustee Board Member for his time and sharing his talent with our community at Cesar Chavez School.

The art piece is currently displayed in the front office of Cesar Chavez School.

I am requesting that the Board of Trustees be made aware of this donation.

Thank you for assistance with this matter.



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Cesar Chavez School

301 North Marquita Street, Oxnard CA 93030

(805) 385-1524 Fax: (805) 483-4799



To: Dr. Cesar Morales, Superintendent

From: Brasilia Perez, Principal

Date: October 22, 2014

RE: Katy Korsmeyer's Piano Donation

I am pleased to inform the Board of Trustees that Cesar Chavez School received a piano donated by Katy Korsmeyer.

We would like to thank Katy Korsmeyer, Community Member for her generous donation of this family heirloom of 35 years to the students of Cesar Chavez School.

The piano is currently in one of our classrooms ready to be played and its music enjoyed by our children.

I am requesting that the Board of Trustees be made aware of this donation.

Thank you for assistance with this matter.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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 #14-142 – Ricoh USA Inc. (Cline/Franz)

Currently the District uses a Konica Minolta MS600 printer/reader and a Konica Minolta DR1600 micro camera in the Archives Department to convert paper documents to microfilm for permanent storage. This equipment is old and outdated and it has become difficult and expensive to find parts when repairs are needed.

Ricoh USA Inc. has submitted a proposal for an Electronic Document Management System that would enable the District to scan records instead of microfilming them. The system includes one (1) large scanner to be used by the Records Clerk in Archives as well as three (3) smaller scanners to be utilized by Business Services, Pupil Services and Human Resources to scan Student/Employee records as required. Software to run the scanners, process the scanned images and deliver the documents to the Document Management System is also included. The software allows for up to 15 concurrent users at any one time.

The process to move away from microfilm and to an electronic document management system will be a phased approach starting with the three departments previously mentioned that would transition current files to the electronic system. Future phases will include other departments being trained as we move forward until all departments are active on the system. We anticipate this to take 2-3 years. Concurrently, we will work with the document management system to get the existing large backlog of files entered electronically, as well as work on converting our old microfiche and microfilm records so that all documents will be available in the new system.

The cost for services includes Project Management, Design, Installation, Configuration, Testing All Components, Training, User Acceptance Testing and the equipment listed above.

FISCAL IMPACT

One time cost of up to \$75,000 for the scanning equipment, software design and training. One time cost of up to \$150.00 (est.) per box to convert backlog of files. Ongoing annual costs of \$10,425 (after year 1) for software, equipment and technology support. All costs are to be paid from the Unrestricted General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve Agreement #14-142 with Ricoh USA Inc. as outlined above.

ADDITIONAL MATERIAL

Attached: Order Agreement #14-142, Ricoh USA Inc. (7 Pages)
Proposal (6 Pages)



OSD AGREEMENT #14-142

ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	CASH
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BILL TO INFORMATION			
Customer Legal Name: OXNARD SCHOOL DISTRICT			
Address Line 1:	1051 S A ST	Contact:	Franz,Lisa
Address Line 2:		Phone:	(805) 385-1501
City:	OXNARD	E-mail:	lfranz@oxnardsd.org
ST / Zip:	CA/93030-7442	County:	VENTURA
		Fax:	(805) 240-7582

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input checked="" type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SHIP TO INFORMATION			
Customer Name: OXNARD SCHOOL DISTRICT			
Address Line 1:	1051 S A ST	Contact:	Franz,Lisa
Address Line 2:		Phone:	(805) 385-1501
City:	OXNARD	E-mail:	lfranz@oxnardsd.org
ST / Zip:	CA/93030-7442	County:	VENTURA
		Fax:	(805) 240-7582

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
[OOD]APPLICATIONXTENDER CORE PACKAGE - 5 CONCURRENT USERS	3	\$6,000.00	\$18,000.00
FUJITSU FI-6770 SHTFDSCAN 90PPM W/ PAPERSTREAM	1	\$7,122.46	\$7,122.46
FUJITSU FI-7160 COL DUPLX SHTFDSCAN 60PPM USB	3	\$956.00	\$2,868.00
[OOD]NSI AS WRKFLW QIK CAP PRO SCNER 1 WRKST MNT	4	\$290.00	\$1,160.00
[OOD]NSI AS WRKFLW QIK CAP PRO SCNER 1 WRKSTN	4	\$1,450.00	\$5,800.00
[OOD]APPLICATIONXTENDER CONNECTOR 5 CONCURRENT USERS	2	\$2,227.16	\$4,454.32
[OOD]APPLICATIONXTENDER OCR SERVER	1	\$1,600.00	\$1,600.00
[OOD]APPLICATIONXTENDER MAINTENANCE AND SUPPORT	1	\$7,000.00	\$7,000.00
[SOW]PS/DOC SVC/NAT SOL PMO SERVICE	15	\$185.00	\$2,775.00
[SOW]PS INSTALLATION EMC	40	\$182.00	\$7,280.00



RICOH

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION			
BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
[SOW]PS INSTALLATION NSI AUTOSTORE	32	\$185.00	\$5,920.00
[OOD]FUJITSU FI-6770 1ST YR SCNCR NBD IN WR	1	\$1,331.84	\$1,331.84
[OOD]APPLICATIONXTENDER XPLORE FULL TXT 5 CNCRNT USER PKG	2	\$1,336.30	\$2,672.60
[OOD]APPLICATIONXTENDER XPLORE FULL TEXT SERVER	1	\$3,563.46	\$3,563.46
[OOD]FUJITSU 7160 3YR ADV EXCHG NBD	3	\$177.28	\$531.84

ORDER TOTALS		
Service Type Offerings:	Product Total:	\$0.00
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	\$72,079.52
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$72,079.52
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: Lisa A. Franz	Printed Name: _____
Title: Director, Purchasing	Title: _____
Date: _____	Date: _____





U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION				
Legal Name	OXNARD SCHOOL DISTRICT			
Bill To Address	1051 S A ST			
City	OXNARD	State	CA	Zip Code 93030-7442

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: Lisa A. Franz
Title: Director, Purchasing
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

Proposal for

Oxnard School District

September 19, 2014

Proposed Electronic Document Management System

Scanners Included

1 – Fujitsu fi-6770

3 - Fujitsu fi-7160

Software Included

NSI QuickCapture Pro Workflow Licenses, 2 scan station licenses

- Simple to use Capture software to run the scanner, process the scanned images, and delivery the documents to the Document Management System
 - Simple OCR Indexing
 - Bar Code Indexing, and document separation

EMC ApplicationXtender Electronic Document Management System

- Core Package Includes 15 concurrent users, rule of thumb with concurrent licensing is a 4:1 ratio
- Scalable solution, simple to add more user licenses as the system grows
- ApplicationXender includes:
 - AppXtender Connector 10 cc User Licenses – lite integration with Customer applications, such as Escape, Q, & many others
 - AppXtender Xplore Full Text Server, 10 cc Full Text Users
 - AppXtender Thick Client & Web Client included
 - MS Office
 - View all document types in-place
 - Import, save, print documents
 - Check-in/Check-out, versioning, annotation, etc.
 - AppXtender SDK, CDK, and Web Services

Professional Services

Project Management, Design, Installation, Configuration, Testing all components, Training, User Acceptance Testing

Purchase Price

\$72,079.52

Ongoing Support Costs

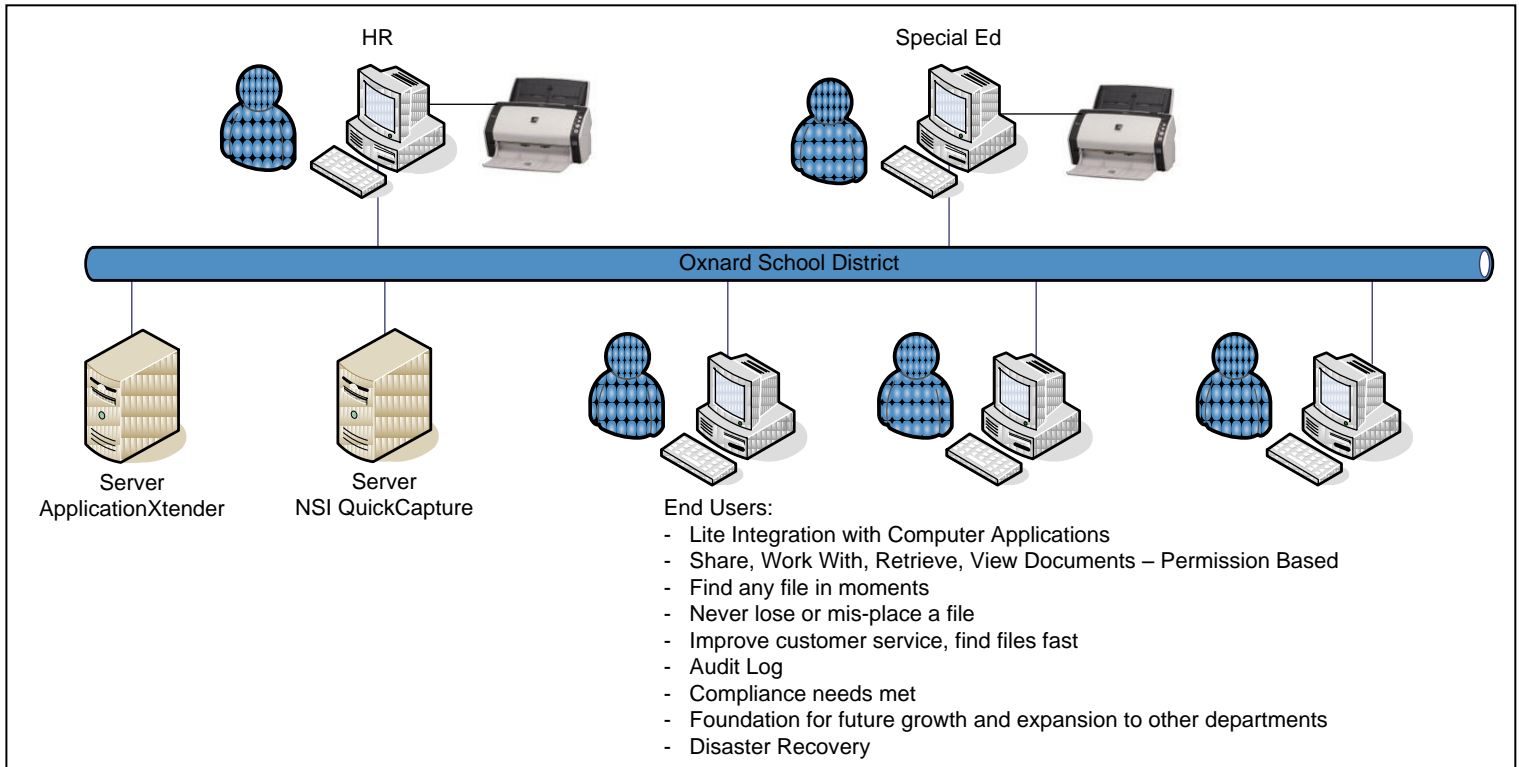
Fujitsu fi-7160, 3 Year Advanced Exchange included in this proposal

Fujitsu fi-6770, Annual ScanCare Support Next Business Day Years 2 on \$1,695.00

NSI AutoCapture, Annual Support Years 2 on \$ 1,428.00

ApplicationXtender, Annual Support Years 2 on \$ 7,300.00

Proposed Workflow Diagram



System Requirements - ApplicationXtender

ApplicationXtender - Servers

Windows Server 2012
 Windows Server 2012 R2
 Windows Server 2008 R2 SP1
 Windows Server 2008 SP2 x86
 Windows Server 2008 SP2 x64

ApplicationXtender Clients

Windows 8.1
 Windows 8
 Windows 7 SP1 x86
 Windows 7 SP1 x64
 Windows Vista SP2 x86*
 Windows Vista SP2 x64*
 Windows XP Professional SP3 x86*
 Windows XP Professional SP2 x64*
 Mac OS X 10.6x

*Microsoft has ended the support for these operating systems.

Database

SQL 2014, 2012, 2008
 SQL Express 2014, 2012, 2008
 Oracle 12c, 11g (11.2)
 MySQL 5.6

System Requirements – ApplicationXtender Continued

Processor

Recommended - 3.1 GHz or higher
 Dual or quad processors recommended for high-volume Deployments
 Available hard disk space 2 GB
 Speed Fast SCSI hard drives with access times less than 0.5 ms are recommended for best performance.

Memory

Recommended - 8 GB of RAM

XPlore Full Text Engine

Processor 2 or more
 Available hard disk space 3.2 GB to install, 3 GB to run
 Memory 4 GB + 8 GB SWAP or 8 GB + 4 GB SWAP

Browser Support

Chrome 35.0 for Windows, Chrome 35.0 for Mac 10.6
 Firefox 30.0 for Windows, Firefox 30.0 for Mac 10.6
 Internet Explorer 8.0, 9.0, 10.0, 11.0 for Windows*
 Safari 5.1.7 for Windows, Safari 6.1.3 for Mac 10.6

ApplicationXtender Web Thin Client runs on all supported browsers. ApplicationXtender Web Interactive Client runs on the Windows Internet Explorer.

System Requirements Continued

NSI QuickCapture Pro Workflow

Operating System:

Windows 8

Windows Server 2012

Windows 7 (32\64 bit) SP1

Windows 2008 R2 SP1

Windows 2008 (32\64 bit) — with the latest service pack

Specific operating system variants (i.e. Professional, Standard, Enterprise...) are supported except Small Business Server

Fujitsu Scanners

Windows® 8 (32-bit/64-bit)

Windows® 7 (32-bit/64-bit)

Windows Vista® (32-bit/64-bit)

Windows XP® (32-bit/64-bit)

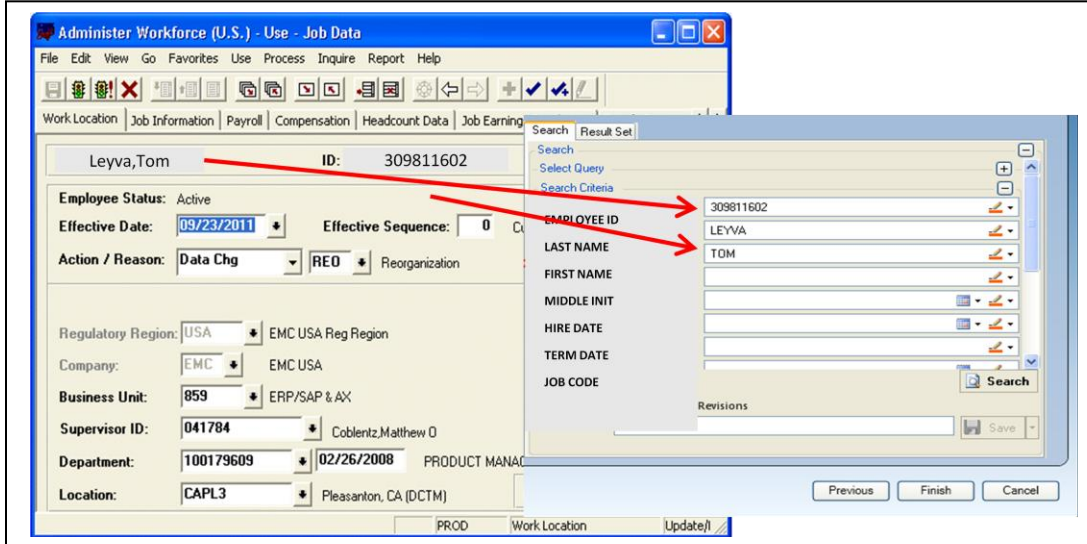
Windows Server® 2008 (32-bit/64-bit)

Windows Server® 2012 (64-bit)

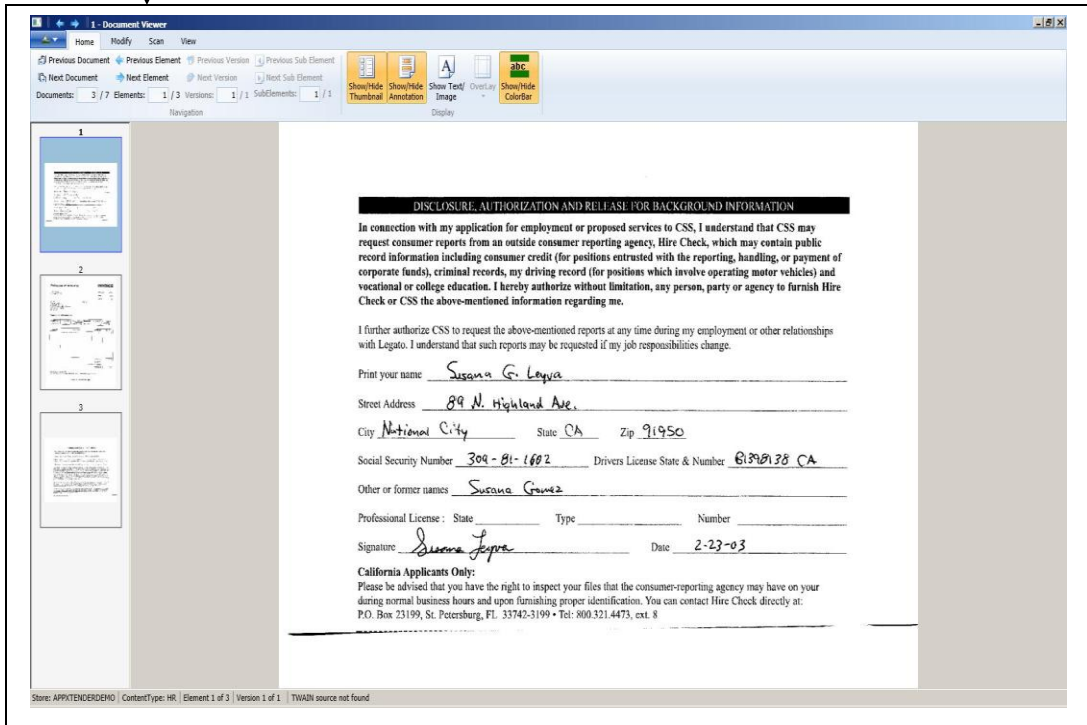
Appendix

AppXtender Connector

Sample Line of Business Application – this could be Escape, Q,



Simple query in your School District Applications (Escape, Q, ...)



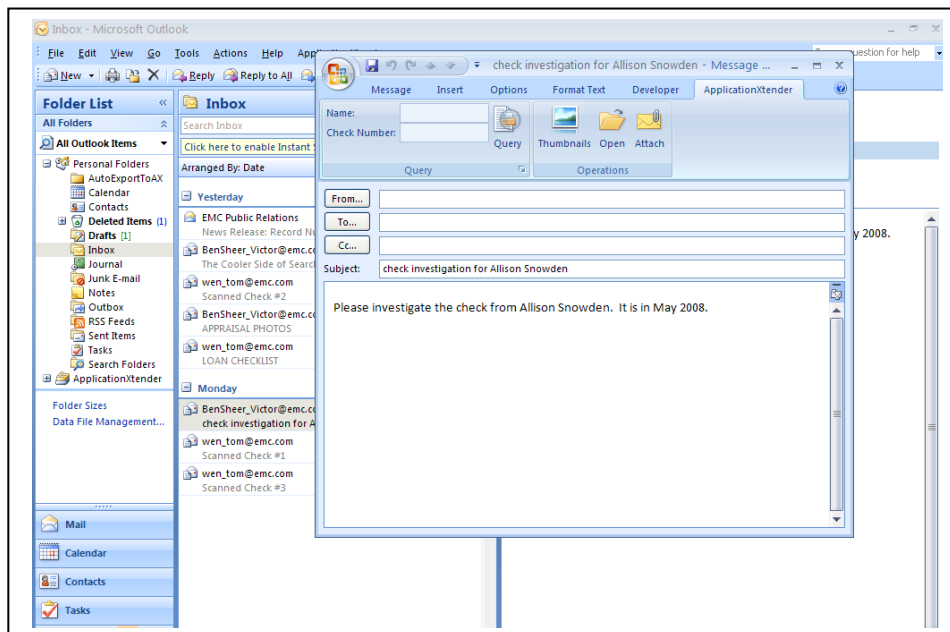
XPlore Full Text

The key features of EMC ApplicationXtender xPlore Full Text Search engine are the following:

- Powerful search functionality
- High performance and scalability
- Improved supportability and ease of use
- Combine keyword and full text searches for a powerful solution that quickly returns precise, search results
- Perform advanced search functions without complex search syntax, including thesaurus, stemming, proximity and wildcard searches
- Search more than 200 file formats out of the box
- Provide role-based user access to ensure appropriate access to information

MSOffice

We provide direct access to a number of user interfaces including direct integration with Microsoft Office so you can access AppXtender, or store your MS Word documents directly in AppXtender.



Prepared by:

Tim Whitmore, Business Process Consultant

(805) 791-1256

RICOH USA, INC.

BOARD AGENDA ITEM

NAME OF CONTRIBUTOR: Dr. Catherine Kawaguchi

DATE OF MEETING: 11/12/14

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 #14-143 – Mariana Peirano Royuela (Kawaguchi/Perez)

Ms. Mariana Peirano Royuela will be connecting the study and implementation of Art with Common Core State Standards, Technology Based Learning, Project Based Learning and Cultural Awareness and Diversity. Her focus at Chavez School will be on grades 6 & 7. Her second goal will be to provide professional development for all classroom teachers on how to use Art for the kinesthetic learner and to bring in critical thinking, analytical questioning and wonder to students in grades K-8.

FISCAL IMPACT:

\$7,840.00 – LCFF Funds

RECOMMENDATION:

It is recommended by the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-143 with Mariana Peirano Royuela.

ADDITIONAL MATERIALS:

Attached: Agreement #14-143, Mariana Peirano Royuela (13 Pages)
Proposal (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-143

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12th day of November, 2014 by and between the Oxnard School District (“District”) and Mariana Peirano Royuela (“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 **November 13, 2014** through **June 12, 2015** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Eight Hundred Forty Dollars (\$7,840.00), 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: Mariana Peirano Royuela
1078 Main Street
Ventura, CA 93001
Phone: (805) 758.8247
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.** **BRASILIA PEREZ** 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:

Mariana Peirano Royuela:

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 #14-143

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-143

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 #14-143

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-143

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 \$7,840.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-143

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-143

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 #14-143

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 #14-143

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-143

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, **MARIANA PEIRANO ROYUELA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

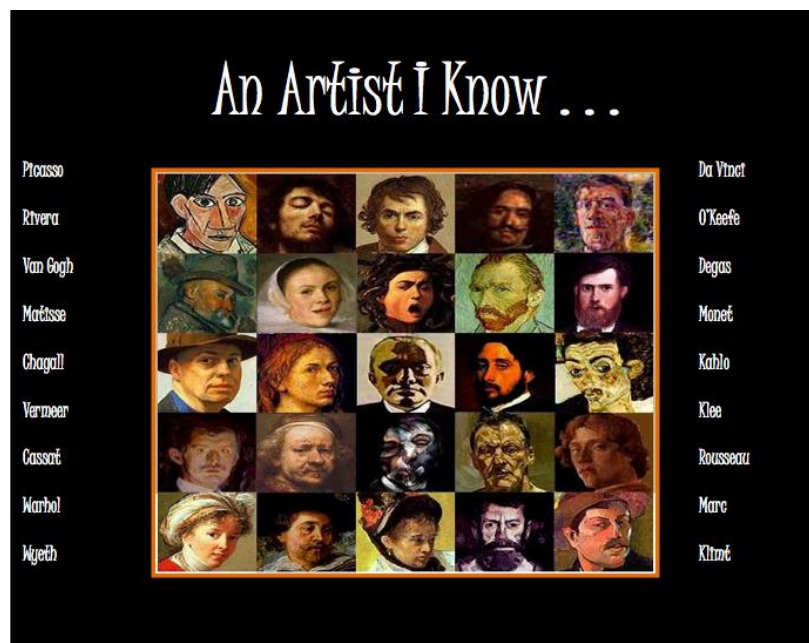
MARIANA PEIRANO ROYUELA

Project Proposal

Prepared for: Chavez Elementary

Prepared by: Mariana Peirano Royuela

August 20, 2014



AN ARTIST I KNOW . . .

Objective

An Artist I Know . . . is an art appreciation program for elementary students intended to acquaint students with the world of art. This program seeks to cultivate awareness and interest, as well as to understand and appreciate art, by exposing children to selected artists and their work. The classroom teacher, with the guidance of the visiting artist, makes presentations on the lives and works of the artists. The visiting artist guides students through a final art project. At the end of the program, an assembly is held to showcase the art and give oral presentations about the artists studied.

Goals

A fine arts education is essential to a child's mental and emotional development and the studies have confirmed that art is fundamental to academic learning because it fosters creativity, teaches critical thinking, develops abstract thinking skills and improves comprehension skills. In addition, art helps children develop social and personal skills. It improves confidence, teaches adaptability and boosts self-esteem.

By fostering a community within the school where authentic Arts Integration is taking place, we can meet and exceed expectations set by Common Core and move into a culture of true inquiry and learning. When studying any piece of art, one must be able to analyze the components that create the whole. Additionally, the ability to synthesize these parts into a whole work is critical to making meaning for each audience member. Common Core Reading and Math Standards have both identified the need for this critical practice, and Arts Integration creates a pathway to providing those opportunities.

Project Outline

An Artist I Know . . . art project at Chavez focuses on grades 6-7 but also includes adapted lessons for the lower grades k-5. The project is presented in 6-week units of study and runs for a maximum of 28 weeks.

The artists are selected with the guidance of the visiting artist and to complement the grade level curriculum as well as address the Common Core and technology standards. The project is designed to be completed in three steps as follows:

Step 1: “Introducing the Artist”

Classroom Teacher Prerequisite Instruction: Instructional teacher will design a lesson to elicit background knowledge from the students. Students will be exposed to a single art piece from the artist in order for them to analyze and critique it. The students will engage in perspective shifts and debate their likes and dislikes of the piece.

The Meet the Artist experience begins with the teacher sharing the artist’s fascinating life, famous works and interesting facts. Interactive questions and multi-media content will keep the students interested as they are introduced to the artist’s biography. Biographical information, art prints, suggested reading lists and sample questions for discussion are provided for the teacher.

Step 2: “Close Up on the Art”

Now that the children have a true connection to the artist, they are introduced to the techniques and styles, which made the art revolutionary. Through guided questions students are encouraged to observe, react, imagine, and express their own feelings. Using reproductions of the artist’s work, students are exposed to the artwork and learn to describe, relate, analyze, interpret and evaluate the works of art. It is in this step that students are able to incorporate the use of their iPads to research and make use of online virtual museums. On online sites, such as Google Cultural Institute, they discover diverse art collections from around the world, explore artworks at incredible detail, view exhibitions, and take virtual tours.

Teachers work with students to reinforce the material previously presented in introducing the Artist and further prepare them for success in the next step. Prints, presentation techniques, useful tips, and sample questions for discussion are provided for the teacher.

Step 3: “In the Style of the artist”

MARIANA PEIRANO ROYUELA

After learning the inspiration and techniques of the artist chosen, the students have an opportunity to become artists as they work in the medium, technique, and style used by the artist they are studying. The visiting artist leads the students on a step-by-step journey through the art project, while the students discover their creativity by developing confidence in their own unique abilities. The students Project Based Learning will be to exhibit their own Art pieces. This will include developing their oral and presentation skills by showcasing their work to different audiences.

BUDGET

The project is set up to run for a maximum of 28 weeks with the visiting artist leading the students through step 3 twice a week for a total of 8 hours per week. The visiting artist will provide resources and links to biographical information, art prints, suggested reading lists and sample questions for discussion. Instructional materials and art supplies are provided by the school.

Description	Unit Price	Cost
Artist fees - 8 hours per week for 28 weeks	\$35/hour	\$ 7,840
Total		\$ 7,840

BOARD AGENDA ITEM

NAME OF CONTRIBUTOR: Lisa Cline

DATE OF MEETING: 11/12/14

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 _____ 2nd Reading _____

Approval of Agreement #14-145 – RT Auctions (Cline/Franz)

RT Auctions offers a service to assist the district in selling surplus education goods in an online auction environment through other surplus goods channels in compliance with CA Education Code Sections 17540, 17545-17546, and 60510-60511 and/or 81450-81460, as appropriate.

FISCAL IMPACT:

None – The District will share the proceeds of any items sold with RT Auctions per the attached agreement.

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Business & Fiscal Services, and the Director, Purchasing, that the Board of Trustees approve Agreement #14-145 with RT Auctions.

ADDITIONAL MATERIALS:

Attached: Agreement #14-145, RT Auctions (1 Page)

AGREEMENT #14-145

This Agreement by and between **Richard Tripaldi (“RTAuctions”)**, having its principal place of business in Thousand Oak, CA 91360 and **Oxnard School District (“Client”)**, located in Oxnard CA 93030. RTAuctions offers a service to assist Client in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with CA Education Code, and Client desires to sell surplus education goods and to engage RTAuctions to assist in such activities. The term of this Agreement shall begin on or after November 13, 2014 and shall continue thereafter for one year with automatic one year renewals. Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Following the first anniversary of the Effective Date, either party may terminate this Agreement for no cause by providing written notice thirty (30) days after the end of all Auction activity commenced by RT Auctions.

1. RTAuctions Responsibilities

Visit the Client location to perform an Inventory. - Identify surplus asset inventory, evaluate asset quality, and determine feasibility of assets for Sale. - Mark items for inventory, create a basic inventory list, take digital photos, and gather detailed product information on each item. - Coordinate, host and manage Auction Service Events consisting of Two (2) on site Pickup Events for each completed Inventory. - Provides documentation to Client to be used for purposes of satisfying the requirement of Public Notice for a surplus auction. - Posts auction listings to eBay or other public bid platform(s) to satisfy public agency regulatory requirements for public auction. - Pays all fees associated with listing assets on eBay and/or sales and marketing costs through other legally viable channels. - Collection of payments due from Buyer(s) plus Sales Tax (if any). - Pickup of item(s) Two (2) Events, scheduled in advance with the Client Representative(s). - Provides a Bill of Sale and Release of Liability form to every Buyer at pickup. – For Unsold Items, will determine feasibility for relisting the item for subsequent auction or other means of Sale in accordance with public agency regulatory requirements. - In the event that the buyer is not satisfied with product received from Client, will attempt to arrange an adequate settlement with the buyer which may include a reasonable refund.

2. Client Responsibilities

Agrees to assign a representative, who will be the primary contact for RTAuctions to work with - Acknowledges that RTAuctions ability to provide the Services outlined in this Agreement, will require Client to perform certain tasks in a reasonable and timely manner, such as but not limited to, moving large Items by pallet jack or forklift for purposes of: inventorying, preparation for pick up and/or loading onto Buyers Truck - Client represents that it has the right to sell any items to be sold in connection with this Agreement. - Client will indemnify and hold harmless Richard Tripaldi (“RTAuctions”), from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from items sold or offered for sale in connection with this Agreement. - Responsible for any fees associated with posting the required Public Notices under the applicable provisions of the public agency regulations governing the sale. – Responsible for the submission of all Sale Tax Payments & Forms due, to required governmental agency, for all related Auction Sales. - All items will remain at the Client location throughout the duration of the Sale.

3. Other

Minimum total Value of Item’s to proceed to an Auction, \$2,500.00. In some instances, Client may be asked to facilitate a Pickup Event without RTAuctions participation, the Client may be entitled to a \$25 Fee for such PickUp Event support. Neither RTAuctions nor the Client shall deliver an item(s) to a Buyer without RTAuctions having first received final payment and pickup confirmations. All Items are sold "As-Is." A “Completed Net Sale” is defined as an item which has been sold, payment has been received from buyer, and item has been removed from Client location by Buyer.

4. Client Proceeds Remittance & Payment Structure

RTAuctions shall pay Client Sixty Five Percent (65%) of Completed Net Sale(s) (plus Sales Tax), within 45 days after receipt of payment from Buyer(s) for all Items in related Auction. RTAuctions shall receive a Commission of Thirty Five (35%).

5. Disclaimer of Warranties

RTACTIONS DISCLAIMS ALL WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RTACTIONS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF RTACTIONS OBLIGATIONS HEREUNDER.

6. Limitation of Liability and Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, NOR USE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT WILL RTACTIONS HAVE ANY LIABILITY ARISING OUT OF OR OTHERWISE WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED.

AGREED AND ACCEPTED:

Client: **OXNARD SCHOOL DISTRICT**

RT AUCTIONS: RICHARD TRIPALDI

Signature: _____

Signature: _____

Print Name: Lisa A. Franz

Print Name: _____

Title: Director, Purchasing

Title: _____

Date: _____

Date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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 #14-152, Lesson One – McKinna School (Kawaguchi/Jenks)

Six teachers will be trained in delivering the Lesson One skills to their students in their own classrooms. Each teacher will receive five direct-service trainings. New staff will receive foundation training. Specific skills will be created for students who require another level of intervention. Consultant will also conduct small group activities with students to help reinforce the skills.

FISCAL IMPACT:

Not to exceed \$5,000.00 – LCFF Funds

RECOMMENDATION:

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-152 with Lesson One in the amount not to exceed \$5,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-152, Lesson One (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-152

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12th day of November, 2014 by and between the Oxnard School District (“District”) and Lesson One (“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 November 13, 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 Five Thousand Dollars (\$5,000.00), 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 in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Anne Jenks
 Phone: (805) 385.1563
 Fax: (805) 487.2231

To Consultant: Lesson One
 436 Marrett Road
 Lexington, MA 02421
 Attention: Jon Oliver
 Phone: (617) 247.2787
 Fax: (617) 247.3462

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.** ANNE JENKS 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:

LESSON ONE:

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 #14-152

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-152

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE 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 #14-152

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-152

COMPENSATION

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

*SEE 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 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 \$5,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
 Project #14-152

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-152

INSURANCE

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-152

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 #14-152

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-152

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Memorandum Of Understanding: McKinna Elementary School

September 11, 2014

To: Anne Jenks

From: Jon Oliver

Re: Lesson One

CONSULTATION WILL INCLUDE THE FOLLOWING:

- Five direct-service lessons to six classrooms focusing on skill of cooperation.
- Foundation training for new staff
- A teacher workshop to individualize work with each classroom.
- Work with individual students and with each teacher to provide intervention with those children.
- Small group work with children to help reinforce the skills.
- Support with culture-change and cultural development by working with administration, office staff, specialists and any other staff member directly involved at McKinna.

Replication Materials Included

- **Lesson One Replication Handouts**
- **Lesson One Posters** for each classroom defining skills
- **Lesson One Toy and Game Kit.** The collection contains unique games and educational toys that make experiencing Lesson One: The ABCs of Life come alive for both children and adults.

Budget: \$5,000/week x 1 week (includes all consultation and materials)

Total = \$5,000

BOARD AGENDA ITEM

NAME OF CONTRIBUTOR: Dr. Catherine Kawaguchi

DATE OF MEETING: 11/12/14

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 #14-144 – Island Packers (Kawaguchi/West)

Students from Frank, Fremont and Haydock Middle Schools have the opportunity to experience an educational program that provides a curriculum structured program related to their classroom studies. The students will focus on activities that revolve around the science standards for their grade level.

FISCAL IMPACT:

None – Cost of this field trip will be covered by a Grant through the Channel Islands Park Foundation.

RECOMMENDATION:

It is recommended by the Project Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-144 with Island Packers.

ADDITIONAL MATERIALS:

Attached: Agreement #14-144, Island Packers (3 Pages)



Account # 222804

Educational Service Agreement

Booking # R1918291

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure: Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001			
Departure Date: Tuesday, November 04, 2014		Vessel: Islander	
Departure Time: 9:00 AM	Check In Time: 8:15 AM	Depart Island: 3:30 PM	Return to Dock: 4:30 PM
Education Destination Santa Cruz Island - Scorpion Cove			
Special Requests			

RESERVED FOR

Please review and correct wrong information prior to signing and returning.

Classes 2

Last Name West	First Name Debbie	School Frank Middle School	Grade 7
Street Address 1051 South A Street		City Oxnard	St. CA Zip Code 93030-
Phone (805) 385-1501 x2329	Cell (805) 890-6450	Fax	Email dwest@oxnardsd.org

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Number of Seats Reserved 65	Cost Per Person (Student/Teacher/Chaperone) \$43.00	
A Deposit of \$600.00	Has Been Waived 09/26/14	Balance Due By: 10/21/14
Final Passenger Count Due: 10/21/2014	Failure to reduce your passenger count will result in paying for unfilled seats.	
Additional charges for : A/R at Check In		
No individual check-in/payments are permitted on the day of your trip		

CANCELLATION POLICY

Reservations of 20 or more must be cancelled 30 days in advance of your departure date to receive a refund of your deposit. Cancellation of your entire reservation must be made 7 or more days in advance to receive a refund of any payments in excess of your deposit. Cancellation of the entire reservation less than 7 days from your departure date will result in the loss of all money paid.

Reductions of passenger counts made less than 7 days to 72 hours prior of your departure time must be 15% or less for any refund. No refund will be given for any cancellation less than 72 hours prior to your trip departure time.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your trip and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return this copy upon receipt.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

DATE

10/14/14

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
 Phone 805-642-1393 Ext 307 Fax 805-642-6573 For education questions E-mail: education@islandpackers.com
 For reservation information or changes E-mail: groupcharters@islandpackers.com

Operator R19

Date 9/26/2014

Sent By

S/A Mailed 10/1/14



Educational Service Agreement

Account # 222804

Booking # R1918292

TRIP INFORMATION

 Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Thursday, November 06, 2014** Vessel: **Islander**

Departure Time: **9:00 AM** Check In Time: **8:30 AM** Depart Island: **3:30 PM** Return to Dock: **4:30 PM**

Education Destination **Santa Cruz Island - Scorpion Cove**

Special Requests

RESERVED FOR

 Please review and correct wrong information prior to signing and returning. Classes 2

Last Name **West** First Name **Debbie** School **Freemont Middle School** Grade **7 & 8th**

Street Address **1051 South A Street** City **Oxnard** St. **CA** Zip Code **93030-**

Phone **(805) 385-1501 x2329** Cell **(805) 890-6450** Fax Email **dwest@oxnardsd.org**

FINANCIAL INFORMATION

 All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Number of Seats Reserved **65** Cost Per Person (Student/Teacher/Chaperone) **\$43.00**

A Deposit of **\$600.00** Has Been Waived **09/26/14** Balance Due By: **10/23/14**

Final Passenger Count Due: **10/23/2014** Failure to reduce your passenger count will result in paying for unfilled seats.

Additional charges for : **A/R at Check In- Invoice Post trip**
No individual check-in/payments are permitted on the day of your trip

CANCELLATION POLICY

Reservations of 20 or more must be cancelled 30 days in advance of your departure date to receive a refund of your deposit. Cancellation of your entire reservation must be made 7 or more days in advance to receive a refund of any payments in excess of your deposit. Cancellation of the entire reservation less than 7 days from your departure date will result in the loss of all money paid.
Reductions of passenger counts made less than 7 days to 72 hours prior of your departure time must be 15% or less for any refund. No refund will be given for any cancellation less than 72 hours prior to your trip departure time.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your trip and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return this copy upon receipt.

I AGREE TO THE TERMS AND CONDITIONS HEREIN *[Signature]* DATE 10/14/14

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext 307 Fax 805-642-6573 For education questions E-mail: education@islandpackers.com
For reservation information or changes E-mail: groupcharters@islandpackers.com

Operator **R19** Date **9/26/2014** Sent By S/A Mailed **10/1/14**



Educational Service Agreement

Account # 222804

Booking # R1918263

TRIP INFORMATION

 Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Wednesday, October 29, 2014** Vessel: **Island Adventure**

Departure Time: **9:00 AM** Check In Time: **8:15 AM** Depart Island: **3:30 PM** Return to Dock: **4:30 PM**

Education Destination **Santa Cruz Island - Scorpion Cove**

Special Requests

RESERVED FOR

 Please review and correct wrong information prior to signing and returning.

Classes 1

Last Name **West** First Name **Debbie** School **Haydock M.S** Grade **7th**

Street Address **1051 South A Street** City **Oxnard** St. **CA** Zip Code **93030-**

Phone **(805) 385-1501 x** Cell **(805) 890-6450** Fax Email **dwest@oxnardsd.org**

FINANCIAL INFORMATION

 All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Number of Seats Reserved **44** Cost Per Person (Student/Teacher/Chaperone) **\$43.00**

A Deposit of **\$600.00** Has Been Waived **09/18/14** Balance Due By: **10/15/14**

Final Passenger Count Due: **10/15/2014** Failure to reduce your passenger count will result in paying for unfilled seats.

Additional charges for : A/R at Check In

No individual check-in/payments are permitted on the day of your trip

CANCELLATION POLICY

Reservations of 20 or more must be cancelled 30 days in advance of your departure date to receive a refund of your deposit. Cancellation of your entire reservation must be made 7 or more days in advance to receive a refund of any payments in excess of your deposit. Cancellation of the entire reservation less than 7 days from your departure date will result in the loss of all money paid.

Reductions of passenger counts made less than 7 days to 72 hours prior of your departure time must be 15% or less for any refund. No refund will be given for any cancellation less than 72 hours prior to your trip departure time.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your trip and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return this copy upon receipt.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

DATE

10/14/14

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext 307 Fax 805-642-6573 For education questions E-mail: education@islandpackers.com
For reservation information or changes E-mail: groupcharters@islandpackers.com

Operator **R05** Date **9/20/2014** Sent By S/A Mailed **9/23/14**

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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/MOU #14-147 - Child Development Resources of Ventura County, Inc. – Clerical Support at San Miguel School (Kawaguchi/Driver)

This agreement renews the MOU terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for clerical support costs at San Miguel School.

Term of this agreement: September 4, 2014 to June 30, 2015

FISCAL IMPACT:

Costs for this position will be shared between three preschool partners occupying San Miguel School; Oxnard School District, Ventura County Office of Education, and Child Development Resources of Ventura County, Inc.:

Oxnard School District	\$15,744.60
Ventura County Office of Education	\$15,744.60
Child Development Resources of Ventura County, Inc.	<u>\$14,358.07</u>
Total Costs	\$45,847.27

Oxnard School District's share to be funded through State Preschool - \$7,872.30, and Special Education Funds - \$7,872.30.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #14-147 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIAL:

Attached: Agreement/MOU #14-147, Child Development Resources of Ventura County, Inc. (1 Page)
OSD Office Assistant II Position Description (4 Pages)

**MEMORANDUM OF UNDERSTANDING BETWEEN
OXNARD SCHOOL DISTRICT and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.
Agreement #14-147**

This memorandum of Understanding (MOU) is entered into this 4th day of September, 2014, by and between the Oxnard School District, hereinafter referred to as "OSD", and Child Development Resources of Ventura County, Inc., hereinafter referred to as "CDR".

WHEREAS the OSD and CDR have a specific interest and need for additional lease services; an Office Assistant II Bilingual for all day coverage at San Miguel School when school is in session;

NOW THEREFORE it is mutually agreed to as follows:

- a. The OSD will provide an Office Assistant II Bilingual to work from 7:45 a.m. to 3:45 p.m. each school day to perform duties as described in the attached OSD Office Assistant II position description. CDR will only be billed for the months the Head Start program is in session (September 2014 -June 2015). CDR will provide training on assigned duties for the Head Start Program.
- b. The Office Assistant II Bilingual will work under the general direction of the Principal of Kamala School and will be, at all times, an OSD employee to include all benefits available by and through the OSD to include Worker's Compensation.
- c. The OSD Director of Finance shall invoice CDR quarterly for actual payroll charges of 1/3 of the actual total cost, **not to exceed \$14,358.07** for this term. Billings will include payroll records as backup and will be submitted to the Chief Financial Officer by the 15th following the end of each quarter (October 15th, January 15th, April 15th and July 15th). CDR billing address: 221 East Ventura Blvd., Oxnard, CA 93036.
- d. OSD will inform CDR's Director of Early Care and Education Programs with the name of the assigned Office Assistant II before school begins and will inform CDR of any personnel changes that occur during the contract term.
- e. Any party may cancel this MOU at any time by providing sixty (60) calendar days written notice of their intent to terminate this MOU.

Term of this Agreement: September 4, 2014 to June 30, 2015

IN WITNESS WHEREOF, The parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Ventura, State of California.

Oxnard School District:

Signature: _____

Date: _____

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

Child Development Resources of Ventura County, Inc.:

Signature: _____

Date: _____

Typed Name/Title: Don Henniger, Executive Director

[Close this window](#)



Office Assistant II

Class Code:
130

Bargaining Unit: CSEA

OXNARD SCHOOL DISTRICT
Established Date: Jan 28, 2007
Revision Date: Jun 1, 2013

SALARY RANGE

\$15.30 - \$18.59 Hourly

DESCRIPTION:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under the direction of an assigned administrator, performs a variety of clerical functions in support of an assigned school or department; types documents, letters, and memoranda; provides information to the general public; and performs a variety of clerical duties relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The Office Assistant III classification performs complex and diverse technical and clerical tasks involving independent action within a specific area including composing correspondence, creating reports, and monitoring budget expenditures.

The Office Assistant II classification performs a variety of clerical functions in support of an assigned school or department including, filing, data entry, typing various documents, maintaining records and inventories, scheduling appointments, and providing assistance to staff and the public.

The Clerical Assistant classification performs routine and very basic clerical functions such as filing and duplicating.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from an assigned administrator.

EXAMPLES OF DUTIES:

ESSENTIAL DUTIES

- Performs a variety of clerical duties including, but not limited to, filing, data entry, duplicating

materials, date stamping and logging documents received, and opening and routing mail;

- Assists in maintaining records for assigned programs; ensures the timely duplication and distribution of a variety of records, reports and other materials as directed;
- Types letters, memoranda, bulletins, reports, schedules, lists, forms and other materials from straight copy or rough draft; proofreads draft documents;
- Maintains a variety of logs, records, and files; maintains records of staff attendance and calls substitutes as assigned;
- Distributes various forms and provides information and assistance to the public and staff regarding their completion;
- Provides assistance to students, staff, and the general public in order to ensure student's success; assists the public and staff in filling out paper work and forms; provides routine information and directs inquiries to the appropriate person or office; answers telephones and takes messages; makes phone calls to request, provide, or verify information as directed;
- Maintains supply and material inventories; orders materials, equipment, and supplies as directed;
- Schedules appointments and meetings; maintains various schedules and calendars;
- Assists certificated staff with the monitoring of students in the office;

Other Related Duties

- Assists in maintaining the health office at a school site; arranges for appropriate care, or if properly trained, provides, first aid for ill and injured students; dispenses medication per physician guidelines;
- May maintain financial records relating to the receipt and disbursement of funds; may assist with student store and associated student body funds;
- For positions with bilingual designations, translates a variety of written materials from English to a second language and from that language into English; interprets and facilitates communication between staff and non-English speaking members of the public; attends various meetings to translate and interpret as needed;
- Assists other clerical or secretarial personnel as directed;
- May serve as a school or department receptionist for staff and the general public;
- Performs related duties and responsibilities as required.

EMPLOYMENT STANDARDS:

EMPLOYMENT STANDARDS

Education: Graduation from high school or equivalency.

Experience: One year of clerical experience.

Special: A valid, California Class C, driver's license may be required, and if so, must be maintained during the course of employment.

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

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

Physical Requirements: Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift and carry up to 20 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal conversation, and see small details.

SUPPLEMENTAL INFORMATION:
KNOWLEDGE, ABILITIES, AND TRAITS

Knowledge of:

- School or District department office terminology, practices, and procedures;
- School or District department rules and guidelines;
- Modern office practices, procedures, and equipment;
- Principles and procedures of record keeping;
- Good public relations techniques;
- Interpersonal skills using tact, patience, and courtesy;
- Correct English usage, grammar, spelling, punctuation, and vocabulary;
- District organization, operations, policies and objectives related to assigned function;
- Pertinent Federal, State and local laws, codes and regulations;
- Proper telephone etiquette;
- Health and safety regulations and basic first aid procedures;
- Basic mathematical principles.

Ability to:

- Make mathematical calculations quickly and accurately;
- Establish and maintain filing systems;
- Work effectively within established time schedules and with minimal direction;
- Operate a variety of office machines and equipment such as a personal computer and applicable hardware and software, copiers, printers, scanners, typewriters, calculators, and fax machines;
- Type/keyboard at a corrected rate of 40 words per minute;
- Provide information and assistance to parents, the general public and other staff members in a helpful, courteous and timely manner;
- Maintain confidentiality of privileged information obtained in the course of work;
- Communicate effectively, both orally and in writing;
- Understand and follow both oral and written directions;
- Establish and maintain effective working relationships;
- Read, interpret, and follow rules, regulations, policies, and procedures.

Traits:

- Appreciates and respects the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources;
- Logically grasps and thinks through issues and problems;
- Remains steady under pressure;
- Stays focused and has good work ethic;
- Strives to meet customers' needs.

WORK ENVIRONMENT: Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, may be exposed to air and blood-borne pathogens and germs, bodily fluids and communicable diseases, may be required to drive an automobile to conduct work, and have direct contact with students and the public.

APPOINTMENT: In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of six (6) months during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

Salary Range: 17.0

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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/MOU #14-148 – Child Development Resources of Ventura County Inc. – Marina West NfL Preschool 2014-15 (Kawaguchi/Driver)

This MOU confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start/State Preschool services at Marina West NfL Preschool for the 2014-2015 school year.

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

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #14-148 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-148, Child Development Resources of Ventura County Inc.
(1 Page)
CDR Head Start Standard of Conduct (1 Page)
Certificate of Insurance (3 Pages)

Agreement/Memorandum of Understanding #14-148

Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Marina West NfL Preschool** located on the campus of Marina West Elementary School and within the boundaries of Oxnard School District. The facilities of **Marina West NfL Preschool** will be used to provide half day year round services of the Head Start/State Preschool option. Instructional calendar runs September 9 through June 30, 2015. CDR staff may occupy facility from August 21, 2014 to September 8, 2014, prior to first day of instruction.

Memorandum of Understanding Term:

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

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of one classroom in the Marina West NfL Preschool facility to accommodate up to 30 children.
2. Provide the use of a shared playground at Marina West NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day program for up to 30 children.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Marina West NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Marina West NfL Preschool.
4. Participate in Quality Rating Improvement System coordinated by Ventura County Office of Education.
5. Participate in First 5 research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program.
6. Continue to perform outreach to the Marina West neighborhood for enrollment eligibility.
7. Provide OSD with a copy of CCL license certificate.
8. Provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Lisa A. Franz, Director, Purchasing

Oxnard School District

Date

Mr. Don Henniger, Chief Executive Officer

Child Development Resources of Ventura County, Inc.

Date



CDR Head Start Standards of Conduct

In general, Standards of Conduct reinforce professional behavior and provide guidance when making work related decisions.

All CDR Head Start staff, consultants and volunteers abide by CDR's Standards of Conduct and agree to:

- Respect and promote the unique identity of each child and family and refrain from stereotyping anyone on the basis of gender, race, ethnicity, culture, religion or disability.
- Follow program confidentiality and record-keeping systems concerning personal, health and other private information about children, families and other staff, consultants and volunteers.
- Always assure that children under your care are supervised at all times.
- Use positive methods of child guidance and not engage in corporal punishment, emotional or physical abuse, humiliation or forms of discipline that involve isolation.
- Provide a comfortable, safe, interactive environment to support a child's healthy, social and emotional development.

Lisa A. Franz, Director, Purchasing
Print Name

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	FAX (A/C, No): 805-413-0259	
	PHONE (A/C, No, Ext): 805-413-0250	E-MAIL ADDRESS: sstanfield@westlakerisk.com	
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						UM/UIIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						AGGREGATE	\$ 9,000,000
	DED RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Steph M. Davis

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NOTEPAD:

HOLDER CODE
INSURED'S NAME Child Development Resources of

CHILD-1
OP ID: JB

PAGE 2
Date 10/14/2014

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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PRODUCER United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield
	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC #
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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

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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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/MOU #14-149 – Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool 2014-2015 (Kawaguchi/Driver)

This MOU confirms the agreement between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda NfL Preschool.

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

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #14-149 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-149, Child Development Resources of Ventura County Inc. (1 Page)
CDR Head Start Standards of Conduct (1 Page)
Certificate of Insurance (3 Pages)

Agreement/Memorandum of Understanding #14-149

Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Sierra Linda NfL Preschool** located on the campus of Sierra Linda Elementary School and within the boundaries of Oxnard School District. The facilities at **Sierra Linda NfL Preschool** will be used to provide half day year round services of the Head Start/State Preschool option. Instructional calendar runs September 9, 2014 through June 30, 2015. CDR staff may occupy facility from August 21, 2014 to September 8, 2014, prior to first day of instruction.

Memorandum of Understanding Term:

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

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of two classrooms in the Sierra Linda NfL Preschool facility to accommodate up to 68 children.
2. Provide the use of a shared playground at Sierra Linda NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day program for up to 68 children.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Sierra Linda NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Sierra Linda NfL Preschool.
4. Participate in Quality Rating Improvement system coordinated by Ventura County Office of Education.
5. Participate in First 5 research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program.
6. Continue to perform outreach to the Sierra Linda neighborhood for enrollment eligibility.
7. Provide OSD with a copy of CCL license certificate.
8. Provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Mr. Don Henniger, Chief Executive Officer
Child Development Resources of Ventura County, Inc.

Date



CDR Head Start Standards of Conduct

In general, Standards of Conduct reinforce professional behavior and provide guidance when making work related decisions.

All CDR Head Start staff, consultants and volunteers abide by CDR's Standards of Conduct and agree to:

- Respect and promote the unique identity of each child and family and refrain from stereotyping anyone on the basis of gender, race, ethnicity, culture, religion or disability.
- Follow program confidentiality and record-keeping systems concerning personal, health and other private information about children, families and other staff, consultants and volunteers.
- Always assure that children under your care are supervised at all times.
- Use positive methods of child guidance and not engage in corporal punishment, emotional or physical abuse, humiliation or forms of discipline that involve isolation.
- Provide a comfortable, safe, interactive environment to support a child's healthy, social and emotional development.

Lisa A. Franz, Director, Purchasing
Print Name

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1 OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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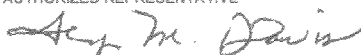
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
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PRODUCTS - COMP/OP AGG \$ 3,000,000							
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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							\$
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 Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda.
 Oxnard School District is named additional insured with respect to the

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	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
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CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

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AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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 #14-150 – Child Development Resources of Ventura County Inc. – Ground Lease for Marina West Head Start (Kawaguchi/Driver)

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

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

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-150 with Child Development Resources of Ventura County Inc. for the Head Start Program at Marina West.

ADDITIONAL MATERIALS:

Attached: Agreement #14-150, Child Development Resources of Ventura County Inc. (14 Pages)
Certificate of Insurance (3 Pages)

Agreement #14-150

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

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

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

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West Elementary School at 2501 Carob Street in the City of Oxnard, California (the "School Site"); and

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

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

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

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

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,300 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement.

The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

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

Article II - Use of Premises

Section 2.1 Permissible Uses

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

Section 2.2 Suitability

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

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 7,020 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

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

Section 3.2 Maintenance

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

Section 3.3 Utilities

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

collection.

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

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

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

Section 3.5 Equipment

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

Section 3.6 District Non-Responsibility

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

Section 3.7 Alterations

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

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

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

Section 4.2 Extensions

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

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days

written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

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

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

Article V - Insurance

Section 5.1 Insurance

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

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

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

Section 7.2 Third Party Use

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

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

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

Section 8.2 Termination for Cause

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

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency

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

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

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

Section 10.2 Removal of Personal Property

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

Section 10.3 Repair

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

Article XI - Independent Contractor

Section 11.1 Independent Contractor

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

Section 11.2 No Authority

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

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

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

Section 12.2 District's Representations

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

Section 12.3 Hazardous Materials

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

Article XII - Miscellaneous

Section 13.1 Amendments

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

Section 13.2 Time of Essence

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

Section 13.3 Notices

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

If to the Lessee:

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

If to the District:

Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Noemi Valdes

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

Section 13.4 Force Majeure

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

Section 13.5 Entire Agreement

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

Section 13.6 Severability

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

Section 13.7 Governing Law

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

Section 13.8 Waiver

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

Section 13.9 Headings

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

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

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

Section 13.12 Surrender of Lease

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

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

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

Section 13.16 Attorneys Fees

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

Section 13.17 Authority

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

Section 13.18 Licenses and Standards

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

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

DISTRICT:

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz
Director, Purchasing
Telephone: (805) 385-1501
Fax: (805) 240-7582

LESSEE:

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

By: _____
Don Henniger
Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF MARINA WEST SCHOOL SITE

DESCRIPTION OF PREMISES

A portion of Lots 61 and 62 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as said lot is designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 8 of Miscellaneous Records (Maps) at page 1 et seq., more particularly described as follows:

Beginning at the intersection of the northerly line of Carob Street thirty (30) feet wide with the westerly line of McLoughlin Street thirty (30) feet wide as said Streets are shown on the map of Tract No. 1382, recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

1st – Northerly along the westerly line of said McLoughlin Street to a point in the northerly line of said Lot 61; thence,

2nd – Westerly along said northerly line and the northerly line of said Lot 62 to a point in a line parallel with and distant 130.00 feet easterly of measured at right angles from the northerly prolongation of the center-line of Elsinore Avenue sixty (60) feet wide as shown on said map recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq.; thence,

3rd – Southerly along said parallel line to a point in the northerly line of the hereinabove mentioned Carob Street thirty (30) feet wide; thence,

4th – Easterly along said northerly line to the point of beginning.

Containing 11.628 acres.

EXHIBIT B INSURANCE

2.7 INSURANCE.

2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.

2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
- 2.7.5.2 Additional insured endorsements; and
- 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

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

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



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

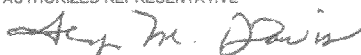
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
							UM/UIIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE
	DED							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
 Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District Attn: Noemi Valdes 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield
	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC #
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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

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

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 1,000,000
	<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						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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 #14-151 – Child Development Resources of Ventura County Inc. – Ground Lease for San Miguel Head Start (Kawaguchi/Driver)

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

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

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-151 with Child Development Resources of Ventura County Inc. for the Head Start Program at San Miguel.

ADDITIONAL MATERIALS:

Attached: Agreement #14-151, Child Development Resources of Ventura County Inc. (14 Pages)
Certificate of Insurance (3 Pages)

Agreement #14-151

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF **MARY CRAWFORD HEAD START** AT SAN MIGUEL SCHOOL [PROGRAM]

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

RECITALS

WHEREAS, the District operates and maintains an elementary school site at San Miguel Elementary School at 2400 South J Street in the City of Oxnard, California (the "School Site"); and

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

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

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

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

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,081 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA"). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

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

Section 1.3 Relocation of Premises

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

Article II - Use of Premises

Section 2.1 Permissible Uses

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

Section 2.2 Suitability

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

Section 2.3 Shared Use of School Site Facilities

Playground is shared, common playground area measures 8,750 square feet. Head Start staff use the restrooms in the district building adjacent to the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

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

Section 3.2 Maintenance

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

Section 3.3 Utilities

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

Lessee pays for own utilities and janitorial services

Section 3.4 Repair

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

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

Section 3.5 Equipment

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

Section 3.6 District Non-Responsibility

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

Section 3.7 Alterations

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

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

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

Section 4.2 Extensions

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

Section 4.3 Early Termination

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

Section 4.4 Rent

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

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

Article V - Insurance

Section 5.1 Insurance

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

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises , and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

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

Section 7.2 Third Party Use

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

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

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

Section 8.2 Termination for Cause

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

- (i) The Lessee is adjudged bankrupt;
- (ii) The Lessee makes a general assignment for the benefit of its creditors;
- (iii) A receiver is appointed on account of the Lessee's insolvency;
- (iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;
- (v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;
- (vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;
- (vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

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

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

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

Section 10.2 Removal of Personal Property

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

Section 10.3 Repair

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

Article XI - Independent Contractor

Section 11.1 Independent Contractor

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

Section 11.2 No Authority

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

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

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

Section 12.2 District’s Representations

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

Section 12.3 Hazardous Materials

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

Article XII - Miscellaneous

Section 13.1 Amendments

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

Section 13.2 Time of Essence

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

Section 13.3 Notices

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

If to the Lessee:

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

If to the District:

Oxnard School District
Educational Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Noemi Valdes

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

Section 13.4 Force Majeure

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

Section 13.5 Entire Agreement

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

Section 13.6 Severability

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

Section 13.7 Governing Law

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

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with

respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

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

Section 13.10 Counterparts

This Site Lease may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Site Lease.

Section 13.11 Successors and Assigns

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

Section 13.12 Surrender of Lease

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

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a

part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

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

Section 13.17 Authority

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

Section 13.18 Licenses and Standards

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

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

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

DISTRICT:

LESSEE:

OXNARD SCHOOL DISTRICT

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

By: _____

By: _____

Lisa A. Franz
Director, Purchasing
Telephone: (805) 487-3918
Fax: (805) 240-7582

Don Henniger
Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF KAMALA SCHOOL SITE

DESCRIPTION OF PREMISES

Part of Subdivision 39 as the same is designated and delineated upon the certain map entitled, "Map of Rancho El Rio de Santa Clara o' La Colonia, partitioned by order of Dist. Court 1st Jud. District, California, " and filed in the office of the County Clerk of Ventura County in that certain action entitled, "Thomas A. School, et al., Pliffs. vs. Rafael Gonzales, et al., Defts." said action having been brought for the purpose of partitioning said Rancho El Rio de Santa Clara o' La Colonia, and more particularly described as follows:

Beginning at a point South 0° 01' West 160.00 feet from a point which bears South 89° 59' 30" West 238.00 feet from the Southwest corner of the Sea Grove Tract, as per map thereof recorded in book 15, page 71 of Maps in the office of the County Recorder of said county; thence,

1st: South 0° 01' West 678.52 feet to a point; thence

2nd: South 89° 59' 30" West 644.15 feet parallel with the northerly line of said Subdivision 39 and 838.52 feet therefrom, to a point in the East line of the land conveyed to Ignatz Friedrich by deed recorded in book 138, page 292 of Deeds; thence along said East line,

3rd: North 0° 01' East 678.52 feet to a point; thence,

4th: North 89° 59' 30" East 644.15 feet parallel with the said northerly line of Subdivision 39 and 160.00 feet therefrom to the point of beginning.

EXHIBIT B INSURANCE

2.7 INSURANCE.

2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate , products/completed operations, and \$50,000 fire legal liability, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.4 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.5 Abuse and Molestation coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) Aggregate.

2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

- 2.7.5.1 Certificates of Insurance for coverage required under this Agreement
- 2.7.5.2 Additional insured endorsements; and
- 2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

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

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



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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 United Agencies, Inc (ZJ) c/o Westlake Risk & Ins Svcs. 2659 Townsgate Rd, Suite 103 Westlake Village, CA 91361 Steve Stanfield, CIC	CONTACT NAME: Steve Stanfield	PHONE (A/C, No., Ext): 805-413-0250	FAX (A/C, No.): 805-413-0259
	E-MAIL ADDRESS: sstanfield@westlakerisk.com		
INSURED Child Development Resources of Ventura County Inc. 221 E. Ventura Blvd. Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Insurance Company		
	INSURER B : Insurance Company of the West		27847
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NCPKG0337000	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$
A	AUTOMOBILE LIABILITY	X		NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						UM/UIM	\$ 1,000,000
A	UMBRELLA LIAB	X		NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB						AGGREGATE	\$ 9,000,000
	DED RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Bldg	16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft	600,000

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

Philadelphia Indemnity Ins. Co. - Policy Period: 09/26/13 - 09/26/14 - Policy #PHPK1079839 Sexual/Physical Abuse or Molestation Liability
Limit of Liability: \$1,000,000 Each Occurrence Limit/\$3,000,000 Aggregate Limit. Re: Projects at San Miguel, Haydock, Marina West, and Sierra Linda. Oxnard School District is named additional insured with respect to the

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Steph M. Davis

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **Child Development Resources of**

CHILD-1
OP ID: JB

PAGE 2
Date **10/14/2014**

operations of the named insured. Workers Compensation coverage excluded,
evidence only.



CERTIFICATE OF LIABILITY INSURANCE

CHILD-1

OP ID: JB

DATE (MM/DD/YYYY)

10/14/2014

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	PHONE (A/C, No, Ext): 805-413-0250 FAX (A/C, No): 805-413-0259
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INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Company	NAIC #
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INSURER C :	
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INSURER E :	
INSURER F :	

INSURED **Child Development Resources of Ventura County Inc.**
221 E. Ventura Blvd.
Oxnard, CA 93030

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

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	<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						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			NCAUT0337000	09/26/2014	09/26/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	UMBRELLA LIAB			NCFXS033700	09/26/2014	09/26/2015	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WSD5026807-00	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop Coverage			NCPKG0337000	09/26/2014	09/26/2015	Blk Bldg 16,928,000
A	Crime Coverage			NCPKG0337000	09/26/2014	09/26/2015	Emp Theft 600,000

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

RE: San Miguel, Marina West, Haydock and Sierra Linda school sites.
Certificate Holder is named additional insured/Landlord with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steph M. Davis

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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 #14-153 – Safe & Civil Schools (Kawaguchi)

Safe & Civil Schools will provide consultant services for a CHAMPS Classroom Management Training for Drifill teachers during the 2014-15 school year.

CHAMPS will focus on supporting teachers who want to improve their classroom management. Teachers will benefit from learning strategies to manage student behavior and improve student motivation. Participants will learn how to teach students to behave in a responsible manner, improve transitions, reduce off-task behavior during instruction and independent work, and use positive feedback and consequences more effectively.

FISCAL IMPACT:

Not to Exceed \$10,000.00 (including travel expenses) – Title 1

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-153 with Safe & Civil Schools.

ADDITIONAL MATERIALS:

Attached: Agreement #14-153, Safe & Civil Schools (2 Pages)



AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc**
dba: Safe & Civil Schools (“Company”)
PO Box 50550 (541) 345-1442
Eugene OR 97405 FAX (541) 345-6431
93-0905279

Tax I.D. Number:
Contact person: **Kimberly Irving, Professional Services Coordinator**

Agency: **Oxnard School District (“District”)**
1051 South A St
Oxnard CA 93030

Contact person: **Dr. Catherine Kawaguchi, Assistant Superintendent**

Job #: 1882
Title of Session: CHAMPS Classroom Management
Presenter: **Pat Somers**
Dates: October 31, 2014
Fees: \$3,000.00 *plus travel expenses*

The Company and the District, for the consideration set forth below, agree as follows:

1. The District agrees to pay the Company \$3,000 in fees for the presentation listed above. In addition, the District will reimburse all travel expenses incurred by Pat Somers for the presentation. An invoice with receipts will be provided at the conclusion of the presentation.
2. Video taping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.
4. Airfare, lodging, car rentals, etc., will not be booked until contract is signed by District. Delay in signing contract may increase costs of these items, therefore, please sign and return promptly.
5. Any increased expenses due to circumstances outside of Safe & Civil Schools’ control, including, but not limited to, inclement weather or airline delays will be billed to the District.
6. Materials are offered at a discount from **Pacific Northwest Publishing**, in conjunction with consultations only. Please phone our office for details.

7. **Safe & Civil Schools Rescheduling – Cancellation Policy:** In return the District agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled more than six months from the start date of training, no charges will be incurred by the District.
- If training is rescheduled between six months and three months from the start date of training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled between six months and three months from the start date of training, 25% of the training fee would be the responsibility of the District.
- If training is rescheduled or cancelled between three months and one month from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled with less than one month from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

Thank you. Please sign and email to kimberly@safeandcivilschools.com or fax to (541) 345-6431

Dr. Catherine Kawaguchi
Asst. Supt., Educational Services

Date

Safe & Civil Schools

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Catherine Kawaguchi

Date of Meeting: 11/12/14

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 #14-154 – Sandra A. Alexander (Kawaguchi/Phipps)

Sandra A. Alexander, Certified Auditory-Verbal Therapist/SLP from “Hear Ye, Hear Me” will provide AVT services to student, MR090501, beginning October 1, 2014 through December 31, 2014. AVT is provided to students with a hearing loss who are utilizing hearing aids and/or cochlear implants to develop spoken language. AVT maximizes language, speech and cognition through the auditory channel. Parent attendance is mandatory.

Student: #MR090501

FISCAL IMPACT:

\$140.00/HR x 12 Hours = \$1,680.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-154 with Sandra A. Alexander.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-154, Sandra A. Alexander (13 Pages)
Proposal (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-154

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12th day of November, 2014 by and between the Oxnard School District (“District”) and Sandra A. Alexander dba/”Hear Ye, Hear Me” (“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 **October 1, 2014** through **December 31, 2014** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Thousand Six Hundred Eighty Dollars (\$1,680.00), 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 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: Marikaye Phipps
 Phone: (805) 385.1501 x2161
 Fax: (805) 487.9648

To Consultant: Sandra A. Alexander
 dba/"Hear Ye, Hear Me"
 9947 Lanark Street
 Sun Valley, CA 91352
 Phone: (310) 713.8878
 Fax: (818) 767.8870

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

SANDRA A. ALEXANDER, DBA/'HEAR YE, HEAR ME":

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 #14-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-154

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.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-154

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$1,680.00

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

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

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

IV. The total compensation for the Services shall not exceed \$1,680.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-154

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-154

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 #14-154

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 #14-154

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-154

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, **SANDRA A. ALEXANDER, DBA/"HEAR YE, HEAR ME"**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

**CONSULTANT SERVICES
PROPOSAL**

TO: Oxnard School District, Pupil Services Dept.

From: Sandra A. Alexander, DBA: Hear Ye, Hear Me

DATE: 10-16-14

RE: Auditory-Verbal Therapy

Scope of Services: AVT is provided to students with hearing loss who use cochlear implant(s) and/or hearing aids. Diagnostic Therapy is implemented to maximize language, speech, and cognition through

Consultant Cost: \$ 140 per hour rate; up to 2 hrs. per week. Or, other:

12 hours to be completed by Dec. 31, 2014.

Length of contract: Services will be provided during the current 2012-2013 school year starting _____.

audition. Parent participation and attendance is mandatory.



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURENCE POLICY FORM

Print Date: 8/09/2014



Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0615060126 from 08/14/14 to 08/14/15 at 12:01 AM Standard Time

Named Insured and Address:
Hear Ye Hear Me
9947 Lanark St
Sun Valley, CA 91352-4232

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

Medical Specialty:
Speech Language Pathologist Firm

Code:
80716

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

General Liability

General Liability \$1,000,000 each claim / \$3,000,000 aggregate
Fire & Water Legal Liability Included in the GL limit shown above subject to \$250,000 aggregate sublimit

Total: \$ 322.00

Base Premium \$322.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signature of Thomas F. Motamed

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: November 12, 2014

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OSSA (Cline)

Government Code, Section 3547.5 mandates: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the agreement with OSSA are presented herewith for the Board’s consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OSSA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard

Name of Bargaining Unit: Oxnard Support Services Association (OSSA)

The proposed agreement covers the period:
 Beginning: 7/1/2014 Employee Type: Certificated: X
 Ending: 6/30/2015 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 12-Nov-14

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1.	Salary Schedule - Increase/(Decrease)	\$ 5,999,199	\$ 179,976 3.00%	\$ 179,976 3.00%	\$ 179,976 3.00%
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,128,409	\$ 33,852 3.00%	\$ 33,852 3.00%	\$ 33,852 3.00%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,127,608	\$ 213,828 3.00%	\$ 213,828 3.00%	\$ 213,828 3.00%
7.	Total Number (FTE) of Represented Employees	# 65	# 65	# 65	# 65
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 108,852	\$ 3,266 3.00%	\$ 3,266 3.00%	\$ 3,266 3.00%
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 238	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$ 475	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$ 116	\$ %	\$ %	\$ %
9b.	- Annual Health/Welfare Benefit amount per FTE	\$ 0	\$ %	\$ %	\$ %
	<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____
 Unit pays fully for all H & W benefits. Added a new column to salary schedule (Nurse w/Masters) and gave employees a COLA of 2.95% on schedule.

Disclosure of Collective Bargaining Agreement

School District: Oxnard

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

Change to evaluation language regarding timelines and forms.
Change to the Association President assignment. Will reflect reduced workload to offset the need for Association Leave.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

None

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

None

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

None

F. Source of Funding for the Proposed Agreement:

1. Current Year:

General fund, Unrestricted and Restricted

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

Ongoing revenues as reflected in the budget.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

Disclosure of Collective Bargaining Agreement

School District: Oxnard

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 156,346,680
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$64,000 for a district with less than 1,001 ADA)	\$ 4,690,400

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 4,683,986
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 2,442,033
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted Unrestricted Reserves	\$ 7,126,019

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

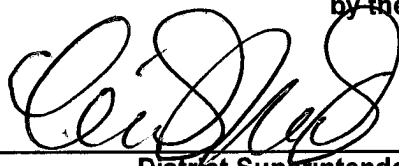
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)

10-13-14

Date



District Chief Business Official
(Signature)

10-10-14

Date

Disclosure of Collective Bargaining Agreement
 School District: Oxnard

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 09/17/2014)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	125,566,777	0		125,566,777
Remaining Revenues (8100-8799)	31,911,767	0		31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806	179,976		69,546,782
2000 Classified Salaries	22,783,045	0		22,783,045
3000 Employees' Benefits	32,115,656	33,852		32,149,508
4000 Books and Supplies	9,399,467	0		9,399,467
5000 Services and Operating Expenses	18,659,355	0		18,659,355
6000 Capital Outlay	443,300	0		443,300
7100-7499 Other	2,409,974	0		2,409,974
TOTAL EXPENDITURES	155,177,603	213,828	0	155,391,431
OPERATING SURPLUS (DEFICIT)	2,300,941	(213,828)	0	2,087,113
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249	0		955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,345,692	(213,828)	0	1,131,864
BEGINNING BALANCE	21,680,427	0		21,680,427
CURRENT YEAR ENDING BALANCE	23,026,119	(213,828)	0	22,812,291
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000	0		190,000
Restricted (9740)	4,626,399	0		4,626,399
Committed (9750 / 9760)	0	0		0
Assigned (9780)	10,869,873	0		10,869,873
Reserve for Economic Uncertainties (9789)	4,683,986	0		4,683,986
Unappropriated Amounts (9790)	2,655,861	(213,828)	0	2,442,033

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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

REPORT ON 2006 BOND CONSTRUCTION BUDGET (Cline)

Attached for the Board’s information are our current Bond budgets as of Friday, October 31, 2014.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (2 pages)

Sources and Budgets Report

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

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

Sources and Budgets Report *Ability*

This reports lists projected funding sources and expen

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

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 11/12/2014

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Purchase Order/Draft Payment Report #14-04(Cline/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 10/01/2014 through 10/28/2014 for the 2014-2015 school year, in the amount of \$2,591,506.48.
2. A listing of Draft Payments issued 10/01/2014 through 10/28/2014 for the 2014-2015 school year, in the amount of \$432.00.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #14-04 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #14-04 (12 Pages)

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00047	Gold Star Foods	CNS	4700 FOOD	388.22
CNP15-00053	Gold Star Foods	CNS	4700 FOOD	82.96
P15-00903	Jordanos Inc	CNS	supplies	806.69
P15-00980	Coast To Coast Computer Prod	FREMONT	INSTR MATL	928.80
P15-00997	Xpressmyself.com LLC SmartSign	LEMONWOOD	Materials and Supplies	253.64
P15-01257	Discount School Supply	LEMONWOOD	Materials and Supplies - Instructional	197.61
P15-01333	Ventura Co Office Of Education	PUPIL SERVICES	MATL/SUP	576.20
P15-01410	Gopher Sport	BREKKE	MATL/SUP - Instruction	50.23
P15-01411	Soap Man	TRANSPORTATIO	SUPPLIES	62.53
P15-01412	Staples Direct	TRANSPORTATIO	SUPPLIES	272.39
P15-01413	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	CURREN	matl/sup -- school phones	616.53
P15-01414	VORT CORPORATION	NFL	MATL/SUP	268.90
P15-01415	Amazon Com	HR	Materials & Supplies	37.63
P15-01416	Ventura Co Office Of Education	NFL	Conf - Instruction (FIN)	300.00
P15-01417	Therapro Inc	PUPIL SERVICES	MATL/SUP	76.99
P15-01418	Underwood Family Farms	SIERRA LINDA	Services - Instructional	212.00
P15-01423	ACP Direct	RITCHEN	MATL/SUP, Administration	81.09
P15-01424	Walmart	ASSESS ACCOUN	MATL/SUP	200.00
P15-01426	Par Inc	PUPIL SERVICES	MATL/SUP	44.72
P15-01427	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-01428	Howard Taras, Md	PUPIL SERVICES	SERV	60.00
P15-01429	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	HR	travel / conference - Hotel Reservation	874.30
P15-01434	Motion Industries Inc	FACILITIES	MATL/SUP/HVAC	216.00
P15-01435	BTC LABS-VERTICAL FIVE	FACILITIES	SVC/LEM	240.00
P15-01437	ADVANCED CLASSROOM TECHNOLOGIE S, INC	HARRINGTON	materials & supplies - administrative	538.92
P15-01438	ESGI	HARRINGTON	materials & supplies - instructional	175.00
P15-01447	Dell Direct Sales Lp	ASES	New docking station	458.75
P15-01448	Ventura Co Office Of Education	SORIA	conf/matl	75.00
P15-01450	Lowe's	FREMONT	"INSTRUCTIONAL" MATLS/ "SCHOOL OFFICE" MATLS	400.00
P15-01454	Office Depot Bus Ser Div	KAMALA	Materials and Supplies- Instruction	289.28
P15-01456	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	996.88
P15-01458	Sysco Food Services Of Ventura	CNS	supplies	52.92
P15-01470	Smart And Final Iris Co	RAMONA	Materials and Supplies - Instructional	216.00
P15-01471	JERRY'S ARTARAMA NC, INC	HAYDOCK	Materials & Supplies - Instructional	388.37
P15-01473	Eai Education Inc	HAYDOCK	MATLS/SUPPL-INSTRUCIONAL (MATH)	909.09
P15-01474	Walmart	RAMONA	Mat/Supl - social work	280.00
P15-01475	Sams Club 6455	RAMONA	Mat/Sup - social work	186.45
P15-01476	Raymond Geddes And Co Inc	KAMALA	Materials and Supplies	503.70
P15-01477	SOCIAL STUDIES SCHOOL SERV INT ERACT	BREKKE	MATL/SUP - Instruction	587.52
P15-01478	Ventura Co Office Of Education	RAMONA	CONF- Instructional (Claudia Martinez)	145.00
P15-01482	Lakeshore Learning Materials-V	CURREN	matl/sup - Instructional	108.00
P15-01485	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-01486	Dave Bang Associates Inc	KAMALA	Materials and Supplies-Office	162.00
P15-01487	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	HAYDOCK	CONF/TRAVEL-INSTRUCTION	95.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 1 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01488	Walmart	ASSESS ACCOUN	MATL/SUP	200.00
P15-01489	Printech	ELM	materials/supplies - Instrucional	515.70
P15-01490	Walmart	ASSESS ACCOUN	MATL/SUP	194.10
P15-01491	Walmart	ASSESS ACCOUN	MATL/SUP	96.07
P15-01492	Lauren Jean Decoff Classroom Friendly Supplies	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	699.45
P15-01493	M-F Athletic Company Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	157.77
P15-01494	Achievement Products Inc	FREMONT	MATL/SUPP - INSTRUCTIONAL	45.36
P15-01495	TRI COUNTY OFFICE FURNITURE	FACILITIES	MATL/SUP	664.20
P15-01496	Walmart	ASSESS ACCOUN	MATL/SUP	200.00
P15-01497	MJP Technologies, Inc	CURREN	matl/sup - Instruction	293.76
P15-01498	COUNTY OF VENTURA	CNS	other	350.00
P15-01499	C P Bourg	GRAPHICS	Materials and Supplies	882.60
P15-01500	HSA Packaging Systems	GRAPHICS	Materials and Supplies	378.92
P15-01502	Positive Promotions	RAMONA	Mat/Sup - Instruction (Red Ribbon Week)	318.94
P15-01510	Lakeshore Learning Materials-V	RAMONA	MATL/SUP - Instructional	426.10
P15-01511	Ventura Co Office Of Education	RAMONA	CONF -Instruction (Rosa Meza)	75.00
P15-01512	Residence Inn Sacramento at Capitol Park	CNS	hotel reservation for CSNA conference	566.18
P15-01513	Blick Art Materials	CURREN	matl/sup - Instructional	625.52
P15-01515	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	156.54
P15-01516	General Binding Corp.	RAMONA	Repair - Instruction	550.00
P15-01519	SCHOOL SAFETY SOLUTION, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	567.60
P15-01520	Nimco Inc	HAYDOCK	MATLS & SUPPL-INSTRUCTIONAL	34.88
P15-01521	Concepts School & Office Furn	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	780.67
P15-01522	Hillyard Inc	RAMONA	Matl/Sup - Admin	555.66
P15-01523	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	324.00
P15-01524	Hilton Pasadena	HARRINGTON	CONF- Instructional	583.35
P15-01526	Oriental Trading Co Inc	RAMONA	Matl/Sup - social work	305.61
P15-01528	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-01531	ACSA	ED SERVICES	CONF	349.00
P15-01534	CABE	ENGLISH LEARNE	membership	103.95
P15-01535	CABE	ED SERVICES	CONF - Instruction	150.00
P15-01536	SCRIPPS NATL SPELLING BEE	HAYDOCK	SERV-INSTRUCTIONAL	130.00
P15-01537	Ventura Co Office Of Education	HAYDOCK	CONF/TRAVEL-INSTRUCTIONAL	80.00
P15-01538	Batteries Plus	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	207.32
P15-01539	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (Dr. Duran)	70.00
P15-01540	Apple Computer Inc	MCAULIFFE	Computer/Supplies	320.76
P15-01541	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-01543	California School Boards Assoc	SUPERINTENDEN	MATL/SUP	229.35
P15-01546	IXL LEARNING, INC	HAYDOCK	SERV-INSTRUCTIONAL	49.00
P15-01547	Digital Marketing Corp Digital Buyer	MCAULIFFE	Materials & Supplies-Instructional	257.20
P15-01548	Oriental Trading Co Inc	BREKKE	MATL/SUP - instructional	36.00

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ESCAPE ONLINE

Page 2 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01549	Ventura Co Office Of Education	KAMALA	Conference & Travel-Instruction	75.00
P15-01551	UPS - FREIGHT	BREKKE	MATL/SUP - Office & admin	119.10
P15-01553	Office Depot Bus Ser Div	IT	MATL/SUP	100.18
P15-01554	Best Buy	HR	MATL/SUP-EQUIP	545.34
P15-01555	Hilton Long Beach	ED SERVICES	CONF	480.99
P15-01556	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	399.77
P15-01557	Amazon Com	FREMONT	MATL/SUPP - INSTRUCTIONAL	482.66
P15-01558	Chumash Indian Museum	BREKKE	MATL/SUP - Instructional	400.00
P15-01559	Chumash Indian Museum	BREKKE	MATL/SUP - Instructional	368.00
P15-01560	Petroleum Telcom Inc DBA Telecom	KAMALA	Materials and Supplies-Office	29.97
P15-01561	Hilton San Diego Bayfront	ED SERVICES	CONF	840.98
P15-01562	Amazon Com	HAYDOCK	MATLS & SUPPL-INSTRUCTIONAL	116.00
P15-01563	Amazon Com	IT	MATL/SUP	311.47
P15-01564	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (MATH)	370.02
P15-01565	Amazon Com	HAYDOCK	MATLS/ SUPPL-INSTRUCTIONAL (ELA)	878.26
P15-01566	Amazon Com	ELM	material/supplies - Instrucional	301.17
P15-01572	3G Promotional Products	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	135.45
P15-01573	Night Hawks Custom Screen	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	412.50
P15-01575	STUMP PRINTING CO, INC SPIRITLINE	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	745.19
P15-01576	Apple Computer Inc	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	160.92
P15-01577	EMBASSY SUITES ANAHEIM SOUTH	BUSINESS	CONF	348.86
P15-01578	Southwest Airlines	HR	Travel/Conf	372.00
P15-01581	CASBO	BUSINESS	CONF	515.00
P15-01582	Palm Flex Inc	FACILITIES	SUP	662.25
P15-01583	QWIKRESPONSE Restoration and Construction	FACILITIES	RENT/LEASE/REPAIR	141.00
P15-01584	Found for Adv in Science & Ed Green Technology	FACILITIES	CONF	335.00
P15-01585	Scholastic Inc	HAYDOCK	SERV-INSTRUCTIONAL (SCIENCE)	337.50
P15-01587	Oriental Trading Co Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	198.16
P15-01589	Adam Cottle dba/ Austin & Kale n Env Consultants	FACILITIES	SERV	775.00
P15-01590	Los Angeles Co Office Of Ed	PUPIL SERVICES	CONF	400.00
P15-01592	Oriental Trading Co Inc	FREMONT	MATL/SUP - Instructional	114.86
P15-01598	Squirrels LLC	IT	SERV	500.00
P15-01601	SHI INTERNATIONAL CORP	IT	SERV	.00
P15-01602	Office Depot Bus Ser Div	KAMALA	Materials and Supplies --School Office	457.49
P15-01603	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	150.00
P15-01604	Office Depot Bus Ser Div	SAN MIGUEL	Material and Supplies-Office	26.68
P15-01605	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	80.09
P15-01606	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	33.06
P15-01607	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	69.20
P15-01609	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	655.56

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ESCAPE ONLINE

Page 3 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01610	HOSPITALITY EXPRESS LLC HOLIDAY INN EXPRESS- ONTARIO	TRANSPORTATIO	CONF/TRAVEL	409.44
P15-01612	Walmart	ASSESS ACCOUNT	MATL/SUP	200.00
P15-01613	Jones School Supply Co Inc	FREMONT	MATERIAL & SUPPLIES - "INSTRUCTIONAL"	293.25
P15-01614	Costco Wholesale	MARSHALL	MATL/SUP- Instructional	500.00
P15-01615	Smart And Final Iris Co	MARSHALL	MATL/SUP - Instructional	500.00
P15-01616	Arrowhead Drinking Water	MARSHALL	Materials & Supplies - Instructional	54.39
P15-01617	MOBY MAX	RITCHEN	SERV Instructional	599.00
P15-01618	Boxwood Technology Inc	HR	PUB(Job Posting for AP)	375.00
P15-01619	Sehi Computer Products Inc	FREMONT	"INSTRUCTIONAL" MATL/SUPP	144.72
P15-01622	Henry Schein	WAREHOUSE	Stores Supplies	477.94
P15-01624	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	730.78
P15-01625	Sams Club 6455	WAREHOUSE	Stores Supplies	245.72
P15-01629	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	196.73
P15-01630	ALCARAZ CATERING INC	RITCHEN	SUP-Instructional	324.00
P15-01632	Blick Art Materials	WAREHOUSE	Stores Supplies	743.04
P15-01634	Ventura Co Office Of Education	FREMONT	CONFERENCE - Administration (ERIKA ULTRERAS)	40.00
P15-01635	Allstate Sign & Plaque	RAMONA	Mat/Supl - School Office	320.76
P15-01636	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP-Instructional - TK - Canales	64.79
P15-01638	Edgewood Press, Inc	MARINA	MATL/SUP-Instructional	459.00
P15-01639	Brainy Toys, Inc MindWare	MARINA	MATL/SUP-Instructional	97.41
P15-01642	Scholastic Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	503.36
P15-01643	Lakeshore Learning Materials-V	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	918.27
P15-01646	Sheraton Pasadena Hotel	FACILITIES	Room for Conference for Henry Pio	223.25
P15-01649	Ventura Co Office Of Education	ASES	conf	70.00
P15-01652	Tri Counties School Personnel Attn: Belen Gonzalez, VUSD School Specialty Inc	PERSONNEL	Conf	380.00
P15-01653	School Specialty Inc	DRIFFILL	SUPP	35.28
P15-01654	Superior Sanitary Supplies	LEMONWOOD	Materials and Supplies CUSTODIAL	95.43
P15-01655	Ventura Co Star	PURCHASING	serv/legal ad/prop 39	184.80
P15-01656	Starfall Publications	SIERRA LINDA	service - Instructional	270.00
P15-01657	SCRIPPS NATL SPELLING BEE	MCAULIFFE	MATL/SUPL-Instructional	137.50
P15-01658	Soap Man	TRANSPORTATIO	supplies	25.92
P15-01660	McCarty And Sons Towing	WAREHOUSE	SERVICE	300.00
P15-01661	Amazon Com	HARRINGTON	materials & supplies - instructional	185.22
P15-01662	HOTEL CORQUE	PERSONNEL	Conf	248.16
P15-01664	IN-N-OUT BURGER FOUNDATION	HARRINGTON	materials & supplies - instructional	436.25
P15-01665	Superior Sanitary Supplies	CNS	supplies	993.38
P15-01666	Oriental Trading Co Inc	BREKKE	MATL/SUP - instructional	379.27
P15-01668	SCRIPPS NATL SPELLING BEE	SIERRA LINDA	services - Instructional	137.50
P15-01669	Pacific Southwest District - L	ASSESS ACCOUNT	CONF	625.00
P15-01670	Smart And Final Iris Co	PUPIL SERVICES	MATL/SUP	400.00
P15-01671	Pearson Education	PUPIL SERVICES	MATL/SUP	219.07
P15-01672	Pro-Ed Inc	PUPIL SERVICES	MATL/SUP	132.16
P15-01673	Super Duper Inc	PUPIL SERVICES	MATL/SUP	128.49
P15-01677	Ventura Co Office Of Education	HR	Conf	450.00

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ESCAPE ONLINE

Page 4 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01680	Starfall Publications	LEMONWOOD	SERV. - instructional	270.00
P15-01681	Labor Arbitration Institute,	HR	CONF(Jesus Vaca/1/22/15/Labor Arbitration Inst)	275.00
P15-01682	Fred Pryor Seminars	FACILITIES	CONF	79.00
P15-01683	Mwave Com	FREMONT	MAT/SUP - INSTRUCTIONAL	155.87
P15-01684	Smart And Final Iris Co	SIERRA LINDA	mat/sup - office	250.00
P15-01685	Constructive Playthings	PUPIL SERVICES	MATL/SUP	471.96
P15-01686	Smart And Final Iris Co	MCAULIFFE	MATL/SUPL-Instructional	400.00
P15-01687	Costco Wholesale	MCAULIFFE	MATL/SUPL-Instructional	400.00
P15-01689	Lauren Jean Decoff Classroom Friendly Supplies	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	310.65
P15-01690	Vocabulary Spelling City	SIERRA LINDA	Mat/sup - instructional	49.99
P15-01692	Grainger Inc	MCAULIFFE	Materials/Supplies-Instructional	636.69
P15-01693	Sinclair Sanitary Supply Inc	LEMONWOOD	MATERIALS AND SUPPLIES CUSTODIAL	162.00
P15-01694	Petroleum Telcom Inc DBA Telecom	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	953.00
P15-01695	Grainger Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	159.17
P15-01696	Home Depot Inc	ED SERVICES	MATL/SUP	862.70
P15-01697	Uline	WAREHOUSE	Stores Supplies	372.59
P15-01698	Angelus Pacific Co	MARINA	MATL/SUP-Instructional	734.40
P15-01699	Discount School Supply	RAMONA	Mat/Supl - Instruction	467.15
P15-01700	MOBY MAX	HAYDOCK	SERV-INSTRUCTIONAL	599.00
P15-01701	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	160.00
P15-01703	First Book	HAYDOCK	MATL/SUP-INSTRUCTIONAL	336.96
P15-01704	Raymond Geddes And Co Inc	KAMALA	Materials and Supplies-Instructional	124.68
P15-01705	Ventura Co Office Of Education	RAMONA	CONF - Instruction (L.Romero/A.GilMartinez)	200.00
P15-01706	Wayfair, Llc	MCAULIFFE	MATL/SUP-Instructional	557.28
P15-01707	Houghton Mifflin Harcourt	HAYDOCK	MATLS/SUPL-INSTRUCTIONAL	329.93
P15-01709	Adam Cottle dba/ Austin & Kale n Env Consultants	RISK MGMT	Professional/Co, Safety Cr	820.00
P15-01710	Athletic Stuff	HAYDOCK	MATLS/SUPL-INSTRUCTIONAL	718.88
P15-01711	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	500.00
P15-01712	Staples Direct	PURCHASING	MATLS	105.29
P15-01718	SHRED-IT USA LLC	CURREN	serv	129.60
P15-01721	School Nurse Supply Co	WAREHOUSE	Stores Supplies	861.84
P15-01722	SCRIPPS NATL SPELLING BEE	SORIA	SERV-Instructional	205.00
P15-01723	Underwood Family Farms	SORIA	SERV - Instructional	744.00
P15-01725	Marie Callender's	RAMONA	Mat/Sup - Admin	324.00
P15-01726	Soap Man	TRANSPORTATIO	SUPPLIES	459.00
P15-01727	Ventura Co Overhead Door Co	TRANSPORTATIO	SUPPLIES	125.00
P15-01728	Ventura Co Office Of Education	HR	CONF(AB1825 VCOE Training)	400.00
P15-01729	VERNIER SOFTWARE & TECH, LLC	FREMONT	MATL/SUPP - INSTRUCTION	708.48
P15-01730	Concepts School & Office Furn	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	174.45
P15-01731	Department Of Social Services	ED SERVICES	SERV	660.00
P15-01732	Lakeshore Learning Materials-V	ED SERVICES	MTLS	112.28

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ESCAPE ONLINE

Page 5 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P15-01733	Dial Security	HARRINGTON	SERV - INSTRUCTION	275.00	
P15-01734	Staples Direct	TRANSPORTATIO	SUPPLIES	41.86	
P15-01735	Scholastic Inc	MARSHALL	Mat/Sup-instructional	113.40	
P15-01736	Aswell Trophy And Engraving	MARSHALL	MATL/SUP-Instructional-Red Ribbon Week	223.56	
P15-01740	Sehi Computer Products Inc	RISK MGMT	Materials & Supplies	852.55	
P15-01741	Smart And Final Iris Co	RAMONA	Mat/Sup - Admin	216.00	
P15-01742	SCRIPPS NATL SPELLING BEE	ROSE	SERV - INSTRUCTION	137.50	
P15-01743	Best Buy	CURREN	mat/sup - Instructional	540.00	
P15-01744	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	182.52	
P15-01745	The Library Store Inc	CURREN	mat/sup - Instructional	662.71	
P15-01747	Scholastic Inc	HAYDOCK	SERV-INSTRUCTIONAL (SOCIAL SCI)	685.58	
P15-01748	Office Depot Bus Ser Div	FRANK	MATL/SUP-INTRUCTIONAL	979.21	
P15-01749	Amazon Com	CURREN	mat/sup - Instructional	121.90	
P15-01750	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	552.23	
P15-01751	Petroleum Telcom Inc DBA Telecom	SAN MIGUEL	MATL/SUP-Instructional	45.36	
P15-01753	Educational Innovations	LEMONWOOD	MATERIALS AND SUPPLIES INSTRUCTIONAL	237.33	
P15-01754	EAI Education Inc	LEMONWOOD	MATERIALS AND SUPPLIES INSTRUCTIONAL	377.83	
P15-01755	Jones School Supply Co Inc	RAMONA	Mat/Sup - Instruction (Attendance Incentives)	971.46	
P15-01756	Apperson Education Products	FRANK	MATL/SUP - Instruction	233.28	
P15-01760	Lego Education	RAMONA	Mat/Sup - Instruction	480.22	
P15-01761	Coast To Coast Computer Prod	FREMONT	MATL / SCHOOL OFFICE	384.48	
P15-01765	Demco Inc	MARSHALL	Matl & Supl-Instructional	404.87	
P15-01766	Headsets Com Inc	PUPIL SERVICES	MATL/SUP	141.59	
P15-01770	SCRIPPS NATL SPELLING BEE	FREMONT	SERV / INSTRUCTION	137.50	
P15-01771	Burrito Express Mexican Food	BREKKE	MATL/SUPP - Instructional	350.00	
P15-01772	Sprinkle Tire, Inc	WAREHOUSE	Repairs	658.89	
P15-01774	Grainger Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	159.17	
Total Number of POs			237	Total	80,576.67

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	228	76,564.04
120	CHILD DEVELOPMENT FUND	2	772.28
130	CAFETERIA FUND	7	3,240.35
Total Fiscal Year 2015			80,576.67
Total			80,576.67

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ESCAPE ONLINE

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CNP15-00031	8,989.53	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	15.13
CNP15-00037	4,972.85	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	2.13-
P15-00170	6,400.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	990.34
P15-00310	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.27-
P15-00477	797,000.00	130-4700	CAFETERIA FUND/FOOD	387,760.00-
P15-00653	370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P15-00763	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00905	50,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00906	46,816.12	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00914	20,707.13	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00915	11,704.03	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00917	29,710.23	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00918	5,401.86	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00923	12,604.34	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00924	92,731.93	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00925	26,108.99	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00926	42,314.57	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-00927	5,401.86	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00-
P15-01129	8,210.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	11,290.00-
P15-01177	536.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	190.74
P15-01287	244.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6.47-
P15-01430	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
Total PO Changes				419,362.66-

Information is further limited to: (Maximum Amount = 999.99)

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ESCAPE ONLINE

Page 7 of 7

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00044	Gold Star Foods	CNS	stores	17,864.20
CNP15-00045	Jordanos Inc	CNS	stores	2,715.08
CNP15-00046	P And R Paper Supply Co	CNS	stores	5,123.78
CNP15-00048	Gold Star Foods	CNS	stores	15,364.73
CNP15-00049	Cal Jen Sales Co	CNS	stores	1,741.82
CNP15-00050	Jordanos Inc	CNS	stores	11,622.46
CNP15-00051	P And R Paper Supply Co	CNS	stores	6,257.50
CNP15-00052	Sysco Food Services Of Ventura	CNS	stores	1,032.51
CNP15-00054	Gold Star Foods	CNS	stores	15,692.90
CNP15-00055	Jordanos Inc	CNS	stores	8,684.85
CNP15-00056	P And R Paper Supply Co	CNS	stores	7,783.47
CNP15-00057	Sysco Food Services Of Ventura	CNS	stores	3,956.13
P15-00033	USA Shade & Fabric Structures	FACILITIES	BLDG	328,159.25
P15-00423	MCGRAW HILL EDUCATION	ERC	Textbooks	9,676.45
P15-00983	School Tech Supply	ED SERVICES	EQUIP	1,725.84
P15-01409	Kamran And Co Inc	CNS	equipment	3,672.60
P15-01419	Reliable Floor Covering Co	FACILITIES	REPAIR	1,000.00
P15-01420	CLMS c/o CA League of Schools	HAYDOCK	CONF-INSTRUCTION (CLMS)	2,093.00
P15-01421	Kamran And Co Inc	CNS	equipment	24,741.50
P15-01422	Office Depot Bus Ser Div	CURREN	matl/sup - office supplies	3,240.00
P15-01425	Kamran And Co Inc	CNS	equipment	24,741.50
P15-01430	Fresh & Fabulous Cafe-Bakery	IT	MATL/SUP	1,000.00
P15-01431	Ventura Co Star	PURCHASING	SERV/#14-01 LEGAL AD	2,494.80
P15-01432	Cyber Copy Inc	PURCHASING	SERV/#14-01	2,000.00
P15-01433	Jesus Sanchez dba The Sandwich Man	ENGLISH LEARNE	materials/ DELAC meeting	1,000.00
P15-01436	Scotty Chitwood Company	FACILITIES	MATL/SUP	1,620.00
P15-01439	Sandwich Man Catering Service	ED SERVICES	materials	1,000.00
P15-01440	Dagan Sales And Marketing Inc	DRIFFILL	SUPP	2,937.18
P15-01441	SUMMIT VIEW SCHOOL	PUPIL SERVICES	SERV (JJ121301)	31,325.40
P15-01442	Apple Computer Inc	IT	MATL/SUP	99,111.60
P15-01443	Grainger Inc	ED SERVICES	MATL/SUP	1,939.60
P15-01444	Grainger Inc	ED SERVICES	MATL/SUP	1,578.75
P15-01445	Apple Computer Inc	IT	MATL/SUP	356,664.00
P15-01446	CDW G	IT	MATL/SUP	20,729.52
P15-01449	Printech	FRANK	Materials and Supplies - Instructional	4,320.00
P15-01451	Art Trek	ROSE	SERV	11,000.00
P15-01452	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JA031802)	12,255.99
P15-01453	TRI COUNTY OFFICE FURNITURE	FACILITIES	MATL/SUP	1,845.12
P15-01455	Extreme Clean	WAREHOUSE	Stores Supplies	2,295.00
P15-01457	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	13,390.65
P15-01459	MJP Technologies, Inc	IT	MATL/SUP	2,151.77
P15-01460	Dell Direct Sales Lp	IT	MATL/SUP	59,205.67
P15-01461	Dial Security	FACILITIES	SERV	78,503.16
P15-01462	Casa Pacifica	PUPIL SERVICES	SERV (RR012703)	32,760.00
P15-01463	Ventura Co Office Of Education	PUPIL SERVICES	SERV	69,120.00
P15-01464	Heritage Valley Bus Inc	PUPIL SERVICES	SERV	55,800.00
P15-01465	Ventura Co Office Of Education	PUPIL SERVICES	SERV	53,760.00

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ESCAPE ONLINE

Page 1 of 5

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01466	NHR NEWCO HOLDINGS LLC	PURCHASING	MATLS	3,485.60
P15-01467	CURVATU RE LLC KNOWLAND CONSTRUCTION SVCS	FACILITIES	BOND/BLDG/HAR DSA IOR SVCS	235,584.00
P15-01468	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/HAR MATL TEST/INSP SVCS	94,700.00
P15-01469	Peoples Education, Inc	HAYDOCK	MATLS & SUPPLY-INSTRUCTIONAL	1,182.65
P15-01472	AMERICAN READING COMPANY, INC	BREKKE	MATL/SUP - Instruction	8,654.15
P15-01479	Petroleum Telcom Inc DBA Telec om	RAMONA	Matl/Sup - School Office	1,606.40
P15-01480	Ballard and Tighe Publishers	CURREN	matl/sup - Instruction ELD	1,034.21
P15-01481	Printech	CURREN	matl/sup - Instructional	2,160.00
P15-01483	Dagan Sales And Marketing Inc	CURREN	matl/sup - Instructional	2,201.47
P15-01484	Leopaul A. Martinez Jr	CURREN	matl/sup - instructional	5,508.00
P15-01501	Professional Binding Products,	GRAPHICS	Materials and Supplies	1,008.78
P15-01503	Ventura Co Office Of Education	PUPIL SERVICES	SERV (AL060209)	18,000.00
P15-01504	Ventura Co Office Of Education	PUPIL SERVICES	SERV (EC092902)	35,844.08
P15-01505	Apple Computer Inc	FREMONT	MATL/SUPP -INSTRUCTIONAL	1,176.12
P15-01506	Westin South Coast Plaza, Cost	HAYDOCK	CONF- INSTRUCTION (CLMS/ACCOMODATIONS)	4,018.42
P15-01507	IMAGE APPAREL FOR BUSINESS	FACILITIES	Matl/Sup	1,025.11
P15-01508	Loris A Mullins Honeycomb Math	RAMONA	mat/sup - instruction	3,081.78
P15-01509	Rusco Inc	FACILITIES	MATL/SUP	52,262.00
P15-01514	Heinemann	RAMONA	Mat/Supl - Instruction	1,398.31
P15-01517	BTC LABS-VERTICAL FIVE	FACILITIES	SERV	1,020.00
P15-01518	School Employers Assoc Of Ca	BUSINESS	MEMB/CONF	3,986.00
P15-01525	Gibbs International Trucks	TRANSPORTATIO	MISC PARTS FOR BUSES	1,080.00
P15-01527	Dell Direct Sales Lp	SUPERINTENDEN	EQUIP REPL	1,240.58
P15-01529	S & S Worldwide, Inc	HAYDOCK	MATLS & SUPPL-INSTRUCTIONAL	3,496.62
P15-01530	Great Lakes Sports	HAYDOCK	MATLS & SUPPLS-INSTRUCTIONAL	2,734.83
P15-01532	Scholastic Inc	FRANK	SERV - INSTRUCTIONAL	1,382.88
P15-01533	ALTERNATIVE DIGITAL PRINTING	WAREHOUSE	Stores Supplies	1,079.57
P15-01542	CDW G	IT	MATL/SUP	34,020.00
P15-01544	TRI COUNTY OFFICE FURNITURE	ED SERVICES	MATL/SUP	3,082.10
P15-01545	Apple Computer Inc	ROSE	MATERIALS & SUP - INSTRUCTION	1,069.20
P15-01550	California Lutheran University	ENGLISH LEARNE	CONF - Instruction	1,885.00
P15-01552	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	BUSINESS	CONF	1,080.00
P15-01567	CCSESA	ED SERVICES	CONF	1,275.00
P15-01568	Dell Direct Sales Lp	ED SERVICES	EQUIP	11,780.37
P15-01569	Dell Direct Sales Lp	ED SERVICES	EQUIP	45,066.24
P15-01570	CDW G	ED SERVICES	MATL/SUP	4,041.40
P15-01571	Red Schoolhouse Software	ED SERVICES	SERV	80,400.00
P15-01574	City Of Ventura	SIERRA LINDA	serv - instructional	1,070.00
P15-01579	Loyola Marymount University	ENGLISH LEARNE	SERV	90,095.00
P15-01580	Printech	WAREHOUSE	Stores Supplies	2,130.84
P15-01586	It's Elementary	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	2,302.01

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ESCAPE ONLINE

Page 2 of 5

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01588	Capstone, Capstone Classroom	RAMONA	Matl Instruction-LCFF(per academics incentives)	10,083.96
P15-01591	Treehouse, Inc	RITCHEN	MATL/SUP, ADMINISTRATION & INSTRUCTIONAL	1,864.00
P15-01593	Apple Computer Inc	KAMALA	Material & Supplies-Instructional	2,275.56
P15-01594	Global Knowledge	IT	CONF	3,595.00
P15-01595	CDW G	IT	SERV	3,773.40
P15-01596	MCGRAW HILL EDUCATION	ERC	Textbooks	2,159.52
P15-01597	Cengage Learning, Inc	ERC	Textbooks	2,573.58
P15-01599	MJP Technologies, Inc	IT	EQUIP	1,893.30
P15-01600	California School Boards Assoc	SUPERINTENDEN	MEMB	2,969.00
P15-01608	Jordanos Inc	CNS	FFVP-Vegetable dips	11,290.00
P15-01611	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,970.68
P15-01620	Scholastic Inc	MARSHALL	MATL/SUPL - Instructional	4,277.56
P15-01621	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P15-01623	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	1,704.24
P15-01626	School Health Corporation	WAREHOUSE	Stores Supplies	1,461.89
P15-01627	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,516.97
P15-01628	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	5,689.76
P15-01631	Ventura Co Sch Self-Funding	BUDGET	Insurance/Deductible	10,000.00
P15-01633	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,954.31
P15-01637	John C. Nowell dba/ National S chool Products	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	3,005.22
P15-01640	CDW G	IT	MATL/SUPP	7,128.00
P15-01641	Coast To Coast Computer Prod	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	1,080.00
P15-01644	Markertek	IT	EQUIP	1,529.30
P15-01645	B & H Photo-Video-Pro-Audio	IT	EQUIP	3,720.36
P15-01647	Pro Cyc, Inc	IT	EQUIP	6,560.17
P15-01648	Guitar Center	ASES	instructional materials	5,000.00
P15-01650	Renaissance Learning Inc	CURREN	matl/sup - instructional	1,755.00
P15-01651	Brainpop Com Llc	CURREN	matl/sup - instructional	2,095.00
P15-01659	Xpedx Paper Co	GRAPHICS	Materials and Supplies	3,647.76
P15-01667	Cengage Learning, Inc	ERC	Materials and supplies - workbooks	24,190.00
P15-01674	JW MARRIOTT RESORT & SPA	ASSESS ACCOUN	CONF	1,111.80
P15-01675	Dell Direct Sales Lp	PUPIL SERVICES	EQUIP	2,636.28
P15-01676	CONTROLTEC INC	ED SERVICES	PREK/SERV	2,730.00
P15-01678	Red Schoolhouse Software	ASSESS ACCOUN	Travel/Conference	3,200.00
P15-01679	Tri-County GATE Council ATTN: Maryanna Gray	ED SERVICES	Conference	2,280.00
P15-01688	EORM	FACILITIES	SERV	2,850.00
P15-01691	Assistance League School	PUPIL SERVICES	SVC (MC010711)	8,820.00
P15-01702	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,034.64
P15-01708	AIR SCIENCE USA LLC	ED SERVICES	BOND/EQUIP/FUME HOODS (FRE-HAY-CHA-CUR-KAM)	30,698.88
P15-01713	Pacific Northwest Publishing	ED SERVICES	MATL/SUP	3,127.41
P15-01714	SAFE & CIVIL SCHOOLS	ED SERVICES	SERV	10,000.00
P15-01715	Shannon Diversified Inc	CNS	other services	13,059.00

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ESCAPE ONLINE

Page 3 of 5

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01716	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	2,352.24
P15-01717	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,891.65
P15-01719	Xerox	WAREHOUSE	Stores Supplies	1,620.00
P15-01720	Adam Cottle dba/ Austin & Kale n Env Consultants	RISK MGMT	Professional Consultation	1,140.00
P15-01724	Renaissance Learning Inc	SORIA	SERV-Instructional	5,536.50
P15-01737	PACIFIC INTERIORS ENTERPRISES	FACILITIES	REPAIR/MCAULIFFE PLASTER	4,000.00
P15-01738	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	EQUIP	40,193.00
P15-01739	CDW G	LEMONWOOD	Computer Supplies (over \$500) - Instructional	1,326.50
P15-01746	Shaw Hr Consulting	HR	SERV/Shaw HR Consulting	2,391.28
P15-01752	Lego Education	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	3,343.49
P15-01757	Pearson Education	ERC	Textbooks per attached	10,045.46
P15-01758	Apple Computer Inc	SIERRA LINDA	matl/sup - instructional	2,000.00
P15-01759	Renaissance Learning Inc	MCAULIFFE	SERV-Instructional	7,757.90
P15-01762	Flinn Scientific Inc	FREMONT	MATL / INTRUCTIONAL	2,999.78
P15-01763	Norcom	FRANK	Repair - Instructional	1,080.00
P15-01764	Positive Promotions	CHAVEZ	MATL/SUP – Instruction	2,177.33
P15-01767	Staples Contract & Commerical	FRANK	Materials/Supplies Instructional	11,584.23
P15-01768	Apple Computer Inc	ASES	matl/sup - instructional	3,000.00
P15-01769	Amazon Com	CURREN	matl/sup - Instuctional	2,025.00
P15-01773	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,299.50
Total Number of POs			150	
			Total	2,510,929.81

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	122	1,449,724.98
120	CHILD DEVELOPMENT FUND	1	2,730.00
130	CAFETERIA FUND	17	175,344.03
213	BOND FUND MEASURE R 2012	5	365,477.68
251	DEVELOPER FEES	5	517,653.12
Total Fiscal Year 2015			2,510,929.81
Total			2,510,929.81

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 10/01/2014 - 10/28/2014 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00044	2,063,489.72	213-5800	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	213,270.00
P14-00427	43,956.48	212-6140	BOND FUND 2006/SURVEYS	6,754.00
P14-01778	34,000.00	213-6240	BOND FUND MEASURE R 2012/PRELIMINARY TESTS	9,500.00
P14-01929	55,000.00	251-6210	DEVELOPER FEES/ARCHITECT/ENGINEERING FEES	10,000.00
P14-02506	59,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00
P15-00074	92,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00
P15-00103	16,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	8,000.00
P15-00165	25,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	4,634.15
P15-00168	20,800.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	5,000.00
P15-00210	3,760.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P15-00213	8,400.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	2,000.00
P15-00293	305,790.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	51,590.00
P15-00305	12,519.50	213-6171	BOND FUND MEASURE R 2012/ENVIRONMENTAL STUD	7,519.50
P15-00357	28,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P15-00365	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00368	378,897.13	010-6274	GENERAL FUND/OTHER CONSTRUCTION	9,997.13
P15-00530	10,820.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P15-00532	12,160.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	4,711.21
P15-00648	4,160.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00651	9,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,460.00
P15-00732	3,386.00	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	1,188.00
P15-00826	2,580.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00863	3,296.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00931	26,108.99	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	24,108.99
P15-00932	83,728.83	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	81,728.83
P15-00933	3,601.24	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,601.24
P15-00934	115,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	113,000.00
P15-00935	3,601.24	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,601.24
P15-00937	4,501.55	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,501.55
P15-00941	23,408.06	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	21,408.06
P15-00942	17,105.89	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,105.89
P15-00943	7,202.48	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,202.48
P15-00944	150,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	148,000.00
P15-00945	9,903.41	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,903.41
P15-00948	11,704.03	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,704.03
P15-01015	2,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
Total PO Changes				813,489.71

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 5 of 5

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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

EXPENDITURE TRANSFER REPORT #14-03 (Cline/Penanhoat)

The attached report contains expenditure transfer journals for the period of October 1, 2014 through October 31, 2014 for the 2014-15 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-02 as submitted.

ADDITIONAL MATERIAL

Attached: Expenditure Transfer Report #14-03 (8 pages)

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment	
GJ15-00063	62756	(015570) 010-5800-0000-0-0000-7200-001-600-0700-0	10/1/14		.00	466.68	Clear 2011/12 Bal Frwd in 9640 (Trans Loan)
GJ15-00063	62756	(017500) 010-9640-0000-0-0000-0000-000-000-0000-0	10/1/14		466.68	.00	Clear 2011/12 Bal Frwd in 9640 (Trans Loan)
GJ15-00064	62758	(016213) 010-8560-1100-0-0000-0000-000-000-0000-0	10/1/14		292,085.73	.00	CRT-20683 2013/14 4th Qtr Loterry - Clear PY
GJ15-00064	62758	(016214) 010-8560-6300-0-0000-0000-000-300-0000-0	10/1/14		277,417.43	.00	CRT-20683 2013/14 4th Qtr Loterry - Clear PY
GJ15-00064	62758	(032789) 010-9200-1100-0- - - - -	10/1/14		.00	292,085.73	CRT-20683 2013/14 4th Qtr Loterry - Clear PY
GJ15-00064	62758	(032790) 010-9200-6300-0- - - - -	10/1/14		.00	277,417.43	CRT-20683 2013/14 4th Qtr Loterry - Clear PY
GJ15-00065	62747	(001816) 010-1221-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	5,385.86	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034827) 010-1221-0000-0-0000-3120-380-910-0210-2	10/1/14		5,385.86	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027948) 010-3101-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	478.88	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034828) 010-3101-0000-0-0000-3120-380-910-0210-2	10/1/14		478.88	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027950) 010-3301-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	59.49	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034830) 010-3301-0000-0-0000-3120-380-910-0210-2	10/1/14		59.49	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027951) 010-3401-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	1.52	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034831) 010-3401-0000-0-0000-3120-380-910-0210-2	10/1/14		1.52	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027952) 010-3501-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	2.05	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034832) 010-3501-0000-0-0000-3120-380-910-0210-2	10/1/14		2.05	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027953) 010-3601-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	177.87	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034833) 010-3601-0000-0-0000-3120-380-910-0210-2	10/1/14		177.87	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027954) 010-3701-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	271.57	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034834) 010-3701-0000-0-0000-3120-380-910-0210-2	10/1/14		271.57	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(027955) 010-3751-6500-0-5001-3120-380-910-0210-2	10/1/14		.00	30.07	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(034835) 010-3751-0000-0-0000-3120-380-910-0210-2	10/1/14		30.07	.00	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(019994) 010-9110-0000-0- - - - -	10/1/14		.00	6,407.31	Sheryl Fidler Change code pos # 1035
GJ15-00065	62747	(020057) 010-9110-6500-0- - - - -	10/1/14		6,407.31	.00	Sheryl Fidler Change code pos # 1035
GJ15-00066	62749	(024197) 010-1221-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	3,674.91	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024224) 010-1221-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	6,187.36	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034615) 010-1221-0000-0-0000-3120-040-910-0210-2	10/1/14		3,674.91	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034642) 010-1221-0000-0-0000-3120-044-910-0210-2	10/1/14		6,187.36	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024198) 010-3101-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	326.34	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024225) 010-3101-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	551.40	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034616) 010-3101-0000-0-0000-3120-040-910-0210-2	10/1/14		326.34	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034643) 010-3101-0000-0-0000-3120-044-910-0210-2	10/1/14		551.40	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024200) 010-3301-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	45.65	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024227) 010-3301-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	79.28	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034618) 010-3301-0000-0-0000-3120-040-910-0210-2	10/1/14		45.65	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034645) 010-3301-0000-0-0000-3120-044-910-0210-2	10/1/14		79.28	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024201) 010-3401-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	.61	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024228) 010-3401-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	.91	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034619) 010-3401-0000-0-0000-3120-040-910-0210-2	10/1/14		.61	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034646) 010-3401-0000-0-0000-3120-044-910-0210-2	10/1/14		.91	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024202) 010-3501-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	1.57	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024229) 010-3501-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	2.74	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034620) 010-3501-0000-0-0000-3120-040-910-0210-2	10/1/14		1.57	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034647) 010-3501-0000-0-0000-3120-044-910-0210-2	10/1/14		2.74	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024203) 010-3601-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	120.61	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024230) 010-3601-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	205.37	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034621) 010-3601-0000-0-0000-3120-040-910-0210-2	10/1/14		120.61	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034648) 010-3601-0000-0-0000-3120-044-910-0210-2	10/1/14		205.37	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024204) 010-3701-6500-0-5001-3120-040-910-0210-2	10/1/14		.00	108.62	Maria Morales change code pos # 361 & 363

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31, 2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment	
GJ15-00066	62749	(024231) 010-3701-6500-0-5001-3120-044-910-0210-2	10/1/14		.00	162.95	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034622) 010-3701-0000-0-0000-3120-040-910-0210-2	10/1/14	108.62	.00	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034649) 010-3701-0000-0-0000-3120-044-910-0210-2	10/1/14	162.95	.00	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024205) 010-3751-6500-0-5001-3120-040-910-0210-2	10/1/14	.00	22.05	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(024232) 010-3751-6500-0-5001-3120-044-910-0210-2	10/1/14	.00	33.07	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034623) 010-3751-0000-0-0000-3120-040-910-0210-2	10/1/14	22.05	.00	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(034650) 010-3751-0000-0-0000-3120-044-910-0210-2	10/1/14	33.07	.00	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(019994) 010-9110-0000-0- - - - -	10/1/14	.00	11,523.44	.00	Maria Morales change code pos # 361 & 363
GJ15-00066	62749	(020057) 010-9110-6500-0- - - - -	10/1/14	11,523.44	.00	.00	Maria Morales change code pos # 361 & 363
GJ15-00067	62768	(014704) 010-5201-6500-0-5001-3120-380-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034855) 010-5201-0000-0-0000-3120-380-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029867) 010-5201-6500-0-5001-3120-054-910-0210-2	10/1/14	.00	28.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034847) 010-5201-0000-0-0000-3120-054-910-0210-2	10/1/14	28.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029875) 010-5201-6500-0-5001-3120-060-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034853) 010-5201-0000-0-0000-3120-060-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029915) 010-5201-6500-0-5001-3120-050-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034844) 010-5201-0000-0-0000-3120-050-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029933) 010-5201-6500-0-5001-3120-044-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034841) 010-5201-0000-0-0000-3120-044-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029935) 010-5201-6500-0-5001-3120-042-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034840) 010-5201-0000-0-0000-3120-042-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029937) 010-5201-6500-0-5001-3120-038-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034838) 010-5201-0000-0-0000-3120-038-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029940) 010-5201-6500-0-5001-3120-041-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034839) 010-5201-0000-0-0000-3120-041-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029950) 010-5201-6500-0-5001-3120-053-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034945) 010-5201-0000-0-0000-3120-053-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(029953) 010-5201-6500-0-5001-3120-055-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034848) 010-5201-0000-0-0000-3120-055-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034085) 010-5201-6500-0-5001-3120-056-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034849) 010-5201-0000-0-0000-3120-056-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034097) 010-5201-6500-0-5001-3120-046-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034842) 010-5201-0000-0-0000-3120-046-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034099) 010-5201-6500-0-5001-3120-066-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034854) 010-5201-0000-0-0000-3120-066-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034142) 010-5201-6500-0-5001-3120-052-910-0210-2	10/1/14	.00	42.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034846) 010-5201-0000-0-0000-3120-052-910-0210-2	10/1/14	42.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034145) 010-5201-6500-0-5001-3120-036-910-0210-2	10/1/14	.00	33.60	.00	Psychologists change code car allowance
GJ15-00067	62768	(034837) 010-5201-0000-0-0000-3120-036-910-0210-2	10/1/14	33.60	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034148) 010-5201-6500-0-5001-3120-057-910-0210-2	10/1/14	.00	70.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(034850) 010-5201-0000-0-0000-3120-057-910-0210-2	10/1/14	70.00	.00	.00	Psychologists change code car allowance
GJ15-00067	62768	(019994) 010-9110-0000-0- - - - -	10/1/14	.00	758.80	.00	Psychologists change code car allowance
GJ15-00067	62768	(020057) 010-9110-6500-0- - - - -	10/1/14	758.80	.00	.00	Psychologists change code car allowance
GJ15-00068	63086	(013811) 010-4300-7400-0-1110-1000-060-060-0000-0	10/2/14	.00	2,380.00	.00	expenditure object correction - Sierra Linda
GJ15-00068	63086	(015785) 010-5800-7400-0-1110-1000-060-060-0000-0	10/2/14	2,380.00	.00	.00	expenditure object correction - Sierra Linda
GJ15-00069	63279	(016098) 010-7310-3312-0-1110-7210-001-380-0000-0	10/3/14	4,590.00	.00	.00	Indirect Cost - Significant Disproportionate
GJ15-00069	63279	(016102) 010-7310-3332-0-1110-7210-001-380-0000-0	10/3/14	242.00	.00	.00	Indirect Cost - Significant Disproportionate
GJ15-00069	63279	(016086) 010-7310-0000-0-0000-7210-001-925-0700-0	10/3/14	.00	4,832.00	.00	Indirect Cost - Significant Disproportionate
GJ15-00069	63279	(019994) 010-9110-0000-0- - - - -	10/3/14	4,832.00	.00	.00	Indirect Cost - Significant Disproportionate

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31, 2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment	
GJ15-00069	63279	(020511) 010-9110-3312-0-	10/3/14		.00	4,590.00	Indirect Cost - Significant Disproportionate
GJ15-00069	63279	(020515) 010-9110-3332-0-	10/3/14		.00	242.00	Indirect Cost - Significant Disproportionate
GJ15-00070	63282	(013677) 010-4300-3312-0-0000-2700-001-380-0000-0	10/3/14		.00	599.23	Trsfr to R3332 to balance R3312
GJ15-00070	63282	(032743) 010-4300-3332-0-1110-2700-001-380-0000-0	10/3/14	599.23	.00		Trsfr to R3332 to balance R3312
GJ15-00070	63282	(020511) 010-9110-3312-0-	10/3/14		599.23	.00	Trsfr to R3332 to balance R3312
GJ15-00070	63282	(020515) 010-9110-3332-0-	10/3/14		.00	599.23	Trsfr to R3332 to balance R3312
GJ15-00071	63283	(013677) 010-4300-3312-0-0000-2700-001-380-0000-0	10/3/14		.11	.00	GJ14-15-00070 Correct Transfer Amount
GJ15-00071	63283	(032743) 010-4300-3332-0-1110-2700-001-380-0000-0	10/3/14		.00	.11	GJ14-15-00070 Correct Transfer Amount
GJ15-00071	63283	(020511) 010-9110-3312-0-	10/3/14		.00	.11	GJ14-15-00070 Correct Transfer Amount
GJ15-00071	63283	(020515) 010-9110-3332-0-	10/3/14		.11	.00	GJ14-15-00070 Correct Transfer Amount
GJ15-00075	63767	(015697) 010-5800-4035-0-1110-1000-001-300-0000-0	10/6/14		.00	245,000.00	P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00075	63767	(034143) 010-5800-0790-0-4760-1000-001-330-0000-0	10/6/14	145,000.00	.00		P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00075	63767	(023105) 010-5800-7405-0-1110-1000-000-300-0150-0	10/6/14		100,000.00	.00	P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00075	63767	(023193) 010-9110-0790-0-	10/6/14		.00	145,000.00	P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00075	63767	(020323) 010-9110-4035-0-	10/6/14	245,000.00	.00		P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00075	63767	(021155) 010-9110-7405-0-	10/6/14		.00	100,000.00	P15-00075 NCS Pearson to R7405 & 0790 per C.Kawaguchi
GJ15-00076	63556	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/6/14		270.53	.00	District Field Trips 10/4/14
GJ15-00076	63556	(015284) 010-5712-0790-0-4760-1000-046-046-0000-0	10/6/14		838.66	.00	District Field Trips 10/4/14
GJ15-00076	63556	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/6/14		.00	1,109.19	District Field Trips 10/4/14
GJ15-00076	63556	(019994) 010-9110-0000-0-	10/6/14	1,109.19	.00		District Field Trips 10/4/14
GJ15-00076	63556	(023193) 010-9110-0790-0-	10/6/14		.00	838.66	District Field Trips 10/4/14
GJ15-00076	63556	(020716) 010-9110-6010-0-	10/6/14		.00	270.53	District Field Trips 10/4/14
GJ15-00077	63529	(013855) 010-4300-9012-0-1110-1000-053-053-0093-9	10/6/14	411.00	.00		Correction to AR15-00528
GJ15-00077	63529	(016406) 010-8699-9012-0-0000-0000-053-053-0093-9	10/6/14		.00	411.00	Correction to AR15-00528
GJ15-00078	63530	(013855) 010-4300-9012-0-1110-1000-053-053-0093-9	10/6/14		65.00	.00	Correction to AR15-00529
GJ15-00078	63530	(016406) 010-8699-9012-0-0000-0000-053-053-0093-9	10/6/14		.00	65.00	Correction to AR15-00529
GJ15-00079	64275	(032629) 010-5200-6690-0-1110-3130-001-380-0000-0	10/8/14		.00	472.30	Resource correction for travel expense
GJ15-00079	64275	(014547) 010-5200-3312-0-1110-2100-001-380-0000-0	10/8/14	472.30	.00		Resource correction for travel expense
GJ15-00079	64275	(020511) 010-9110-3312-0-	10/8/14		.00	472.30	Resource correction for travel expense
GJ15-00079	64275	(020317) 010-9110-6690-0-	10/8/14		472.30	.00	Resource correction for travel expense
GJ15-00080	64276	(016160) 010-8181-3310-0-5001-0000-000-000-0000-0	10/8/14		29.00	.00	Clear PY Receivable to CY R3310
GJ15-00080	64276	(033060) 010-9200-3310-0-	10/8/14		.00	29.00	Clear PY Receivable to CY R3310
GJ15-00081	65009	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/13/14		101.34	.00	District F/T 10/8/14
GJ15-00081	65009	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/13/14		.00	101.34	District F/T 10/8/14
GJ15-00081	65009	(019994) 010-9110-0000-0-	10/13/14		101.34	.00	District F/T 10/8/14
GJ15-00081	65009	(020716) 010-9110-6010-0-	10/13/14		.00	101.34	District F/T 10/8/14
GJ15-00082	65178	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/13/14		374.14	.00	District Field Trips 10/9, 10/11/14
GJ15-00082	65178	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/13/14		.00	374.14	District Field Trips 10/9, 10/11/14
GJ15-00082	65178	(019994) 010-9110-0000-0-	10/13/14		374.14	.00	District Field Trips 10/9, 10/11/14
GJ15-00082	65178	(020716) 010-9110-6010-0-	10/13/14		.00	374.14	District Field Trips 10/9, 10/11/14
GJ15-00083	65213	(014550) 010-5200-4035-0-1110-1000-001-300-0000-0	10/14/14		.00	4,680.00	P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(032537) 010-5200-4035-0-0000-2700-001-300-0000-0	10/14/14		.00	1,620.00	P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(032538) 010-5200-4035-0-0000-2100-001-300-0000-0	10/14/14		.00	540.00	P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(014501) 010-5200-3010-0-1110-1000-001-300-0000-0	10/14/14	5,220.00	.00		P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(034219) 010-5200-3010-0-0000-2700-001-300-0000-0	10/14/14	1,260.00	.00		P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(032527) 010-5200-3010-0-0000-2100-001-300-0000-0	10/14/14		360.00	.00	P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(020321) 010-9110-3010-0-	10/14/14		.00	6,840.00	P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00083	65213	(020323) 010-9110-4035-0-	10/14/14	6,840.00	.00		P15-00419 RedSchIHse Sftwr Traim - Move to Title I per RD
GJ15-00084	65215	(014550) 010-5200-4035-0-1110-1000-001-300-0000-0	10/14/14		.00	15,887.88	P15-00067 OARS Conf Hotel-Move to Title I per RD

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00084	65215	(014501) 010-5200-3010-0-1110-1000-001-300-0000-0	10/14/14	11,474.58	.00	P15-00067 OARS Conf Hotel-Move to Title I per RD
GJ15-00084	65215	(034219) 010-5200-3010-0-0000-2700-001-300-0000-0	10/14/14	3,824.86	.00	P15-00067 OARS Conf Hotel-Move to Title I per RD
GJ15-00084	65215	(032527) 010-5200-3010-0-0000-2100-001-300-0000-0	10/14/14	588.44	.00	P15-00067 OARS Conf Hotel-Move to Title I per RD
GJ15-00084	65215	(020321) 010-9110-3010-0- - - - -	10/14/14	.00	15,887.88	P15-00067 OARS Conf Hotel-Move to Title I per RD
GJ15-00084	65215	(020323) 010-9110-4035-0- - - - -	10/14/14	15,887.88	.00	P15-00067 OARS Conf Hotel-Move to Title I per RD
GJ15-00085	65192	(014516) 010-5200-3010-0-1110-1000-054-054-0000-0	10/14/14	8.00	.00	Renu K. Gambhir - Exp. Reimb.
GJ15-00085	65192	(014489) 010-5200-0001-0-1110-1000-054-054-0000-0	10/14/14	.00	8.00	Renu K. Gambhir - Exp. Reimb.
GJ15-00085	65192	(019997) 010-9110-0001-0- - - - -	10/14/14	8.00	.00	Renu K. Gambhir - Exp. Reimb.
GJ15-00085	65192	(020321) 010-9110-3010-0- - - - -	10/14/14	.00	8.00	Renu K. Gambhir - Exp. Reimb.
GJ15-00086	65193	(014516) 010-5200-3010-0-1110-1000-054-054-0000-0	10/14/14	112.00	.00	Leticia Batista - Exp. Reimb.
GJ15-00086	65193	(014489) 010-5200-0001-0-1110-1000-054-054-0000-0	10/14/14	.00	112.00	Leticia Batista - Exp. Reimb.
GJ15-00086	65193	(019997) 010-9110-0001-0- - - - -	10/14/14	112.00	.00	Leticia Batista - Exp. Reimb.
GJ15-00086	65193	(020321) 010-9110-3010-0- - - - -	10/14/14	.00	112.00	Leticia Batista - Exp. Reimb.
GJ15-00087	65476	(013576) 010-4300-0001-0-1110-1000-032-032-0000-0	10/15/14	1,080.00	.00	Correction of receipt of revenue
GJ15-00087	65476	(016328) 010-8699-0001-0-0000-0000-032-032-0000-0	10/15/14	.00	1,080.00	Correction of receipt of revenue
GJ15-00088	65498	(016194) 010-8290-4203-0-0000-0000-000-330-0000-0	10/15/14	67,974.67	.00	CRT-20732 Clear PY R4203 & R5630
GJ15-00088	65498	(016196) 010-8290-5630-0-0000-0000-000-000-0000-0	10/15/14	3,439.72	.00	CRT-20732 Clear PY R4203 & R5630
GJ15-00088	65498	(033063) 010-9200-4203-0- - - - -	10/15/14	.00	67,974.67	CRT-20732 Clear PY R4203 & R5630
GJ15-00088	65498	(034292) 010-9200-5630-0- - - - -	10/15/14	.00	3,439.72	CRT-20732 Clear PY R4203 & R5630
GJ15-00089	65502	(015418) 010-5725-0001-0-1110-1000-054-054-0000-0	10/15/14	702.00	.00	Graphics transfer per A.Jenks
GJ15-00089	65502	(015502) 010-5725-0790-0-4760-1000-054-054-0000-0	10/15/14	.00	702.00	Graphics transfer per A.Jenks
GJ15-00089	65502	(019997) 010-9110-0001-0- - - - -	10/15/14	.00	702.00	Graphics transfer per A.Jenks
GJ15-00089	65502	(023193) 010-9110-0790-0- - - - -	10/15/14	702.00	.00	Graphics transfer per A.Jenks
GJ15-00090	65527	(015775) 010-5800-0790-0-4760-1000-057-057-0000-0	10/15/14	1,717.25	.00	P15-00049 tranfer per J.Nocero
GJ15-00090	65527	(015639) 010-5800-0001-0-1110-1000-057-057-0000-0	10/15/14	.00	1,717.25	P15-00049 tranfer per J.Nocero
GJ15-00090	65527	(019997) 010-9110-0001-0- - - - -	10/15/14	1,717.25	.00	P15-00049 tranfer per J.Nocero
GJ15-00090	65527	(023193) 010-9110-0790-0- - - - -	10/15/14	.00	1,717.25	P15-00049 tranfer per J.Nocero
GJ15-00091	65602	(013542) 010-4300-0000-0-1110-1000-032-032-0000-0	10/16/14	.00	275.38	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013576) 010-4300-0001-0-1110-1000-032-032-0000-0	10/16/14	275.38	.00	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013553) 010-4300-0000-0-1110-1000-046-046-0000-0	10/16/14	.00	96.98	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013583) 010-4300-0001-0-1110-1000-046-046-0000-0	10/16/14	96.98	.00	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013561) 010-4300-0000-0-1110-1000-052-052-0000-0	10/16/14	.00	48.20	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013587) 010-4300-0001-0-1110-1000-052-052-0000-0	10/16/14	48.20	.00	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013568) 010-4300-0000-0-1110-1000-057-057-0000-0	10/16/14	.00	3,230.07	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(013592) 010-4300-0001-0-1110-1000-057-057-0000-0	10/16/14	3,230.07	.00	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(019994) 010-9110-0000-0- - - - -	10/16/14	3,650.63	.00	Clear Supp Hourly transactions to Discretionary
GJ15-00091	65602	(019997) 010-9110-0001-0- - - - -	10/16/14	.00	3,650.63	Clear Supp Hourly transactions to Discretionary
GJ15-00092	65639	(032807) 130-9200-5310-0- - - - -	10/16/14	.00	518,603.38	June 2014 Federal Reimb. Correction
GJ15-00092	65639	(021006) 130-9211-5310-0- - - - -	10/16/14	518,603.38	.00	June 2014 Federal Reimb. Correction
GJ15-00093	65640	(032807) 130-9200-5310-0- - - - -	10/16/14	.00	30,259.32	June 2014 State Reimb. Correction
GJ15-00093	65640	(021006) 130-9211-5310-0- - - - -	10/16/14	30,259.32	.00	June 2014 State Reimb. Correction
GJ15-00094	65755	(030830) 010-5631-0790-0-1110-1000-044-044-0000-0	10/16/14	540.00	.00	P15-00231 transfer per A.Sugden
GJ15-00094	65755	(014987) 010-5631-0001-0-1110-1000-044-044-0000-0	10/16/14	.00	540.00	P15-00231 transfer per A.Sugden
GJ15-00094	65755	(019997) 010-9110-0001-0- - - - -	10/16/14	540.00	.00	P15-00231 transfer per A.Sugden
GJ15-00094	65755	(023193) 010-9110-0790-0- - - - -	10/16/14	.00	540.00	P15-00231 transfer per A.Sugden
GJ15-00095	65756	(001356) 010-1122-0000-0-1110-1000-032-032-0000-0	10/16/14	.00	280.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(030161) 010-1122-0001-0-1110-1000-032-032-0000-0	10/16/14	280.00	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(001370) 010-1122-0000-0-1110-1000-048-048-0000-0	10/16/14	.00	245.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(035383) 010-1122-0001-0-1110-1000-048-048-0000-0	10/16/14	245.00	.00	Correction to Supp Hrly Salary expenses

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment	
GJ15-00095	65756	(001390) 010-1122-0000-0-1110-1000-066-066-0000-0	10/16/14		.00	630.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(001399) 010-1122-0001-0-1110-1000-066-066-0000-0	10/16/14		630.00	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(001550) 010-1132-0000-0-1110-1000-048-048-0000-0	10/16/14		.00	112.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(029814) 010-1132-0001-0-1110-1000-048-048-0000-0	10/16/14		112.00	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(002391) 010-2201-0000-0-0000-8200-058-058-0000-0	10/16/14		.00	82.77	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(002412) 010-2201-0001-0-0000-8200-058-058-0000-0	10/16/14		82.77	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(003402) 010-2902-0000-0-1110-3130-055-055-0000-0	10/16/14		.00	57.38	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(035384) 010-2902-0001-0-1110-3130-055-055-0000-0	10/16/14		57.38	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(025698) 010-3101-0000-0-1110-1000-032-032-0000-0	10/16/14		.00	24.86	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(030162) 010-3101-0001-0-1110-1000-032-032-0000-0	10/16/14		24.86	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(003677) 010-3101-0000-0-1110-1000-048-048-0000-0	10/16/14		.00	31.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(031093) 010-3101-0001-0-1110-1000-048-048-0000-0	10/16/14		31.00	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(003710) 010-3101-0000-0-1110-1000-066-066-0000-0	10/16/14		.00	55.94	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026292) 010-3101-0001-0-1110-1000-066-066-0000-0	10/16/14		55.94	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(029145) 010-3202-0000-0-1110-3130-055-055-0000-0	10/16/14		.00	6.74	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026173) 010-3202-0001-0-1110-3130-055-055-0000-0	10/16/14		6.74	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(025700) 010-3301-0000-0-1110-1000-032-032-0000-0	10/16/14		.00	4.05	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(030164) 010-3301-0001-0-1110-1000-032-032-0000-0	10/16/14		4.05	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(005436) 010-3301-0000-0-1110-1000-048-048-0000-0	10/16/14		.00	5.17	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(031095) 010-3301-0001-0-1110-1000-048-048-0000-0	10/16/14		5.17	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(005469) 010-3301-0000-0-1110-1000-066-066-0000-0	10/16/14		.00	9.13	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026294) 010-3301-0001-0-1110-1000-066-066-0000-0	10/16/14		9.13	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(029144) 010-3302-0000-0-1110-3130-055-055-0000-0	10/16/14		.00	4.40	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026174) 010-3302-0001-0-1110-3130-055-055-0000-0	10/16/14		4.40	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(006057) 010-3302-0000-0-0000-8200-058-058-0000-0	10/16/14		.00	6.33	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026246) 010-3302-0001-0-0000-8200-058-058-0000-0	10/16/14		6.33	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(025702) 010-3501-0000-0-1110-1000-032-032-0000-0	10/16/14		.00	.14	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(030166) 010-3501-0001-0-1110-1000-032-032-0000-0	10/16/14		.14	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(007802) 010-3501-0000-0-1110-1000-048-048-0000-0	10/16/14		.00	.18	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(031097) 010-3501-0001-0-1110-1000-048-048-0000-0	10/16/14		.18	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(007835) 010-3501-0000-0-1110-1000-066-066-0000-0	10/16/14		.00	.33	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026296) 010-3501-0001-0-1110-1000-066-066-0000-0	10/16/14		.33	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(029147) 010-3502-0000-0-1110-3130-055-055-0000-0	10/16/14		.00	.02	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026176) 010-3502-0001-0-1110-3130-055-055-0000-0	10/16/14		.02	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(008431) 010-3502-0000-0-0000-8200-058-058-0000-0	10/16/14		.00	.04	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026248) 010-3502-0001-0-0000-8200-058-058-0000-0	10/16/14		.04	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(025703) 010-3601-0000-0-1110-1000-032-032-0000-0	10/16/14		.00	9.19	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(030167) 010-3601-0001-0-1110-1000-032-032-0000-0	10/16/14		9.19	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(009455) 010-3601-0000-0-1110-1000-048-048-0000-0	10/16/14		.00	11.72	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(031098) 010-3601-0001-0-1110-1000-048-048-0000-0	10/16/14		11.72	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(009488) 010-3601-0000-0-1110-1000-066-066-0000-0	10/16/14		.00	20.68	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026297) 010-3601-0001-0-1110-1000-066-066-0000-0	10/16/14		20.68	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(029148) 010-3602-0000-0-1110-3130-055-055-0000-0	10/16/14		.00	1.89	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026177) 010-3602-0001-0-1110-3130-055-055-0000-0	10/16/14		1.89	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(010094) 010-3602-0000-0-0000-8200-058-058-0000-0	10/16/14		.00	2.72	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(026249) 010-3602-0001-0-0000-8200-058-058-0000-0	10/16/14		2.72	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(019994) 010-9110-0000-0- - - - -	10/16/14		1,601.68	.00	Correction to Supp Hrly Salary expenses
GJ15-00095	65756	(019997) 010-9110-0001-0- - - - -	10/16/14		.00	1,601.68	Correction to Supp Hrly Salary expenses
GJ15-00096	65760	(018099) 120-8990-6130-0-0000-0000-000-000-0000-0	10/17/14		22,508.65	.00	Transfer to R6105 - Buy down reserves

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31, 2014

Journal Entry #	Link	Account #	Transaction	Debit	Credit	Comment	
			Date				
GJ15-00096	65760	(018098) 120-8990-6105-0-0000-0000-000-000-0000-0	10/17/14		.00	22,508.65	Transfer to R6105 - Buy down reserves
GJ15-00096	65760	(020328) 120-9110-6105-0- - - - -	10/17/14	22,508.65	.00		Transfer to R6105 - Buy down reserves
GJ15-00096	65760	(020123) 120-9110-6130-0- - - - -	10/17/14	.00	22,508.65		Transfer to R6105 - Buy down reserves
GJ15-00097	65761	(018098) 120-8990-6105-0-0000-0000-000-000-0000-0	10/17/14	22,508.65	.00		Clear Receivable from Reserve Transfer
GJ15-00097	65761	(032787) 120-9200-6105-0- - - - -	10/17/14	.00	22,508.65		Clear Receivable from Reserve Transfer
GJ15-00098	65827	(013501) 010-4300-0000-0-0000-2700-001-660-0790-0	10/17/14	.00	80.81		Clear 9799 Error Account
GJ15-00098	65827	(013501) 010-4300-0000-0-0000-2700-001-660-0790-0	10/17/14	.00	9.67		Clear 9799 Error Account
GJ15-00098	65827	(015573) 010-5800-0000-0-0000-7200-001-660-0790-0	10/17/14	624.75	.00		Clear 9799 Error Account
GJ15-00098	65827	(019994) 010-9110-0000-0- - - - -	10/17/14	.00	534.27		Clear 9799 Error Account
GJ15-00098	65827	(020117) 010-9110-9999-0- - - - -	10/17/14	534.27	.00		Clear 9799 Error Account
GJ15-00098	65827	(021794) 010-9799-9999-0- - - - -	10/17/14	.00	624.75		Clear 9799 Error Account
GJ15-00098	65827	(021794) 010-9799-9999-0- - - - -	10/17/14	80.81	.00		Clear 9799 Error Account
GJ15-00098	65827	(021794) 010-9799-9999-0- - - - -	10/17/14	9.67	.00		Clear 9799 Error Account
GJ15-00099	66043	(015413) 010-5725-0001-0-1110-1000-048-048-0000-0	10/20/14	347.90	.00		Publication Recharges September 2014
GJ15-00099	66043	(015406) 010-5725-0001-0-1110-1000-036-036-0000-0	10/20/14	1,331.14	.00		Publication Recharges September 2014
GJ15-00099	66043	(015407) 010-5725-0001-0-1110-1000-038-038-0000-0	10/20/14	1,521.02	.00		Publication Recharges September 2014
GJ15-00099	66043	(015409) 010-5725-0001-0-1110-1000-041-041-0000-0	10/20/14	70.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015493) 010-5725-0790-0-4760-1000-041-041-0000-0	10/20/14	106.99	.00		Publication Recharges September 2014
GJ15-00099	66043	(015410) 010-5725-0001-0-1110-1000-042-042-0000-0	10/20/14	30.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015412) 010-5725-0001-0-1110-1000-046-046-0000-0	10/20/14	416.57	.00		Publication Recharges September 2014
GJ15-00099	66043	(015414) 010-5725-0001-0-1110-1000-050-050-0000-0	10/20/14	6,866.19	.00		Publication Recharges September 2014
GJ15-00099	66043	(015415) 010-5725-0001-0-1110-1000-051-051-0000-0	10/20/14	1,090.55	.00		Publication Recharges September 2014
GJ15-00099	66043	(015417) 010-5725-0001-0-1110-1000-053-053-0000-0	10/20/14	1,389.80	.00		Publication Recharges September 2014
GJ15-00099	66043	(015418) 010-5725-0001-0-1110-1000-054-054-0000-0	10/20/14	30.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015416) 010-5725-0001-0-1110-1000-052-052-0000-0	10/20/14	45.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015420) 010-5725-0001-0-1110-1000-056-056-0000-0	10/20/14	800.22	.00		Publication Recharges September 2014
GJ15-00099	66043	(015422) 010-5725-0001-0-1110-1000-058-058-0000-0	10/20/14	1,062.79	.00		Publication Recharges September 2014
GJ15-00099	66043	(015447) 010-5725-3010-0-1110-1000-058-058-0000-0	10/20/14	1,966.02	.00		Publication Recharges September 2014
GJ15-00099	66043	(015423) 010-5725-0001-0-1110-1000-060-060-0000-0	10/20/14	238.45	.00		Publication Recharges September 2014
GJ15-00099	66043	(015448) 010-5725-3010-0-1110-1000-060-060-0000-0	10/20/14	210.30	.00		Publication Recharges September 2014
GJ15-00099	66043	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	10/20/14	456.60	.00		Publication Recharges September 2014
GJ15-00099	66043	(015365) 010-5725-0000-0-0000-7150-006-100-0020-0	10/20/14	1,963.62	.00		Publication Recharges September 2014
GJ15-00099	66043	(015372) 010-5725-0000-0-0000-7400-006-200-0030-0	10/20/14	3,618.90	.00		Publication Recharges September 2014
GJ15-00099	66043	(015371) 010-5725-0000-0-0000-7400-001-210-0690-0	10/20/14	562.46	.00		Publication Recharges September 2014
GJ15-00099	66043	(015359) 010-5725-0000-0-0000-2100-006-300-0050-0	10/20/14	40.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015428) 010-5725-3010-0-1110-1000-001-300-0000-0	10/20/14	385.52	.00		Publication Recharges September 2014
GJ15-00099	66043	(015368) 010-5725-0000-0-0000-7200-006-320-0170-0	10/20/14	16.50	.00		Publication Recharges September 2014
GJ15-00099	66043	(015450) 010-5725-3060-0-4850-1000-001-330-0LED-0	10/20/14	90.97	.00		Publication Recharges September 2014
GJ15-00099	66043	(015488) 010-5725-0790-0-4760-1000-001-330-0000-0	10/20/14	1,239.60	.00		Publication Recharges September 2014
GJ15-00099	66043	(015517) 010-5725-9005-0-0001-2100-001-335-0NFL-0	10/20/14	408.50	.00		Publication Recharges September 2014
GJ15-00099	66043	(027982) 010-5725-3312-0-1110-2700-001-380-0000-0	10/20/14	640.50	.00		Publication Recharges September 2014
GJ15-00099	66043	(015484) 010-5725-6500-0-5001-2100-001-380-0260-0	10/20/14	715.49	.00		Publication Recharges September 2014
GJ15-00099	66043	(034974) 010-5725-6500-0-5750-1190-001-380-0266-0	10/20/14	30.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015487) 010-5725-6510-0-5710-1110-380-380-0261-0	10/20/14	60.40	.00		Publication Recharges September 2014
GJ15-00099	66043	(015376) 010-5725-0000-0-0000-7700-001-350-0055-0	10/20/14	30.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015367) 010-5725-0000-0-0000-7200-001-600-0700-0	10/20/14	515.08	.00		Publication Recharges September 2014
GJ15-00099	66043	(015370) 010-5725-0000-0-0000-7390-001-610-0700-0	10/20/14	60.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(022858) 010-5725-0000-0-0000-3600-003-620-0000-0	10/20/14	240.00	.00		Publication Recharges September 2014
GJ15-00099	66043	(015514) 010-5725-8150-0-0000-8110-002-630-0740-0	10/20/14	30.00	.00		Publication Recharges September 2014

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31,2014

Journal Entry #	Link	Account #	Transaction	Debit	Credit	Comment	
			Date				
GJ15-00099	66043	(015374) 010-5725-0000-0-0000-7540-003-650-0720-0	10/20/14		372.50	.00	Publication Recharges September 2014
GJ15-00099	66043	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	10/20/14		.00	28,999.58	Publication Recharges September 2014
GJ15-00099	66043	(019994) 010-9110-0000-0- - - - -	10/20/14		21,580.52	.00	Publication Recharges September 2014
GJ15-00099	66043	(019997) 010-9110-0001-0- - - - -	10/20/14		.00	15,696.23	Publication Recharges September 2014
GJ15-00099	66043	(023193) 010-9110-0790-0- - - - -	10/20/14		.00	1,346.59	Publication Recharges September 2014
GJ15-00099	66043	(020321) 010-9110-3010-0- - - - -	10/20/14		.00	2,561.84	Publication Recharges September 2014
GJ15-00099	66043	(020330) 010-9110-3060-0- - - - -	10/20/14		.00	90.97	Publication Recharges September 2014
GJ15-00099	66043	(020511) 010-9110-3312-0- - - - -	10/20/14		.00	640.50	Publication Recharges September 2014
GJ15-00099	66043	(020057) 010-9110-6500-0- - - - -	10/20/14		.00	745.49	Publication Recharges September 2014
GJ15-00099	66043	(020060) 010-9110-6510-0- - - - -	10/20/14		.00	60.40	Publication Recharges September 2014
GJ15-00099	66043	(020087) 010-9110-8150-0- - - - -	10/20/14		.00	30.00	Publication Recharges September 2014
GJ15-00099	66043	(020326) 010-9110-9005-0- - - - -	10/20/14		.00	408.50	Publication Recharges September 2014
GJ15-00100	66006	(022623) 710-3752-9010-0-0000-6000-001-000-0000-0	10/20/14		.00	.01	correct retiree bene, Godoy
GJ15-00100	66006	(019770) 710-5809-9010-0-0000-6000-001-000-0000-0	10/20/14		.01	.00	correct retiree bene, Godoy
GJ15-00101	66788	(019994) 010-9110-0000-0- - - - -	10/22/14		385.11	.00	Corporate Payment posting correction
GJ15-00101	66788	(020090) 010-9110-9010-0- - - - -	10/22/14		.00	385.11	Corporate Payment posting correction
GJ15-00101	66788	(032665) 010-9510-0000-0- - - - -	10/22/14		.00	385.11	Corporate Payment posting correction
GJ15-00101	66788	(032877) 010-9510-9010-0- - - - -	10/22/14		385.11	.00	Corporate Payment posting correction
GJ15-00102	66798	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/22/14		111.42	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(015237) 010-5712-0005-0-0000-3140-380-380-0000-0	10/22/14		226.21	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(015310) 010-5712-9012-0-1110-1000-048-048-0093-9	10/22/14		58.58	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(015242) 010-5712-3010-0-1110-1000-042-042-0000-0	10/22/14		253.48	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(015301) 010-5712-9012-0-1110-1000-032-032-0093-9	10/22/14		265.17	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/22/14		.00	914.86	District Field Trips - Oct 2014
GJ15-00102	66798	(019994) 010-9110-0000-0- - - - -	10/22/14		914.86	.00	District Field Trips - Oct 2014
GJ15-00102	66798	(020018) 010-9110-0005-0- - - - -	10/22/14		.00	226.21	District Field Trips - Oct 2014
GJ15-00102	66798	(020321) 010-9110-3010-0- - - - -	10/22/14		.00	253.48	District Field Trips - Oct 2014
GJ15-00102	66798	(020716) 010-9110-6010-0- - - - -	10/22/14		.00	111.42	District Field Trips - Oct 2014
GJ15-00102	66798	(020096) 010-9110-9012-0- - - - -	10/22/14		.00	323.75	District Field Trips - Oct 2014
GJ15-00103	66995	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/24/14		203.30	.00	District Field Trips - ASES
GJ15-00103	66995	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/24/14		.00	203.30	District Field Trips - ASES
GJ15-00103	66995	(019994) 010-9110-0000-0- - - - -	10/24/14		203.30	.00	District Field Trips - ASES
GJ15-00103	66995	(020716) 010-9110-6010-0- - - - -	10/24/14		.00	203.30	District Field Trips - ASES
GJ15-00104	67217	(035470) 010-5714-5630-0-1110-1000-001-320-0000-0	10/27/14		.00	80.00	ipad insurance - homeless
GJ15-00104	67217	(035467) 010-5714-0150-0-1110-1000-350-350-0000-0	10/27/14		80.00	.00	ipad insurance - homeless
GJ15-00104	67217	(034910) 010-9110-0150-0- - - - -	10/27/14		.00	80.00	ipad insurance - homeless
GJ15-00104	67217	(020759) 010-9110-5630-0- - - - -	10/27/14		80.00	.00	ipad insurance - homeless
GJ15-00105	67221	(035470) 010-5714-5630-0-1110-1000-001-320-0000-0	10/27/14		80.00	.00	correction to JE 67217
GJ15-00105	67221	(035467) 010-5714-0150-0-1110-1000-350-350-0000-0	10/27/14		.00	80.00	correction to JE 67217
GJ15-00105	67221	(035468) 010-5714-5630-0-1110-1000-056-320-0000-0	10/27/14		.00	80.00	correction to JE 67217
GJ15-00105	67221	(035467) 010-5714-0150-0-1110-1000-350-350-0000-0	10/27/14		80.00	.00	correction to JE 67217
GJ15-00106	67432	(015304) 010-5712-9012-0-1110-1000-038-038-0093-9	10/27/14		76.45	.00	District F/T 10/23/14
GJ15-00106	67432	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/27/14		117.02	.00	District F/T 10/23/14
GJ15-00106	67432	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/27/14		.00	193.47	District F/T 10/23/14
GJ15-00106	67432	(019994) 010-9110-0000-0- - - - -	10/27/14		193.47	.00	District F/T 10/23/14
GJ15-00106	67432	(020716) 010-9110-6010-0- - - - -	10/27/14		.00	117.02	District F/T 10/23/14
GJ15-00106	67432	(020096) 010-9110-9012-0- - - - -	10/27/14		.00	76.45	District F/T 10/23/14
GJ15-00107	67154	(015573) 010-5800-0000-0-0000-7200-001-660-0790-0	10/27/14		541.64	.00	correct liability accts
GJ15-00107	67154	(019994) 010-9110-0000-0- - - - -	10/27/14		.00	541.64	correct liability accts

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#13-03 October 1, 2014 - October 31,2014

Journal Entry #	Link	Account #	Transaction	Debit	Credit	Comment
			Date			
GJ15-00107	67154	(020090) 010-9110-9010-0- - - - -	10/27/14		541.64	.00 correct liability accts
GJ15-00107	67154	(017138) 010-9535-9010-0-0000-0000-000-0000-0	10/27/14		.00	94.93 correct liability accts
GJ15-00107	67154	(017190) 010-9536-9010-0-0000-0000-000-0000-0	10/27/14		.00	57.53 correct liability accts
GJ15-00107	67154	(017243) 010-9538-9010-0-0000-0000-000-0000-0	10/27/14		.00	389.18 correct liability accts
GJ15-00108	67487	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	10/28/14	264.90		.00 Publication Recharges Sept. 2014
GJ15-00108	67487	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	10/28/14		.00	264.90 Publication Recharges Sept. 2014
GJ15-00108	67487	(019994) 010-9110-0000-0- - - - -	10/28/14	264.90		.00 Publication Recharges Sept. 2014
GJ15-00108	67487	(019997) 010-9110-0001-0- - - - -	10/28/14		.00	264.90 Publication Recharges Sept. 2014
GJ15-00109	67661	(015488) 010-5725-0790-0-4760-1000-001-330-0000-0	10/28/14		.00	129.15 per Dr. Arellano request
GJ15-00109	67661	(035474) 010-5725-9015-0-4760-1000-001-330-MIGR-0	10/28/14	129.15		.00 per Dr. Arellano request
GJ15-00109	67661	(023193) 010-9110-0790-0- - - - -	10/28/14	129.15		.00 per Dr. Arellano request
GJ15-00109	67661	(020105) 010-9110-9015-0- - - - -	10/28/14		.00	129.15 per Dr. Arellano request
GJ15-00110	67821	(001434) 010-1122-3110-0-4850-1000-001-330-MEES-0	10/29/14		.00	35.00 correction of Migrant payroll expense
GJ15-00110	67821	(001431) 010-1122-3061-0-4850-1000-001-330-OKED-0	10/29/14	35.00		.00 correction of Migrant payroll expense
GJ15-00110	67821	(003857) 010-3101-3110-0-4850-1000-001-330-MEES-0	10/29/14		.00	2.89 correction of Migrant payroll expense
GJ15-00110	67821	(003855) 010-3101-3061-0-4850-1000-001-330-OKED-0	10/29/14	2.89		.00 correction of Migrant payroll expense
GJ15-00110	67821	(005621) 010-3301-3110-0-4850-1000-001-330-MEES-0	10/29/14		.00	.51 correction of Migrant payroll expense
GJ15-00110	67821	(005619) 010-3301-3061-0-4850-1000-001-330-OKED-0	10/29/14	.51		.00 correction of Migrant payroll expense
GJ15-00110	67821	(007989) 010-3501-3110-0-4850-1000-001-330-MEES-0	10/29/14		.00	.02 correction of Migrant payroll expense
GJ15-00110	67821	(007986) 010-3501-3061-0-4850-1000-001-330-OKED-0	10/29/14	.02		.00 correction of Migrant payroll expense
GJ15-00110	67821	(009642) 010-3601-3110-0-4850-1000-001-330-MEES-0	10/29/14		.00	1.15 correction of Migrant payroll expense
GJ15-00110	67821	(009639) 010-3601-3061-0-4850-1000-001-330-OKED-0	10/29/14	1.15		.00 correction of Migrant payroll expense
GJ15-00110	67821	(020752) 010-9110-3061-0- - - - -	10/29/14		.00	39.57 correction of Migrant payroll expense
GJ15-00110	67821	(020754) 010-9110-3110-0- - - - -	10/29/14	39.57		.00 correction of Migrant payroll expense
GJ15-00111	68061	(018098) 120-8990-6105-0-0000-0000-000-000-0000-0	10/30/14		.00	22,508.65 Reverse GJ15-00097 S/B posted against revenue account
GJ15-00111	68061	(032787) 120-9200-6105-0- - - - -	10/30/14	22,508.65		.00 Reverse GJ15-00097 S/B posted against revenue account
GJ15-00112	68062	(018087) 120-8590-6105-0-0000-0000-000-000-0000-0	10/30/14	22,508.65		.00 Correction to GJ15-00097 Clear PY Receivable
GJ15-00112	68062	(032787) 120-9200-6105-0- - - - -	10/30/14		.00	22,508.65 Correction to GJ15-00097 Clear PY Receivable
GJ15-00113	68132	(027982) 010-5725-3312-0-1110-2700-001-380-0000-0	10/30/14		.00	640.50 Pulbication Charge Correction
GJ15-00113	68132	(015484) 010-5725-6500-0-5001-2100-001-380-0260-0	10/30/14	640.50		.00 Pulbication Charge Correction
GJ15-00113	68132	(020511) 010-9110-3312-0- - - - -	10/30/14	640.50		.00 Pulbication Charge Correction
GJ15-00113	68132	(020057) 010-9110-6500-0- - - - -	10/30/14		.00	640.50 Pulbication Charge Correction
GJ15-00114	68064	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	10/30/14	130.54		.00 District F/T ASES 10/28/14
GJ15-00114	68064	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	10/30/14		.00	130.54 District F/T ASES 10/28/14
GJ15-00114	68064	(019994) 010-9110-0000-0- - - - -	10/30/14	130.54		.00 District F/T ASES 10/28/14
GJ15-00114	68064	(020716) 010-9110-6010-0- - - - -	10/30/14		.00	130.54 District F/T ASES 10/28/14

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 11/12/2014

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

2014-2015 1st Quarter Williams VCOE Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 1st quarter of fiscal year 2014-2015.

FISCAL IMPACT

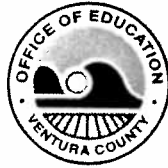
None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2014-2015 1st Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL

- Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE
- VCOE Williams Activity Report for the 1st Quarter, Fiscal Year 2014-2015



RECEIVED
OCT 20 2014
SUPERINTENDENT'S
OFFICE

Copy to: Lisa Cline ✓
Dr. Vaca ✓
Dr. Kawoguchi ✓
Dr. Morales ✓
Norma Magara ✓
Jorge Gutierrez ✓
Marikaye Phipps ✓
10-21-14

Date: October 20, 2014

To: District Superintendents

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services *PRD*

Subject: 2014-15 1st Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with schools ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 1st quarter of fiscal year 2014-15. This summary report includes an overview of our textbook and instructional materials review as well as our facilities inspection. This report does not comment on our review of teacher assignments and vacancies, audit findings related to the Williams settlement, and our review of the annual school accountability report cards. Those reviews will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, Ventura County Superintendent of Schools
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2014-15

California Education Code Section 1240 requires that the County Superintendent annually visit the 57 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index, including Quality Education Investment Act (QEIA) schools subject to "Williams" inspections. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2014-15 school year, County Office of Education inspectors visited all Williams schools to determine if sufficient textbooks or instructional materials were available and to assess the condition of the school facilities. The findings of these visits are summarized on the following 1st Quarter Activity Report for your District. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that the condition of the school facilities do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in October of 2015.

If you have any questions about the Williams Settlement process or the information contained in the attached 1st Quarter Activity Report for your District, please call Paula Driscoll, Executive Director, at 805-383-1981.

**Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2014-15**

School District: **OXNARD ELEMENTARY**

Page 1 of 4

Schools: **Chavez Elementary**

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Curren Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Driffill Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Elm Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:
Paula Driscoll, Executive Director
School Business and Advisory Services
805-383-1981

**Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2014-15**

School District: **OXNARD ELEMENTARY**

Page 2 of 4

Schools: **Harrington Elementary**

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Kamala Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Lemonwood Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Marina West Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:

Paula Driscoll, Executive Director
School Business and Advisory Services
805-383-1981

**Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2014-15**

School District: **OXNARD ELEMENTARY**

Page 3 of 4

Schools: **McKinna Elementary**

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Ramona Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Ritchen Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Rose Elementary

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:
Paula Driscoll, Executive Director
School Business and Advisory Services
805-383-1981

**Ventura County Office of Education
Williams Activity Report for the 1st Quarter
Fiscal Year 2014-15**

School District: **OXNARD ELEMENTARY**

Page 4 of 4

Schools: **Sierra Linda Elementary**

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Frank Intermediate

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Fremont Intermediate

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

Haydock Intermediate

Textbook/Instruction Materials Inspection

Finding: Students have access to sufficient quantities of textbooks and instructional materials.

Facilities Inspection

Finding: The condition of the facilities does not pose an emergency or urgent threat to the health or safety of pupils or staff.

For questions regarding this information, please contact:
Paula Driscoll, Executive Director
School Business and Advisory Services
805-383-1981

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: November 12, 2014

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES _____

LIABILITY CLAIM: VCBA06805A2 (Vaca/Magaña)

On August 26, 2014, the Oxnard School District received a Verified Claim Form from claimant, GA Services.

Claimant performed work for the District during 2009 - 2010 and payments were issued to G.A. Services Inc. On March 17, 2010, the claimant submitted a W-9 that lists GA Services as the name of the company, and is signed by the claimant. The Federal Tax I.D. number listed on the W-9 for GA Services is the same Federal Tax I.D. number listed for the G.A. Services Inc.

In February 2014, the claimant submitted a bill for \$14,000 to the District for tree trimming services. On February 4, 2014, the District received a Notice of Levy from the Employment Development Department (EDD) stating that G.A. Services Inc. owed \$14,000. Based on the W-9 on file, the District sent a check to EDD.

Claimant claims to have never been affiliated with G. A. Services Inc. He also claims that he submitted a W-9 to the District with his social security number on it. The District did not receive the W-9 with the claimant's social security number until after he was notified of the EDD Levy.

It is the recommendation of the District's liability insurance carrier to reject the claim, based upon the fact that the Federal Tax I.D. number listed on the W-9 that the claimant provided the District on March 17, 2010 and the Federal Tax I.D. number listed on the EDD Notice of Levy, are the same number.

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

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to Reject York Claim VCBA06805A2.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: November 12, 2014

- 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 _____

Approval of OSD Employment Contract for the Executive Director English Learner Services

At the direction of the Board at the regular meeting of October 15, 2014 to restore the Director of English Learner Services as Executive Director of English Learner Services, herewith as requested.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the employment contract for the Executive Director English Learner Services, as presented.

ADDITIONAL MATERIAL:

- Employment Contract

GOALS:

- *Goal 1 – Improve Communication with Community and Staff.*
- *Goal 2 – 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 4 – 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
EMPLOYMENT CONTRACT FOR THE
EXECUTIVE DIRECTOR ENGLISH LEARNER SERVICES**

This Contract is entered into to be effective the 16th day of October, 2014, by and between the Board of Trustees (“Board”) of, and on behalf of, the Oxnard School District (hereinafter, “District”), and Dr. Jairo Arellano, Executive Director, English Learner Services (hereinafter, “Executive Director”), and constitutes a bilateral and binding employment contract (hereinafter, “Contract”) between the parties. Upon execution by both parties, this Contract supersedes all other agreements between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Executive Director agree to the following:

1. **TERM OF CONTRACT:** The District hereby employs the Executive Director and the Executive Director agrees to be employed as the District’s Executive Director for a term of three (3) years commencing October 16, 2014 and ending June 30, 2017, subject to the terms and conditions set forth herein.
2. **DUTIES AND RESPONSIBILITIES**
 - 2.1 The Executive Director shall faithfully perform the duties and responsibilities of the Executive Director imposed by the laws of the state of California and as further described in the District’s job description. Such duties shall be performed under the supervision and direction of the District Superintendent.
 - 2.2 All powers and duties that may lawfully be delegated to the Executive Director are to be performed and executed by the Executive Director in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.
 - 2.3 The Executive Director shall devote his productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.
 - 2.4 The Executive Director shall have a work year consisting of 246 work days plus 15 legal and school holidays for a total of 261 days.
 - 2.5 The Executive Director shall also perform such other duties that are consistent with his position as may be assigned to his from time to time by the District Superintendent.
3. **OUTSIDE PROFESSIONAL ACTIVITIES:** The Executive Director may utilize accrued, unused vacation entitlements to undertake consultative work or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Executive

Director's performance of his duties under this Contract. The Executive Director is prohibited from engaging in any consultative work or other employment relationship with any organization or business that has done work for the District in the last twenty-four (24) months or is likely to do work for the District.

4. SALARY:

4.1 The salary of the Executive Director shall be one hundred thirty thousand dollars and no cents (\$130,000.00) per year for the term of this Contract, payable on the last working day of each calendar month at a rate not to exceed \$10,833.33 per calendar month, plus an additional \$750 annually for the Executive Director's Doctorate, and \$750 annually for mileage, commencing November 2014. The Executive Director shall receive the pro-rata share of his compensation rate for any portion of a month worked.

4.2 The Board reserves the right to increase the annual salary of the Executive Director. Increases in the annual base salary shall be merit-based and shall be dependent upon the Executive Director accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall evaluate and present a written evaluation of the Executive Director to the Board. The Board, upon the recommendation of the Superintendent, shall then decide whether salary increases are warranted.

5. HEALTH BENEFITS: In addition to the compensation and benefits described in Articles 4 and 7, the Executive Director shall also be provided with the group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board for certificated management employees.

6. SICK LEAVE: The Executive Director shall receive twelve (12) days paid sick leave per year. Upon termination or expiration of this Contract, the Executive Director shall be paid as compensation for all unused and accrued sick leave at the current per diem rate.

7. VACATION

7.1 The Executive Director shall be entitled to twenty-four (24) working days annual vacation with pay, for each year of service pursuant to this Contract, supplemented by longevity vacation days provided District management personnel. The twenty-four (24) vacation days shall be credited to the Executive Director at the beginning of each school year. The Executive Director may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed fifty-five (55) days. Any days in excess of fifty-five (55) days will be cashed out at the Executive Director's daily rate of pay and will be paid by December 1st of each year of this Contract.

7.2 In addition, the Executive Director is entitled to the same holidays granted management employees.

The current per diem rate is determined by dividing the current annual salary rate by the remainder of two hundred sixty-one days (261) minus earned vacation days and paid holidays for the year.

8. EXPENSES:

- 8.1 In accordance with its policies, the District shall reimburse the Executive Director for all actual, reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Executive Director's duties, including but not limited to expenses related to conferences, seminars and travel.
- 8.2 The Executive Director is required to possess and maintain a cellular telephone and/or PDA (personal digital assistant) combination for emergency contact purposes. The Board shall reimburse the Executive Director up to seventy-five dollars (\$75.00) per month for these expenses.
- 8.3 The Executive Director shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

9. PROFESSIONAL GROWTH

- 9.1 The District encourages the Executive Director to endeavor to continue his professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Executive Director to perform his professional duties. The Executive Director shall request permission from the Superintendent for his attendance at out-of-state meetings and periodically report to the Superintendent his appraisal of the meetings. All out-of-state travel must be approved by the Board of Trustees.
- 9.2 The District shall provide a reasonable amount of time for the Executive Director to participate in such professional growth activities.
- 9.3 The Executive Director shall provide the District with a record of his participation in any activities held outside the County and a copy of receipts for the costs involved.
- 9.4 The Executive Director shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 8.
- 9.5 The District shall pay the Executive Director annual dues to two (2) professional organizations of the Executive Director, English Learners Services choice.

10. PROFESSIONAL LIABILITY

10.1 The District agrees that it shall defend, hold harmless and indemnify the Executive Director from any demands, claims, actions, suits, or legal proceedings brought against the Executive Director for any incident arising out of the course and scope of his employment, provided, however, that if the District is providing a defense for the Executive Director on a matter which the Board deems in the best interest of the District to settle, the Executive Director agrees to assume full responsibility for his own defense should he pursue the matter.

10.2 The provisions of Article 10 shall not apply to any action brought against the Executive Director for a breach of or dispute arising out of this Contract, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

11. GOALS AND OBJECTIVES: Within six months of the effective date of this Contract, the Executive Director and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Executive Director. These goals and objectives shall be among the criteria by which the Executive Director is evaluated pursuant to Article 13 below. The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description.

12. REPORTING AND EVALUATION

12.1 The District Superintendent shall evaluate and assess, in writing, the performance of the Executive Director at least once each year during the term of this Contract. Said evaluations shall be conducted in accordance with District policies and procedures.

12.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

13. REPRESENTATION AND WARRANTIES OF EXECUTIVE DIRECTOR, ENGLISH LEARNERS SERVICES

13.1 Each party agrees that as a material inducement by the District to enter into this Contract, the Executive Director has made certain representations and warranties regarding his abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Contract.

13.2 The Executive Director represents and warrants that the oral and written information he has submitted to the District regarding his qualifications, educational achievements, and degrees is true and correct.

13.3 The Executive Director represents and warrants that he has the full authority and right to enter into this Contract without creating liability against himself and/or the District to any persons or entity not a party to this Contract.

14. TERMINATION OF EMPLOYMENT

14.1 Termination by Mutual Consent. This Contract may be terminated, during the term of the Contract, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Contract.

14.2 Termination for Cause

14.2.1 The District reserves the right to unilaterally terminate this Contract for cause and without the consent of the Executive Director. Cause under this Contract is defined as any of the following:

14.2.1.1 The failure or inability of the Executive Director to perform any substantial duties required under this Contract, including failure to meet the written Goals and Objectives.

14.2.1.2 The commission by the Executive Director of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

14.2.1.3 A substantial breach of any covenant or condition of this Contract by the Executive Director, or a substantial breach of any representation or warranty made by the Executive Director in this Contract.

14.2.1.4 The commission or omission of any act by the Executive Director that could constitute a permissible “for cause” termination under federal or California law.

14.2.2 Should the District terminate this Contract for cause, as defined above, the District shall give written notice to the Executive Director, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Contract. The decision of the Board of Trustees shall be final.

14.3 Termination At Will

14.3.1 The District reserves the right to terminate this Contract “at will,” without alleging or demonstrating cause and without the consent of the Executive Director. Any such termination shall be in writing and shall specify the effective date of the termination. The District shall be responsible for

paying the remaining compensation due on the contract at the effective date of termination up to a maximum of twelve (12) months of pay. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Contract.

- 14.3.2 The Executive Director agrees that the liquidated damages described in Article 15.3.1 constitute his sole and exclusive remedy for any “at will” termination of this Contract by the District, and that he waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.
- 14.3.3 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.1, the Executive Director shall:
 - 14.3.3.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Contract.
 - 14.3.3.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.
 - 14.3.3.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Executive Director expressly understands that section 1542 provides, in part:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him must have materially affected his settlement with the debtor.”
- 14.3.4 The Executive Director reserves the right to unilaterally terminate the Contract by delivering written notice to the District. The effective date of the termination shall be specified by the Executive Director, but shall not exceed thirty (30) days beyond the date of notice unless otherwise approved by the Board.
- 14.3.5 The District shall not be required to pay the liquidated damages described in Article 15.3.1 in the event that the Executive Director exercises his right to unilaterally terminate this Contract.

- 14.3.6 Should the Executive Director voluntarily seek employment elsewhere during the term of this Contract by accepting an interview for other employment, he shall indicate to the Superintendent in writing, his intention to do so.
15. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Contract is declared illegal or void under federal, state, or local law or regulation, the remainder of the Contract not effected by such ruling shall remain in full force and effect.
16. AMENDMENT. Any amendment to this Contract must be in writing and signed by the parties.
17. APPLICABLE LAWS. The interpretation and enforcement of this Contract shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Contract as though fully set forth at this point.
18. VENUE. If a dispute arises under this Contract, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.
19. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Contract.
22. COUNTERPARTS. The District and the Executive Director may execute this document in separate counterparts. Should that occur, the Contract is as valid and binding as if it were executed on a single copy.

IN WITNESS WHEREOF we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Contract and the Board President is authorized to execute this Contract on behalf of the Board of Trustees.

For the Board of Trustees:

By: _____
Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Executive Director, English Learner Services of the Oxnard School District.

Date of Acceptance: _____, 2014

Dr. Jairo Arellano

BOARD AGENDA ITEM

Name of Contributor: Jorge B. Gutierrez

Date of Meeting: November 12, 2014

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Title: Ratify Request to Waive Fees for Use of Facilities Permit – California State University Channel Islands (Gutierrez)

Dr. Philip D. Hampton from the California State University Channel Islands has requested a waiver of Civic Center fees for the use of Thurgood Marshall Elementary School on November 1, 2014 to hold a Science Carnival. The event provides hands-on science experiences for K – 8 grade students and their parents with the goal of increasing student’s interest in science and in pursuing science in their future education. The event has 70 hands-on-science activities conducted by Channel Islands faculty and students and by community members.

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

FISCAL IMPACT:

\$240

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees ratify the waiver of fees for California State University Channel Islands to conduct the Science Carnival

ADDITIONAL MATERIAL:

1. Copy of Letter requesting said waiver

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** November 12, 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

a four hour, 246 day Custodian, position number 6673, to be established at Elm school. This position will be established for additional support.

a five hour and forty five minute, 183 day Paraeducator II, position number 6679, to be established in the department of Pupil Services. This position will be established to support the 7th and 8th grade students.

Abolish

a five hour, 183 day Paraeducator II bilingual, position number 1284, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.

a five hour, 183 day Paraeducator II bilingual, position number 1048, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.

Increase

a three hour, 185 day Child Nutrition Worker, position number 2838, to be increased to four hours at Frank school. This position will be increased due to the increase in meal serving.

FISCAL IMPACT:

- Cost for Custodian -\$22,584 General fund
- Cost for Paraeducator II-\$21,679 Special Ed
- Savings for Paraeducator II's-\$37,412 Special Ed
- Cost for Child Nutrition Worker-\$3,539 Cafeteria

RECOMMENDATION:

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

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** November 12, 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

Mary A. Camilon	Teacher, TK/K SEI, McKinna	October 13, 2014
David B. Carlson	Teacher, 5 SEI, McKinna	October 9, 2014
Jessica Carpenter	Teacher, Science, Soria	October 7, 2014
Kim S. Evans	Teacher, 1 DLI (English), Curren	October 23, 2014
Araceli Flores	Teacher, K Support, McKinna	October 15, 2014
Stephanie Gankas	Teacher, 5 SEI, Ramona	October 13, 2014
Christina Loveall	Teacher, 1 SEI, Sierra Linda	October 22, 2014
Carol Mahoney-Earrest	Teacher, Elementary Teacher Support, Curren	October 31, 2014
Maya Monserrate	Teacher, TK/K Support, McKinna	October 30, 2014
Dawn Moreau	Teacher, K SEI, Lemonwood	October 3, 2014
Julianne Newman	Teacher, TK/K, Sierra Linda	October 21, 2014
Lorri Peterson	Teacher, K Support, Soria	October 6, 2014
Amy Roman	Teacher, 3 SEI, Sierra Linda	November 3, 2014

Ryan Boye	Substitute Teacher	2014/2015 School Year
Enrique Cazares	Substitute Teacher	2014/2015 School Year
Danielle Gabrielli	Substitute Teacher	2014/2015 School Year
Martin Gandara	Substitute Teacher	2014/2015 School Year
Alma Garcia	Substitute Teacher	2014/2015 School Year
Matthew Jackson	Substitute Teacher	2014/2015 School Year
Ignacio Mendoza	Substitute Teacher	2014/2015 School Year
Connie Moore	Substitute Teacher	2014/2015 School Year
Marilynne Parker	Substitute Teacher	2014/2015 School Year
Steven Sallee	Substitute Teacher	2014/2015 School Year
Rachel Winkley	Substitute Teacher	2014/2015 School Year

RETURN FROM 39-MO HIRELIST

Dawn Cutting	Teacher, 2 SEI, Kamala	October 21, 2014
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Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Valentina Avalos	Chavez	October 23, 2014
Rex Burke	Elm	October 30, 2014
Margarita Byrami	Elm	October 30, 2014
Davina Cardone	Sierra Linda School	November 3, 2014
Elizabeth Crews	Sierra Linda School	November 5, 2014
Marilyn Eissler	Marina West School	October 20, 2014
Judy Gorcey	Marina West School	October 20, 2014
Jennifer Huynh	McAuliffe School	November 3, 2014
Jennifer Koslow	McAuliffe School	November 3, 2014
Martha Luna	Ramona School	October 30, 2014
Martha Magana	Elm School	October 30, 2014
Jane Van Daalwyk	Marina West School	October 20, 2014

November 12, 2014

RETIREMENT POSTPONED

Venita Kay Barmore

Teacher, Sp. Education M/S, Marshall

December 20, 2014

CLASSIFIED PERSONNEL ACTIONS

November 12, 2014

New Hire

Ambriz, Rosalina	Child Nutrition Worker, Position #6547 Driffill 5.0 hrs./185 days	10/24/2014
Ayala, Louis	Child Nutrition Worker, Position #2838 Frank 3.0 hrs./185 days	9/24/2014
Cerrato, Gabriela	Child Nutrition Worker, Position #2617 Elm 4.5 hrs./185 days	10/27/2014
DeGennaro, Matthew	Senior Human Resources Analyst, Position #6298 Classified Human Resources 8.0 hrs./246 days	10/28/2014
Duenes, Rolando	Custodian, Position #6448 Driffill 4.0 hrs./246 days	11/10/2014
Gomez-Romero, Brenda	Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days	9/29/2014
Gutierrez, Carmen	Paraeducator III (B), Position #1499 Pupil Services 5.75 hrs./183 days	10/13/2014
Kim, Joan	Site Technology Technician, Position #2503 Chavez 8.0 hrs./192 days	10/13/2014
Marron, Cesar	Paraeducator III, Position #2142 Pupil Services 5.75 hrs./183 days	11/3/2014
Mendoza, Anthony	Custodian, Position #2541 Fremont 4.0 hrs./246 days	10/7/2014
Mendoza, Sandra	Site Technology Technician, Position #2836 Frank 8.0 hrs./192 days	11/03/2014
Pamatz, Aron	Paraeducator III, Position #1962 Pupil Services 5.75 hrs./183 days	10/23/2014
Ruiz, Jorge	Site Technology Technician, Position #653 McAuliffe 8.0 hrs./192 days	10/28/2014
Serratos, Juan Carlos	Custodian, Position #6450 San Miguel 4.0 hrs./246 days	10/06/2014
Solorio-Cano, Margarita	Paraeducator II (B), Position #2193 Pupil Services 5.75 hrs./183 days	10/06/2014
Thomas, Elise	Child Nutrition Worker, Position #1176 Lemonwood 5.0 hrs./185 days	10/27/2014
Vargas, Marisa	Paraeducator II (B), Position #973 & 974 Pupil Services 5.75 hrs./183 days	9/29/2014
Zarate, Norma	Mixteco Translator, Position #6064 Ed. Services 8.0 hrs./246 days	10/23/2014

Limited Term

Alfredo-Fernandez, Gabriela	Clerical	10/3/2014
Amesquita, Cathleen	Child Nutrition Worker	9/24/2014
Aramburo, Jessica	Clerical	10/27/2014
Arroyo, Martha	Child Nutrition Worker	9/26/2014
Canchola Ventura, Juan	Paraeducator	10/22/2014
Cardenas, Elisa	Child Nutrition Worker	10/27/2014
Cole-Washington, Nycole	Paraeducator	10/10/2014
Cruz Becerra, Carmen	Paraeducator	10/10/2014
Davis, Annabel	Paraeducator	10/7/2014
Espitia, Jose	Clerical	9/29/2014
Flores, Janet	Paraeducator	10/2/2014
Gayton, Edmundo	Child Nutrition Worker & Custodian	9/26/2014
Guzman, Maria	Clerical	10/3/2014
Hage, Jessica	Paraeducator	10/29/2014
Hurtado, Irma	Child Nutrition Worker	10/21/2014
Luna Jr., Armando	Clerical	9/26/2014
Luna, Maria Guadalupe	Clerical	10/7/2014

Medina, Miguel B.	Paraeducator	10/2/2014
Nateras, Nestor	Paraeducator	10/23/2014
Ortiz, Juana	Child Nutrition Worker	9/26/2014
Rodriguez, Claudia	Clerical	10/17/2014
Salas, Carmen	Child Nutrition Worker	8/15/2014
Sanchez, Marina	Child Nutrition Worker	10/6/2014
Sandoval, Beatrice	Paraeducator	10/16/2014
Santiago, Sara	Paraeducator	10/13/2014
Serratos, Osvaldo	Paraeducator	10/17/2014
Valencia, Christian	Paraeducator	10/10/2014
Villalobos, Veronica	Clerical	10/3/2014

Exempt

Amesquita, Cathleen	Campus Assistant	10/3/2014
Flores, Janet R.	Campus Assistant	10/3/2014
Franco, Becky	Campus Assistant	10/20/2014
Guevara, Christopher	Avid Tutor	9/2/2014
Owens, Hallie	Campus Assistant	10/13/2014

Promotion

Ayala, Louis	Site Technology Technician, Position #2510 McKinna 8.0 hrs./192 days	10/15/2014
	Child Nutrition Worker, Position #2838 Frank 3.0 hrs./185 days	

Increase in Hours

Carmikle, Kyle B.	Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days	10/27/2014
	Paraeducator III, Position #2000 Pupil Services 5.0 hrs./183 days	
Hernandez, Lydia	Paraeducator II, Position #1428 Pupil Services 5.75 hrs./183 days	10/27/2014
	Paraeducator II, Position #1428 Pupil Services 5.5 hrs./183 days	
Mendez, Cindy	Paraeducator II (B), Position #6581 Pupil Services 5.75 hrs./183 days	10/3/2014
	Paraeducator II (B), Position #6581 Pupil Services 5.0 hrs./183 days	
Vasquez, Maria E.	Paraeducator II, Position #1280 Pupil Services 5.75 hrs./183 days	10/20/2014
	Paraeducator II, Position #1280 Pupil Services 5.5 hrs./183 days	
Veloz, Rosario	Paraeducator II, Position #6580 Pupil Services 5.75 hrs./183 days	10/1/2014
	Paraeducator II, Position #6580 Pupil Services 5.0 hrs./183 days	

Transfer

Bautista, Ofelia	Child Nutrition Worker, Position #2220 Fremont 5.5 hrs./185 days	10/13/2014
	Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days	
Bernal, Jessica	Child Nutrition Worker, Position #1704 McKinna 5.0 hrs./185 days	10/27/2014
	Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days	
Corona, Paula	Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days	10/13/2014
	Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days	

Cruz, Norma	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days	10/13/2014
Flores, Martha	Child Nutrition Worker, Position #2176 Ritchen 5.5 hrs./185 days Child Nutrition Worker, Position #1583 Fremont 5.5 hrs./185 days	10/28/2014
Giles, Araceli	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days Preschool Assistant (B), Position #2581 Rose Ave. 3.0 hrs./183 days	11/3/2014
Gomez-Romero, Brenda	Paraeducator II (M), Position #2114 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days	10/20/2014
Guerrero, Theresa	Child Nutrition Worker, Position #2057 Ritchen 5.0 hrs./185 days Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	9/30/2014
Gutierrez, Alfredo	District Community Liaison, Position #6587 Ed. Services 8.0 hrs./246 days Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	10/13/2014
Gutierrez, Anna	Human Resources Assistant, Position #547 Certificated Human Resources 8.0 hrs./246 days Attendance Accounting Technician (B), Position #2212 Fremont 8.0 hrs./210 days	11/3/2014
Harvey, Zachary	Site Technology Technician, Position #2507 Fremont 8.0 hrs./192 days Site Technology Technician, Position #2950 Fremont 5.0 hrs./192 days	10/23/2014
Luna, Silvia	Paraeducator II (B), Position #6582 Pupil Services 5.75 hrs./183 days Instructional Assistant SDC (B), Position #1087 Marina West 5.0 hrs./183 days	11/10/2014
Perez, Patricia	Paraeducator III, Position #2117 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1628 Pupil Services 5.0 hrs./183 days	10/20/2014
<u>Return from Leave of Absence</u>		
Carmikle, Kyle	Paraeducator III, Position #2000 Pupil Services 5.0 hrs./183 days	10/13/2014
Rosen, Maureen	Library Media Technician, Position #2464 McKinna 4.0 hrs./190 days	9/2/2014
<u>Unpaid Leave of Absence</u>		
Del Moral, Lucile Nida	Child Nutrition Worker, Position #1982 Elm 4.0 hrs./185 days	10/3/2014-11/3/2014
Moreno, Angelica	Paraeducator II, Position #2952 Pupil Services 5.5 hrs./183 days	10/29/2014-8/24/2015
<u>Resignation</u>		
Bravo, Ramona	Child Nutrition Worker, Position #1583 Fremont 4.5 hrs./185 days	10/6/2014
Gomez, Guadalupe	Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days	10/8/2014

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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

RESOLUTION #14-15 PROVIDING FOR LIVING WAGE (Cline)

The Board has expressed a desire to implement a Living Wage for Oxnard School District employees. Consequently, the Administration provided a presentation on Living Wage at the October 15, 2014 Board meeting. Resolution #14-15, presented herewith for the Board's consideration, provides for the establishment of a Living Wage for all employees after the necessary negotiations with the bargaining units.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #14-15 as outlined above.

ADDITIONAL MATERIAL

Attached: Resolution #14-15 (2 pages)

RESOLUTION NO. 14-15
Oxnard School District Board of Trustees

Providing for Living Wages for Full/Part Time District Employees

WHEREAS, the Oxnard School District is a California public elementary school district with the responsibility of providing an education to children residing within the boundaries of the Oxnard School District (“District”);

WHEREAS, the District is one of the largest employers within the City of Oxnard;

WHEREAS, poverty is one of the gravest problems affecting the District’s students, thereby hindering the efforts of the District to provide a solid educational foundation;

WHEREAS, a living wage would provide an increase in employee wage earnings and promote economic growth and stability in the Oxnard community;

WHEREAS, the Board of Trustees has concluded that it is in the best interest of the Oxnard community to pay its employees, who are overwhelmingly residents of the school district, a living wage;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Effective November 13, 2014, a “living wage” will be established in the Oxnard School District that is equal to a minimum of \$12.17 per hour;
2. An employee of the District eligible for the minimum “living wage” level shall be defined as a full-time or part-time employee, regardless of the number of hours per week worked. Those that would be considered ineligible for this benefit would include: student workers, substitutes, interns, consultants, contract labor, or volunteers;
3. This practice will be reviewed annually by the Board of Trustees;
4. The District, through the appropriate collective bargaining sessions and procedures and consistent with state law shall, within no more than one year, negotiate and implement collective bargaining agreements that provide for a living wage for all District employees as defined herein;
5. This Resolution shall not be interpreted in such a way as to call for any decreases in District employee wages.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 12th day of November, 2014.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Veronica Robles-Solis, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #14-15 adopted at a regular meeting place thereof on the 12th day of November, 2014, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: November 12, 2014

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: November 12, 2014

Closed Session: _____

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

Approval of the Oxnard School District's and the Oxnard Supportive Services Association's Tentative Agreement for the 2014-2015 Collective Bargaining Agreement (Vaca)

EXECUTIVE SUMMARY (description of item):

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) have reached a tentative agreement for the 2014-15 contract years. The negotiating teams met on June 12, September 9 & 10, and October 2 & 3 at the Educational Services Center. The process utilized Interest Based Bargaining (IBB) under the facilitation of Bridgette Bodine, Interest Based Bargaining trainer and facilitator. I wish to acknowledge and thank the following team members for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process:

OSSA Bargaining Team

Andrea Bleacher, OSSA President
Brenda Muth
Monica Garcia
Annette Murguia
Jennifer Lasley
Irene Zavala

OSD District Bargaining Team

Dr. Jesus Vaca, Chief Negotiator
Lisa Cline
Marikaye Phipps
Amelia Sugden
Dr. Liam Joyce
Nadia Villapudua

The following articles were revised as indicated.

- ✓ Article 5: Work Calendar
- ✓ Article 9: Evaluations
- ✓ Article 11: Leave Provisions
- ✓ Article 16: Salaries

Article 5: The District requested OSSA approve a 3 year work calendar. After discussion and revision, OSSA agreed to a 3 year calendar.

Article 9: The District had an interest to change timelines and forms regarding evaluations. OSSA members participated in the editing and formatting of dates and language.

Article 11: Paid association leave-OSSA presented information regarding the need for additional days for paid association leave. A discussion was initiated by OSSA referencing the increase in membership by almost a third, necessitating additional days to fulfill the responsibilities of the OSSA President. After discussion, the District agreed that a 10 day increase to maintain the quality of work required by the OSSA President was reasonable. In addition, the District agreed to adjust the work assignment of the OSSA President to reflect a work load conducive to the role of the association President.

Article 16: A discussion regarding the Nurse's salary schedule concluded that there was an inequity between the Nurse with a Master's degree and other members of the bargaining unit who also have Master's degrees. Research was conducted and it was determined that Nurses with Master's degrees in other districts are significantly higher paid than in Oxnard. After discussion regarding the interest to recruit and retain qualified professionals, a proposal was presented to add a Nurse with Master's degree category to reflect parity with other OSSA members with Master's degrees. In addition, salaries include a salary schedule increase of 2.95% on-going and the new column for Nurse with Masters equating to .05% of the total compensation.

FISCAL IMPACT:

The fiscal impact of the tentative agreement for 2013-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association is \$213,828.

RECOMMENDATION:

The Administration recommends that the Board of Trustees adopt the 2014-2015 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

ADDITIONAL MATERIAL(S):

Revisions to the 2013-2016 OSD/OSSA Contract

DISTRICT GOAL(S):

- 1 - Improve Communication with Community and Staff
- 6 – Develop the Annual Budget to Support the Educational Goals of the District

9.6.1 In each of the two probationary years, the unit member's supervisor shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc) no later than ninety (90) calendar days after the commencement of duties. The evaluator shall present a written report of the observation or other evaluation data, to the unit member within fifteen (15) working days following the observation. A ~~conference~~ **meeting** shall be held between the unit member and their supervisor to discuss and review the ~~observation/data~~ **Conference Summary** report providing feedback to the unit member regarding strengths and areas for improvement. The supervisor and unit member shall sign and date the conference summary report. The unit member's signature does not necessarily indicate the unit member's agreement with the ~~report~~ **summary**. **Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.**

9.6.2 By January 31 of each year, the supervisor shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member ~~for a second conference~~ **to discuss and review the Conference Summary**. The supervisor and unit member shall sign and date the second conference summary report. The unit member's signature does not necessarily indicate the unit member's agreement with the ~~report~~ **summary**. **Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.**

9.6.4 If the probationary unit member received an Unsatisfactory or Needs to Improve on a conference summary or summative evaluation, the evaluator shall ~~make written suggestions~~ **complete the Performance Improvement Plan Form** that: 1) outlines in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) ~~what assistance shall be made~~ available to ~~assist~~ **support** the employee. The employee's progress on the improvement plan shall be reevaluated within sixty (60) ~~calendar~~ **work** days and as needed thereafter until the employee's performance is deemed to be satisfactory or until the unit member is separated from the District. The unit member shall take ~~affirmative~~ **proactive steps** ~~action~~ to correct any areas that need improvement.

9.7 Permanent Unit Members:

9.7.1 Permanent unit members shall be evaluated at least once every other school year. The unit member's supervisor shall observe the unit member and/or gather information related to the unit member's performance (e.g., reports, IEPs, etc) no later than ~~ninety (90)~~ **one hundred twenty (120)** calendar days after the commencement of duties in each evaluation year. The evaluator shall present a written ~~report~~ **summary** of the observation or other evaluation data, to the unit member within fifteen (15) ~~working~~ days following the observation. A ~~conference~~ **meeting** shall be held between the unit member and their supervisor to discuss and review the ~~observation/data report~~ **Conference Summary** providing feedback to the unit member regarding strengths and areas for improvement, if any. The supervisor and unit member shall sign and date the conference summary ~~report~~. The unit member's signature does not necessarily indicate the unit member's agreement with the ~~report~~ **summary**. **Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding**

to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.

9.7.2 If the unit member receives a needs to improve or unsatisfactory rating in the first conference summary, the supervisor shall observe the unit member and/or gather information related to the unit member's performance and shall meet with the unit member for a second conference no later than April 1 of **the evaluation** each year. The supervisor and unit member shall sign and date the second conference summary ~~report~~. The unit member's signature does not necessarily indicate the unit member's agreement with the ~~report~~ **summary**. **Within three (3) work days thereafter, the unit member shall sign the summary indicating only that he/she has read the summary, understands it and has been given the opportunity of responding to it in writing. The unit member's written response, if any, shall be attached to the summary and become a permanent part thereof.**

9.7.4 If the employee received an Unsatisfactory or Needs to Improve on their **conference summary or** summative evaluation, the evaluator shall **complete the Performance Improvement Plan Form** ~~make written suggestions and offer positive assistance aimed at achieving the needed improvement.~~ The evaluator shall: 1) outline in writing areas in need of improvement; 2) the specific steps the employee needs to take to improve; and 3) ~~what assistance shall be made available to assist~~ **support** the employee. The employee's progress on the improvement plan shall be reevaluated within ninety (90) **work** days and as needed thereafter until the employees' performance is deemed to be satisfactory. The unit member shall take ~~affirmative action~~ **proactive steps** to correct **any areas that need improvement** ~~to correct any deficiencies.~~ When any permanent employee has received an Unsatisfactory or Needs to Improve on their summative evaluation, the District shall at least annually evaluate the employee until the

employee achieves a satisfactory evaluation or is separated from the District.

OSSA Conference Summary

Employee Name:

Position:

Date of Observation or Data Review:

Site:

Check one: Probationary Year 1 Probationary Year 2 Permanent 60/90 Day Follow-Up

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

_____ Evaluator's Signature	_____ Date	_____ OSSA Member Signature	_____ Date
_____ Evaluator's Printed Name	_____	_____	_____
_____ Evaluator's Title	_____	_____	_____

OSSA EMPLOYEE PERFORMANCE IMPROVEMENT PLAN

This form must be completed when the Conference Summary or Summative Evaluation includes a rating of "Needs Improvement" or "Unsatisfactory." Employee must be re-evaluated within 60 work days for a probationary employee or 90 work days for a permanent employee.

Employee Name:

Position:

Date of Observation or Data Review:

Site:

Check one: Probationary Year 1 Probationary Year 2 Permanent 60/90 Day Follow-Up

Specific area(s) in need of improvement:

Improvement Plan with specific steps needed to improve:

Assistance available to support the employee:

I acknowledge that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement. I also understand that I have the right to respond to this report in writing within three (3) working days, and such response will be attached to and become a permanent part thereof.

_____ Evaluator's Signature	_____ Date	_____ OSSA Member Signature	_____ Date
_____ Evaluator's Printed Name	_____	_____	_____
_____ Evaluator's Title	_____	_____	_____

11.14 Paid Association Leave

~~11.14.1 The District shall provide a total of 15 days of paid association leave for the Association President or his/her designee. In addition, the Association shall provide a total of 10 days of Association leave paid for by the Association at the cost of \$5,000. The District will provide coverage for the unit member on Paid Association Leave by either allocating additional work days to that unit member (beyond their regular work calendar) or employing another unit member during those leave days. If no unit members are available, then the coverage may be provided by non-unit members. At the beginning of each school year, the Association President or his/her designee shall meet with the Assistant Superintendent of Human Resources and mutually agree on how the leave days shall be allocated for the year. For the purposes of this section, rates of pay for the Association President or his/her designee shall be the unit member's per diem rate, either for working additional days or for filling in for the Presidential leave. Such leave is available only for official Association business or conferences. The district and the Association agree that whenever possible, the Association President's duties will be scheduled to have a minimal impact upon the direct service to students.~~

11.14.1 The Association President shall be given an assignment in the District that reflects a reduced workload of 35 days. The Association President will be paid a 100% assignment, but will be allowed 35 days per year to perform Association business. The Director of Pupil Services will assign the President to an assignment based on the reduced work days. This article is intended to insure that the employee who is serving as President has an assignment that allows for the effective execution of the duties assigned as well as the Presidential position.

11.14.2 Up to 6 days per year are available for a designee of the Association President to perform Association business. If a substitute is utilized for the designee, the cost of the substitute will be split between the District and the Association 50/50.

11.14.23 Release time spent participating in Collective Bargaining **and any**

mandatory District meeting will be is excluded from the days above ~~25 days of paid~~
Association leave.

Article 16 SALARIES

16.1 Effective in the 2013-2014 school year, the District will implement a 1.565% increase on the OSSA schedule salary, with a one-time additional 4.0% increase off schedule. Effective with the 2014-15 school year, the District will implement a 2.95% increase on the OSSA salary schedule.

Oxnard Support Services Association (OSSA)
 2014-15 Proposed +2.95 effective 07/01/2014

Nurse		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 376	\$ 68,831	\$ 1,649
Step 2	\$ 395	\$ 72,206	
Step 3	\$ 414	\$ 75,776	
Step 4	\$ 435	\$ 79,546	
Step 5	\$ 456	\$ 83,531	

Nurse w/Masters*		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 423	\$ 77,490	\$ 1,844
Step 2	\$ 445	\$ 81,358	
Step 3	\$ 467	\$ 85,442	
Step 4	\$ 491	\$ 89,776	
Step 5	\$ 513	\$ 93,817	

School Counselor		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 402	\$ 73,652	\$ 1,757
Step 2	\$ 435	\$ 79,528	
Step 3	\$ 467	\$ 85,404	
Step 4	\$ 499	\$ 91,280	
Step 5	\$ 531	\$ 97,157	

Coordinator (Nurse)		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 452	\$ 94,960	\$ 2,237
Step 2	\$ 472	\$ 99,186	
Step 3	\$ 493	\$ 103,623	
Step 4	\$ 516	\$ 108,290	
Step 5	\$ 539	\$ 113,185	

Speech Therapist		Days 183	
	Daily Rate	Column	Anniversary
Step 1	\$ 423	\$ 77,489	\$ 1,844
Step 2	\$ 445	\$ 81,359	
Step 3	\$ 467	\$ 85,443	
Step 4	\$ 491	\$ 89,776	
Step 5	\$ 513	\$ 93,817	

Psychologist		Days 195	
	Daily Rate	Column	Anniversary
Step 1	\$ 458	\$ 89,226	\$ 2,108
Step 2	\$ 478	\$ 93,243	
Step 3	\$ 500	\$ 97,463	
Step 4	\$ 523	\$ 101,891	
Step 5	\$ 546	\$ 106,542	

Coordinator		Days 180	
	Daily Rate	Column	Anniversary
Step 1	\$ 452	\$ 81,394	\$ 1,931
Step 2	\$ 472	\$ 85,017	
Step 3	\$ 493	\$ 88,819	
Step 4	\$ 516	\$ 92,820	
Step 5	\$ 539	\$ 97,017	

Coordinator		Days 225	
	Daily Rate	Column	Anniversary
Step 1	\$ 452	\$ 101,742	\$ 2,389
Step 2	\$ 472	\$ 106,271	
Step 3	\$ 493	\$ 111,024	
Step 4	\$ 516	\$ 116,025	
Step 5	\$ 539	\$ 121,270	

Coordinator		Days 190	
	Daily Rate	Column	Anniversary
Step 1	\$ 444	\$ 84,370	\$ 1,998
Step 2	\$ 467	\$ 88,640	
Step 3	\$ 487	\$ 92,502	
Step 4	\$ 508	\$ 96,568	
Step 5	\$ 532	\$ 101,041	

Coordinator		Days 205	
	Daily Rate	Column	Anniversary
Step 1	\$ 442	\$ 90,592	\$ 2,138
Step 2	\$ 465	\$ 95,418	
Step 3	\$ 484	\$ 99,147	
Step 4	\$ 506	\$ 103,754	
Step 5	\$ 530	\$ 108,579	

Inactive Classifications:

- Coordinator - GATE 180 Days
- Coordinator - Reading First 180 Days
- Coordinator - Title VII Prof. Develop. 180 Days
- Coordinator - Prof. Develop. 225 Days
- Coordinator - Educational Media Tech 225 Days
- Senior Psychologist 225 Days
- Senior Speech Therapist 225 Days

*Masters must be in Nursing or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

BOARD AGENDA ITEM

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: November 12, 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 #14-141 AE Group Mechanical Engineers, Inc. (Gutierrez)

AE Group Mechanical Engineers, Inc. will provide structural, electrical and mechanical professional services including construction support for the installation of an additional 100 ton chiller at Ritchen School. Budlong & Associates conducted a HVAC Assessment Study and concluded that the existing 75 ton chiller is undersized. There is not enough capacity to provide sufficient cooling and confort to the classrooms. Study recommended installing a 100 ton chiller in order to provide the comfortable thermal environment during the peak load hours.

FISCAL IMPACT:
\$23,700.00 – Deferred Maintenance funds

RECOMMENDATION:
It is the recommendation of the Executive Director of Facilities, Engineering and Operations that the Board approve Agreement #14-141 with AE Group Mechanical Engineers, Inc. to provide professional services not to exceed \$23,700.00

- ADDITIONAL MATERIAL(S):**
- 1. Agreement 14-141
 - 2. AE Group Mechanical proposal

DISTRICT GOAL(S):
Provide Quality School Facilities to Meet the Needs of the Students and Staff.

OXNARD SCHOOL DISTRICT

Agreement #14-141

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2014 by and between the Oxnard School District ("District") and AE Group Mechanical Engineers Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **November 13, 2014 through November 12, 2015** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, shall not exceed Twenty-Three Thousand Seven Hundred Dollars (\$23,700.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: AE Group Mechanical Engineers Inc.
 838 East Front Street
 Ventura, CA 93001-2925
 Attention: Hugh McTernan
 Phone: (805) 653.1722
 Fax: (805) 653.7260

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

AE GROUP MECHANICAL ENGINEERS 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 #14-141

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-141

SERVICES

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

PER ATTACHED PROPOSAL DATED 9/26/14

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-141

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-141

COMPENSATION

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

Total Compensation Not to Exceed \$23,700.00

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly 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 \$23,700.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-141

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-141

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #14-141

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 #14-141

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-141

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

AE Group Mechanical Engineers, Inc.

838 East Front Street
Ventura, California 93001-2925
(805) 653-1722 fax (805) 653-7260
hugh@aegroupme.com

September 26, 2014

Henry Pio
Oxnard School District

SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES
EMILE RITCHEN ELEMENTARY SCHOOL CHILLER PROJECT

Dear Mr. Pio,

This letter is a formal proposed agreement and fee schedule for providing mechanical engineering services for the installation of an additional chiller at the above referenced school. This proposal is based on the Bud Long & Associates Assessment, the scope of work you provided, and the site visit last Monday. We will provide the following:

- 1. Energy & Alternative Methods Analysis**– We will perform energy calculations to determine the appropriate size for the additional chiller. These calculations will be based on current CEC Title 24 requirements and ASHRAE guidelines. Consideration will be given to the site's micro-climate and building usage. We will also review other possible practical solutions with your staff after the energy analysis is completed. It is understood that you will provide existing building, mechanical, and electrical plans for our use.
- 2. Mechanical Plans** - This will consist of drawings showing the mechanical work for the project. Included will be the installation of the chiller, piping, pump and controls as required for the integration of a new chiller to provide additional chilled water to meet the calculated cooling load. Included will be control integration diagram and sequence of operations. Also included will be written specifications for all equipment and materials and work to be performed. Preparing California 2013 Title 24 documentation is part of this proposal.
- 3. Chilled Water Piping** - We will also analyze the chilled water piping system to the air handlers and the air handler capacity. If the piping is determined to be inadequate we will prepare plans for the piping replacement. This will be a separate fee as it may not be required. We have not included in this proposal the replacement of the existing air handlers or existing Signet control systems.
- 4. Schematic Design Project Review** - After the initial engineering analysis we will prepare schematic plans for submittal to the district and then meet with Oxnard School District Staff for a review to determine the path forward.

5. Electrical and Structural Plans – We will employ licensed electrical and structural engineers to provide plans and calculations to support the chiller installation. After a review of the existing electrical service it appears that there is sufficient capacity for an additional chiller. We have assumed in this proposal that the new chiller electrical requirements does not exceed the existing electrical equipment capacity adjacent to the chiller location. This proposal does not include the cost of engineering if the existing electrical system’s capacity needs to be increased. As part of the energy analysis included in this proposal we will have the electrical engineer determine the maximum allowable additional load that can be installed on the service.

6. DSA Submittal – We will submit the plans to DSA for review, back check appointment and permitting. We will provide required DSA documentation as the project progresses and then obtain DSA close-out at the end of the project.

7. Bidding and Construction Administration – We will prepare documents for public bidding, perform construction administration including pre-bid services and job walk, submittal review, CCD preparation, RFI responses, Punch Lists , and project meetings and a minimum of four site visits.

8. As-Built Drawings – At the completion of the project the contractor will provide hand drawn as-built mark-ups to us. We will draw up the changes and provide to the school district one hard copy and a CD with AutoCad drawings.

Fee: Fixed fee of \$15,700 Items 1,2,4,5,6,7,8. Fixed fee for Item 3 \$8,000. Fee for Extra Services. Any extra services will be performed on an hourly rate basis at the following rates: principal mechanical engineer (registered) - \$170 /hr, mechanical project engineer (registered) - \$170 /hr, mechanical engineering assistant \$110/hr.

Exclusions: Existing Air Handler replacement, Campus Signet Control system replacement. Campus fire alarm or voice evacuation, DSA Access review, fire protection work. DSA inspector & testing, and any services not specifically described above. Other services can be provided: however, scope and fee would need to be negotiated.

Terms and Conditions. This work will be performed under an agreement for the provision of professional services between AE Group Mechanical Engineers, Inc. (Engineer) and Oxnard School District (Client), with the understanding that the following terms and conditions apply:

Payment Schedule. We will invoice you periodically for services performed. Payments are due upon presentation.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Engineer, and his employees, agents, and subconsultants from and against any and all claims, damages, liability or cost, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with this project or the performance, by any of the parties above named, of the services under this Agreement, excepting only those damages, liabilities or costs to the extent caused by the sole negligence of the Engineer.

Jobsite Safety: The Client agrees that neither the professional activities of the Engineer, nor the presence of the Engineer or his employees, agents, and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

Construction Observation: The Engineer will visit the project when requested by Client to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Termination: Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party 14 days prior written notice. The Client shall within 30 days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination.

Mediation: In an effort to resolve any claims or conflicts that arise during the design or construction of the Project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We look forward to working with you. If you have any questions, please call.

Sincerely,

Hugh McTernan

_____ agreed _____ date _____
AE Group Mechanical Engineers, Inc. Oxnard School District

AEGME/mos

BOARD AGENDA ITEM

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: November 12, 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 #14-146 DC Architects (Gutierrez)

DC Architects will provide design services for the Kitchen Hood/Ansell Upgrades at Curren, Marina West and Rose Avenue Schools. Based on the County Environmental Health Department's Food Program Inspection Reports, Kitchen Hoods do not comply with the current Health Codes.

FISCAL IMPACT:

\$3,705 Williams Act Funds

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities, Engineering and Operations that the Board approve Agreement #14-146 with DC Architects to provide professional services not to exceed \$3,705.00

ADDITIONAL MATERIAL(S):

1. DC Architects' proposals
2. Agreement #14-146

DISTRICT GOAL(S):

Provide Quality School Facilities to Meet the Needs of the Students and Staff.

OXNARD SCHOOL DISTRICT

Agreement #14-146

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 12th day of November, 2014 by and between the Oxnard School District (“District”) and DC Architects (“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 **November 13, 2014 through September 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, shall not exceed Three Thousand Seven Hundred Five Dollars (\$3,705.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

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

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

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

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

To Consultant: DC Architects
820 N. Mountain Ave., Suite 200
Upland, CA 91786
Attention: Alan Camerano
Phone: (800) 985.6939
Fax: (909) 985.0864

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

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

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

26. **Administration.** JORGE GUTIERREZ shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DC ARCHITECTS:

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 #14-146

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-146

SERVICES

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

PER ATTACHED PROPOSALS DATED 10/10/14

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

PER ATTACHED PROPOSALS DATED 10/10/14

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-146

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-146

COMPENSATION

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

Total Compensation Not to Exceed \$3,705.00

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

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

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

IV. The total compensation for the Services shall not exceed \$3,705.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-146

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-146

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 #14-146

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 #14-146

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-146

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



EXHIBIT “A”

HOURLY RATE FEE SCHEDULE

January 2014

For extra services or special projects and where it is difficult to establish in advance a definitive list of services required, our fees may be negotiated or our services may be provided on the basis of the following hourly rates of compensation for each classification of employee.

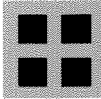
DC Architects – Hourly Billing Rate Schedule

Principal	\$270.00
Senior Project Architect/Senior Project Manager	\$220.00
Project Architect/Project Manager	\$200.00
Project Designer	\$195.00
Specification Writer	\$180.00
Construction Administrator	\$180.00
Architect	\$180.00
Job Captain	\$170.00
Senior Drafter	\$150.00
CADD Drafter/Drafter	\$140.00
Clerical/Administrative	\$90.00
CADD Equipment Rate	\$70.00

Plus 1.10 multiplied by the amount billed the Architect for services of professional consultants

Reimbursable expenses, including but not limited to, consultants and all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect at cost plus 10%

The above rates are subject to DC Architects' annual adjustment on January 1st.



October 10, 2014

Larry Cross
Assistant Director of Facilities

Oxnard School District
Operation Service Center
1055 South C Street
Oxnard, CA. 93030

RE: Existing Kitchen Hood/Ansell Upgrade at Curren Elementary School

Dear Larry

Based on our meeting regarding the existing Kitchen at the above-mentioned site, we are pleased to provide architectural services for the Kitchen Hood/Ansell Upgrade at this site. The scope of work will consist of the following:

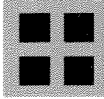
1. Draw an as-built Kitchen indicating built-in Kitchen Equipment plan for the Ventura County Health Department Approval.
2. Draw a new kitchen plan indicating the new hood and Ansell system for the Ventura County Health Department Approval.

DC Architects will not be required to submit the plans to DSA and to the Ventura County Health Department for approval. The District will be seeking only the Ventura County Health Department approval and will submit the plans prepared by DCA to obtain the Health Departments approval.

DC Architects will measure the existing Kitchen and draw up plans to represent the existing condition and the new Kitchen Hood/Ansell System based on the Hood/Ansell product Data provided by the Oxnard School District. No Structural, Mechanical, Plumbing and Electrical drawings will be required for submission to the Ventura County Health Department for approval.

Our fee will be on an hourly rate of \$195.00 per hour (fee schedule attached). We anticipate seven (7) hours or a total not to exceed \$1,365.00. If it is concluded that additional Architectural and or Engineering will be required, the fee for these services will be determined, at that time.

Reimbursable expenses shall include, but not limited to, printing and shipping cost, Health Department fees or any required agency fees required. All costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect will be at a rate of cost plus 10%.



DC | ARCHITECTS

If this is acceptable, please indicate by signing below.

If you have any questions, please give me a call.

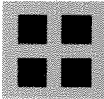
Sincerely,

Oxnard School District

Alan Camerano
C.O.O.

Larry Cross Asst. Director of Facilities

Cc: Richard Duncan DC Architects
Vicki Faraher DC Architects



DC | ARCHITECTS

October 10, 2014

Larry Cross
Assistant Director of Facilities

Oxnard School District
Operation Service Center
1055 South C Street
Oxnard, CA. 93030

RE: Existing Kitchen Hood/Ansell Upgrade at Marina West Elementary School

Dear Larry

Based on our meeting regarding the existing Kitchen at the above-mentioned site, we are pleased to provide architectural services for the Kitchen Hood/Ansell Upgrade at this site. The scope of work will consist of the following:

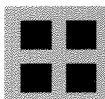
1. Draw an as-built Kitchen indicating built-in Kitchen Equipment plan for the Ventura County Health Department Approval.
2. Draw a new kitchen plan indicating the new hood and Ansell system for the Ventura County Health Department Approval.

DC Architects will not be required to submit the plans to DSA and to the Ventura County Health Department for approval. The District will be seeking only the Ventura County Health Department approval and will submit the plans prepared by DCA to obtain the Health Departments approval.

DC Architects will measure the existing Kitchen and draw up plans to represent the existing condition and the new Kitchen Hood/Ansell System based on the Hood/Ansell product Data provided by the Oxnard School District. No Structural, Mechanical, Plumbing and Electrical drawings will be required for submission to the Ventura County Health Department for approval.

Our fee will be on an hourly rate of \$195.00 per hour (fee schedule attached). We anticipate six (6) hours or a total not to exceed \$1,170.00. If it is concluded that additional Architectural and or Engineering will be required, the fee for these services will be determined, at that time.

Reimbursable expenses shall include, but not limited to, printing and shipping cost, Health Department fees or any required agency fees required. All costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect will be at a rate of cost plus 10%.



DC | ARCHITECTS

If this is acceptable, please indicate by signing below.

If you have any questions, please give me a call.

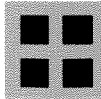
Sincerely,

Oxnard School District

Alan Camerano
C.O.O.

Larry Cross Asst. Director of Facilities

Cc: Richard Duncan DC Architects
Vicki Faraher DC Architects



DC | ARCHITECTS

October 10, 2014

Larry Cross
Assistant Director of Facilities

Oxnard School District
Operation Service Center
1055 South C Street
Oxnard, CA. 93030

RE: Existing Kitchen Hood/Ansell Upgrade at Rose Avenue Elementary School

Dear Larry

Based on our meeting regarding the existing Kitchen at the above-mentioned site, we are pleased to provide architectural services for the Kitchen Hood/Ansell Upgrade at this site. The scope of work will consist of the following:

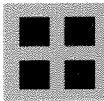
1. Draw an as-built Kitchen indicating built-in Kitchen Equipment plan for the Ventura County Health Department Approval.
2. Draw a new kitchen plan indicating the new hood and Ansell system for the Ventura County Health Department Approval.

DC Architects will not be required to submit the plans to DSA and to the Ventura County Health Department for approval. The District will be seeking only the Ventura County Health Department approval and will submit the plans prepared by DCA to obtain the Health Departments approval.

DC Architects will measure the existing Kitchen and draw up plans to represent the existing condition and the new Kitchen Hood/Ansell System based on the Hood/Ansell product Data provided by the Oxnard School District. No Structural, Mechanical, Plumbing and Electrical drawings will be required for submission to the Ventura County Health Department for approval.

Our fee will be on an hourly rate of \$195.00 per hour (fee schedule attached). We anticipate six (6) hours or a total not to exceed \$1,170.00. If it is concluded that additional Architectural and or Engineering will be required, the fee for these services will be determined, at that time.

Reimbursable expenses shall include, but not limited to, printing and shipping cost, Health Department fees or any required agency fees required. All costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect will be at a rate of cost plus 10%.



DC | ARCHITECTS

If this is acceptable, please indicate by signing below.

If you have any questions, please give me a call.

Sincerely,

Oxnard School District

Alan Camerano
C.O.O.

Larry Cross Asst. Director of Facilities

Cc: Richard Duncan DC Architects
Vicki Faraher DC Architects



EXHIBIT "A"

HOURLY RATE FEE SCHEDULE

January 2014

For extra services or special projects and where it is difficult to establish in advance a definitive list of services required, our fees may be negotiated or our services may be provided on the basis of the following hourly rates of compensation for each classification of employee.

DC Architects – Hourly Billing Rate Schedule

Principal	\$270.00
Senior Project Architect/Senior Project Manager	\$220.00
Project Architect/Project Manager	\$200.00
Project Designer	\$195.00
Specification Writer	\$180.00
Construction Administrator	\$180.00
Architect	\$180.00
Job Captain	\$170.00
Senior Drafter	\$150.00
CADD Drafter/Drafter	\$140.00
Clerical/Administrative	\$90.00
CADD Equipment Rate	\$70.00

Plus 1.10 multiplied by the amount billed the Architect for services of professional consultants

Reimbursable expenses, including but not limited to, consultants and all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect at cost plus 10%

The above rates are subject to DC Architects' annual adjustment on January 1st.

-

Board Agenda Item

NAME OF CONTRIBUTOR: Jorge B. Gutierrez **DATE OF MEETING:** November 12, 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 Proposal #13-162-002 to Agreement #13-162 SVA Architects (formerly MVE Institutional - Design Services for Flooring Repair at Marshall School (Gutierrez)

On December 11, 2013, the Board of Trustees approved Owner/ Architect Master Agreement #13-162 with MVE Institutional (now SVA Architects) for architectural services as requested for miscellaneous project at various sites. Under this Agreement, each scope of work requires Board approval and a separate proposed agreement for payment.

To comply with this requirement, the Board is requested to approve Proposal #13-162-002 to provide the professional design services for floor repair at Marshall School, per the Terms & Conditions of Master Agreement #13-162: The professional services include; construction documents; bid & award; and construction administration.

FISCAL IMPACT:

\$43,000- General Funds

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Proposal #13-162-002 to Agreement #13-162 with SVA Architects (formerly MVE Institutional), per the terms & conditions of Master Agreement #13-162, in the amount not to exceed \$43,000.

ADDITIONAL MATERIAL:

1. Proposal #13-162-002 SVA Architects (formerly MVE Institutional)
2. Master Agreement #13- 162, MVE Institutional (now SVA Architects)



October 22, 2014

Mr. Jorge Gutierrez, Director of Facilities

Oxnard School District

1055 South C Street

Oxnard, CA 93030

Re: **Proposal for Oxnard School District
Flooring Repairs at Marshall Elementary School**

Dear Mr. Gutierrez:

SVA Architects, Inc. ("SVA") is pleased to submit our proposal to **Oxnard School District** ("OSD" or "District") for the Flooring Repair work at Marshall Elementary School (MES), located at 2900 Thurgood Marshall Drive, Oxnard, CA 93036.

Our proposal is based on documents provided by the District via email on October 13, 2014:

- An assessment report provided by Rasmussen & Associates, which includes a Report of Floor Slab Moisture Testing (dated December 16, 2013)
- A replacement price quote/proposal from DaPra Costing Consultant (dated April 22, 2014)

I. **Project Background** (Based on Provided Documents)

MES was completed in March 2004 and apparent moisture related deterioration of vinyl composition tile was observed. In January 2013, the District retained a consultant to perform calcium chloride concrete substrate moisture, in-situ relative humidity probe and pH testing of the concrete substrate on grade slabs. Rasmussen visited the campus in November 2013 to do more observation and testing. Their conclusion was:

- A. Concrete floor slabs at MES are experiencing elevated moisture emission, relative humidity, and alkalinity levels that exceed industry standards.
- B. The existing flooring must be removed, cracks in the concrete floor slab should be filled, the slab should be sealed to prevent further moisture migration, and new flooring should be installed.
- C. Because moisture levels exceed flooring manufacture's limits a topical moisture-mitigation coating should be installed. Two-component resin-based moisture mitigation coatings or other mitigation systems such as penetrating surface treatments can be used. The moisture-mitigation coating should have a permeance of 0.1 perms or less when tested at the manufacturer's recommended thickness.



II. Scope of Work

SVA will provide Construction Documents (plans and specifications) for areas affected (Building 1-8) per the report. The design team will generate these bid documents, support the District during the bid process, and provide construction observation for the repair process.

District to provide as-built drawings, preferably AutoCAD files if available. Project is not anticipating DSA or any governmental agency review at this time.

III. Compensation

A. The proposed fee for the scope of work described above is a lump sum fee of **Forty-Three Thousand Dollars. (\$43,000.00)** with the following breakdown:

- Construction Documents \$24,800.00
- Bid & Award \$4,550.00
- Construction Observation \$13,650.00

B. Payment to SVA will be made monthly in the proportion to services performed.

C. Reimbursement for any direct expenses will be at 1.15 times the actual expense. Reimbursable expenses will include, but not be limited to, printing and reproduction, photo work, artist renderings (if requested by Client), overnight delivery, and messenger services.

If the above is agreeable and consistent with our mutual understanding, please sign one original of this Agreement, scan, and return it to SVA as soon as possible. Please note that the requirements of Section 5536.22 of the Business and Professions Code of the state of California require an executed written agreement by both parties prior to proceeding with any work.

Sincerely,
SVA ARCHITECTS, INC.

A handwritten signature in blue ink that reads "Robert M. Simons".

Robert M. Simons, AIA
Partner & President
E: bsimons@sva-architects.com
T: 949-809-3380 | C: 949-233-6391

**AGREED AND ACCEPTED:
OXNARD SCHOOL DISTRICT**

Signature

Date

Lisa A. Franz, Director, Purchasing
Name & Title

OXNARD SCHOOL DISTRICT

**AGREEMENT #13-162 OWNER/ARCHITECT MASTER AGREEMENT
ARCHITECTURAL SERVICES AS REQUESTED
FOR MISCELLANEOUS PROJECTS AT VARIOUS SITES**

This AGREEMENT is made and entered into this 11th day of December, 2013, between Oxnard School District, 1051 South A Street, Oxnard CA 93030, hereinafter referred to as "District", and MVE Institutional Inc., 1900 Main Street, Suite 800, Irvine, CA 992614, hereinafter referred to as "Architect" and incorporating Attachment A, Rate Schedule for Professional Services dated April 15, 2011. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties".

WHEREAS, the District desires to obtain architectural services for miscellaneous projects at various sites on an as requested basis, hereinafter referred to as the "Projects", with locations to be named at the time of the request, in Oxnard School District, Oxnard, California; and

WHEREAS, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. PROJECT CONSTRUCTION BUDGET

1. The Project Construction Budget(s) will be established as follows: The direct construction budget for the on-site, off-site, utility services, and building construction shall not exceed 90% of the Grand Total construction cost estimate for each separate Project unless authorized in writing by the District.

2. The scope of Project(s) and the type and quality of construction are dependent upon the funds as outlined in the Budget for the Project(s). The Architect will exercise its professional judgment in determining the balance between the type of construction and the quality of construction to achieve a satisfactory solution within the budget(s) for the Project(s), once identified, or as modified in writing by the District.

ARTICLE II. ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The Architect's services shall consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles II and III, and each separate Professional Services Proposal under this Agreement.

2. The Architect's services shall be performed in a manner that is consistent with professional skill and care and the orderly progress of the work. The Architect represents that it will follow the standards of similarly situated architects performing services similar to the services required under this Agreement in the location of the Projects. Architect will require its consultants to perform to the same standard as Architect is required hereunder.

3. The Architect shall be issued a notice to proceed upon approval of this Agreement. Upon request of the District, the Architect shall submit for the District's approval a schedule for the performance of the Architect's services. The schedule may be adjusted as the Project(s) proceed by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project(s). The Architect shall not, except for reasonable cause, exceed the time limits established by this schedule.

4. The Architect's services shall consist of four (4) Phases for each Project and shall be completed per schedules to be determined at a later date and approved by the District in writing. These phases are as follows:

- a. Phase I: Pre-Design, Programming, Schematic Design, Project Construction Cost.
- b. Phase II: Design Development, Construction Documents, Plan Check Approval

- c. Phase III: Bid, Award, Construction, As-Builts, Close-Out
 - d. Phase IV: Project Management
5. The school sites are to be determined as Project(s) on an as requested basis
6. The Architect shall submit a proposal for each Project when requested by the District. Such proposals shall be titled "Proposal for Professional Services" and shall include the Project site, work to be done, Architect's fee and the estimated cost and duration of construction.
7. Proposal(s) for Professional Services shall be numbered sequentially with a Project Number that includes this agreement number, i.e., "Project No. 10-XXX-001." This number will be used on all references to the Project.
8. Services under this Agreement may only be provided to those Projects where the Architect's Fee for the Project is estimated to be less than \$250,000.

ARTICLE III. SCOPE OF ARCHITECT'S SERVICES

1. The Architect's services include those described in this Article, and include all on-site and off-site civil, landscape architectural, structural, mechanical, electrical engineering and electro/mechanical EMS professional services to produce a reasonably complete and accurate set of Construction Documents.
2. The Architect shall submit a list of qualified engineers and consultants for the Project(s) for the District's approval in conformance with Article XII. Such engineers and consultants shall be California licensed firms, and if any firm is not acceptable to the District, it shall be replaced, (by direction of the District), at any time if demonstrated lack of timely performance or inferior construction documents are apparent. Final reports, recommendations, working drawings, and specifications shall bear the signature and seal of said engineer, and shall become the property of the District.
3. The Architect shall provide drawings for all phases of design and construction that shall not exceed 24" x 36"; and specification sheets 8-1/2" x 11. The Architect will prepare and update all required SP-1A forms for the entire site on 8-1/2" x 11" Format. The Architect shall also provide all drawings on CD or diskette using Computer Aided Design Drafting (CADD) (e.g., AutoCAD) or other technology acceptable to the Architect and District as part of its basic service, upon final payment by District therefore.
4. The Architect shall specifically write specifications for each Project and shall make no reference to any previous project, or any agency other than those within the State of California, and shall be substantially correct in regard to spelling, grammar and punctuation. Use of a "MASTER SPEC", or any other written program or convention of specifications shall clearly convey the intent of the design, a description of the work covered by each section, the details of the materials and manufactured products, the quality of the products, submittals and samples, acceptable methods of installation, and other pertinent conditions, responsibilities, information and finishes to accomplish the construction of the facility. Ambiguities, conflicts, vague or indistinct concepts shall be eliminated to the greatest extent possible. Materials, products and accessories selected by the Architect shall be available to California contractors.
5. Architect shall assist the District in the District obtaining required approvals from electrical, gas, water, sanitary or storm sewer, telephone public utilities, local fire department, the Office of Public School Construction (OPSC), California Department of Education (CDE) and Division of State Architect (DSA). The Architect shall be responsible for determining the capacity of existing utilities, and for any design or documentation required to make points of connection to existing utility services required for the Project(s).
6. The Architect, with the assistance of the District, shall provide a Project description that includes the District's needs and the requirements of the Project prior to drafting preliminary designs for the Project. The Architect shall meet and consult with the Board of Trustees, District administrators and staff members, parents, and local community members in order to determine the Educational Program.
7. The Architect shall provide a written preliminary evaluation of the District's Project, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design of the Project; and application of Educational Specification requirements of *California Education Code* §17251 and

California Code of Regulations Title 5 §14000 *et seq.* to this project based on the Education Program as determined in Article III.6.

8. The Architect shall attend Project coordination meetings as necessary during Project development between the Architect, its Consultants, the District's representative(s), and other Consultants of the District as required.

9. The Architect shall make two (2) formal presentations to the Board of Trustees of the Oxnard School District.

10. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and the Architect.

11. The Architect shall comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the Architect's services.

12. The Architect shall have access to the work at all times.

13. Phase I: Pre-Design, Programming and Schematic Design Phase:

- a. The Architect shall review the Educational Program furnished by the District to ascertain the requirements of the Project and shall review the understanding of such requirements with the District prior to starting this phase.
- b. The Architect shall prepare, for approval by the District, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components for each site. These documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. The scale and relationship documents shall be available for approval within a mutually agreed upon time after the initial program review.
- c. The Architect shall prepare Schematic Design studies and site utilization plans for each site leading to a recommended solution together with a general description of the Project for approval by the District. Recommended solutions shall include value engineering and life cycle costing of structural, mechanical, electrical, heating, air conditioning and energy management systems. Such systems as may be recommended shall be studied for suitability to the climate and environment of the proposed school. The Pre-Design Programming and Schematic Design Documents shall be available for approval within a mutually agreed upon time after the initial program review.
- d. If directed by the District at the time of approval of the Pre-Design, Programming and Schematic Design, the preliminary and final Construction Documents and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the Project may be deferred. Alternate construction schemes made by the District subsequent to this phase, which are the result of no fault of the Architect and are not the result of the Project exceeding the estimated budget constraint caused by the Architect, will be provided as an additional service in accordance with Article IV.
- e. The Architect shall perform Pre-Design, Programming and Schematic Design Services to keep the Project within all budget and scope constraints set by the District, unless otherwise modified by written authorization by the District.
- f. The Architect shall submit to the District a written estimate of the construction cost in conformance with Article VII and shall advise the District, in writing, of any

adjustments to the estimate of Construction Cost. The Architect shall include a constructability review and building systems commissioning, if required, in the projected cost of construction for each site.

- g. The Architect shall observe existing conditions and make measured drawings of such conditions to be included with the "as built" drawings.

14. Phase II – A: Design Development Phase (Preliminary Plans)

- a. Upon approval by the District of the services set forth in Article III.13, the Architect shall prepare Design Development Documents for approval by the District. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of the Project, and shall prepare specifications to fix and illustrate the size, character and quality of the entire project as to the Educational Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, telecommunications, materials, and such other essentials as may be appropriate. The Architect shall provide two (2) color boards (computer renderings) with a schedule of all materials in the Project for the District's review and approval.
- b. At two (2) intervals dictated by the District, and appropriate to the progress of the Design Development Phase, the Architect shall provide design development documents for the District's review.
- c. The Architect shall establish an estimated Project Construction Cost for each site, and shall perform Design Development Services to keep the Project within budget and scope constraints set by the District, unless otherwise modified by written authorization by the District.

15. Phase II – B: Construction Document Phase (Final Plans)

- a. The Architect shall prepare, from the Design Development Documents approved by the District, Construction Documents and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements and requirements of OPSC and DSA, State Fire Marshal, and other agencies, including local agencies, the work to be done, and the materials, workmanship, finishes, and equipment required for the Project for each site.
- b. The Architect shall assist the District in the District's preparing and filing documents required for, and the District's obtaining the required approvals of, all State and local governmental agencies having jurisdiction over the Project, including the CDE, OPSC and DSA. The District shall pay all fees required by such governmental authority upon written notification from the Architect.
- c. The Architect shall review and coordinate its plans and specifications with those of its consultants and engineers to endeavor to eliminate inconsistencies or ambiguities and to provide a reasonably integrated set of plans and specifications, before 75% complete submission to the District for review. Any differences or inconsistencies in the drawings and/or specifications between any of the design disciplines shall be redrawn and/or corrected by the Architect without additional cost to the District.
- d. The Architect shall immediately notify the District of adjustments in previous estimates of the Project Construction Cost or Project schedule arising from market fluctuations or approved changes in scope or requirements.
- e. If the estimated Project Construction Cost exceeds the budget constraint by more than 10%, the Architect shall make all necessary design revisions at no cost to the District in order to comply with the budget and scope set by the District in

conformance with Article VII, unless otherwise modified by written authorization of the District.

- f. The Architect shall prepare all necessary bidding information and bidding forms required by the District and shall also prepare a project manual, agreement, and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the Architect. All correspondence and bidding documents shall include the District bid package number, agreement number, and title of contract, (i.e., Oxnard School District, Project No. _____, Chavez School, Bid No. ___ Improvements).
- g. In the event that the District employs the services of a Building Commissioner (see Item 13, f), the Architect shall cooperate with the Building Commissioner in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- h. The Architect, following the District's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the District in obtaining bids by reproducing and distributing bid documents and plans, and reviewing bids prior to award of the Contract for the construction of the Project. The Architect shall attend pre-bid and pre-award conferences with successful bidders, and shall assist the bidding process by rendering interpretations and clarifications of the drawings and specifications in appropriate written form.
- i. If the lowest bid exceeds the budget for the Project by more than ten percent (10%), the Architect, in consultation with and at the direction of the District, shall provide such modifications in the Construction Documents at no expense to the District as necessary to bring the cost of the Project within its budget as set forth in Article VII.

16. Phase III: Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to a Contractor whether a single contract or multiple contracts are awarded.
- b. The Architect shall reproduce five (5) sets of Construction Contract documents for District and Consultant use at Architect's expense. Additional sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The Architect shall provide assistance to a full time DSA Project Inspector of Record, employed by and responsible to the District, as required by applicable law under Title 24, *California Code of Regulations*. During construction and after Project approval, the Architect shall assist the Contractor with the preparation of a marked set of "as built" drawings reflecting the course of construction, including changes and deviations from the contractual drawings, and indicating dimensions, and location of buried utility lines, which shall be forwarded by the Inspector to the District upon completion of the Project.
- d. The Architect will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of their contracts or services.
- e. The Architect shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as Architect deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the Project Inspector (in no case shall the number of visits be less than once every two weeks for the first 50% of the project, and weekly thereafter); make

regular reports as may be required by governing agencies; keep the District informed of the progress of construction; review schedules and shop drawings for general compliance with design; approve or take other action on substitution of materials, equipment, and the laboratory reports thereof subject to District knowledge and approval; prepare change orders in a timely manner for written approval of the District; review Contractor's applications for payment for accuracy and approval by the Architect and District; determine date of completion of the Project; develop initial and final punch-lists and make final punch-list observation of the Project; assemble and deliver to the District written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the Architect's Certificate of Completion and approval for final payment, all at no extra expense to the District. The Architect shall certify on each progress payment that the Contractor's "as-built" drawings are current for the period of work billed.

- f. The Architect, as part of its basic professional services, will notify the District of apparent construction deficiencies during construction, following the acceptance of the work, and prior to expiration of the one year general construction contract guarantee period of the Project. This provision will survive the expiration or earlier termination of this agreement.
- g. The Architect shall be the interpreter of the Construction Documents, and shall render interpretations necessary for the proper execution or progress of work, with reasonable promptness and in accordance with agreed upon time limits. All interpretations and decisions of the Architect shall be consistent with and reasonably inferable from, the Construction Documents, and shall be in writing or in graphic form. In the capacity of interpreter, the Architect shall endeavor to secure faithful performance by both the District and the Contractors, and shall not show partiality for any interpretation or decision rendered in such capacity. The District shall render contract or business interpretations.
- h. The Architect shall make recommendations to the District on claims relating to the Architect's design of the project and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- i. The Architect shall advise the District to reject work that does not conform to the Construction Documents. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary, to stop the work to avoid the improper performance of the Agreement. The Architect has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
- j. The Architect shall not issue orders to Contractor that might commit the District to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the District.
- k. The Architect shall advise and consult with the District during construction as specified herein. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified in writing.
- l. The Architect shall review and certify, on the Contractor's payment request, the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations at the site, that the work has progressed to the level certified, that the work is in general accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified. Such certification shall not constitute a warranty or guarantee regarding the work of the Contractor.

- m. The Architect shall, in a timely manner upon submittal, review and approve or take other appropriate action upon Contractor's submittal of shop drawings, product data, and samples for the purpose of checking for general conformance with the design intent of the Construction Documents. The Architect's action shall not delay the work, but should allow for sufficient time in the Architect's professional judgment to permit adequate review.
 - n. The Architect shall review change orders prepared by the general contractor with written documentation and supporting data, such as material receipts, and provide them to the District for the District's review in accordance with the Construction Documents, and may authorize minor field changes in the work not involving an adjustment in the contract sum or an extension of time. The Architect shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
 - o. Architect shall prepare a set of reproducible Record Drawings, 24" x 36", incorporating significant changes in the work made during construction based on marked-up prints, "as built" drawings, SK drawings, sketches and other data furnished by the Contractor to the Architect. Upon request of the District, record and final as-built drawings shall be provided on diskette as an additional service.
 - p. The Architect shall observe the Project in order to determine the date or dates of final completion, receive from the general contractor and forward to the District for the District's review all written warranties and related documents required by the Construction Documents; and certify final retention payment upon Contractor's general compliance with the design intent of the Construction Documents.
 - q. Intentionally deleted.
 - r. The Architect shall provide at no cost to the District services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
 - s. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the District and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by Architect provided District and Contractor timely respond to all requests for information by Architect in connection therewith.
 - t. The Architect shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, and DSA, in a timely manner for Project close-out.
 - u. The Architect shall provide a representation that no asbestos containing building materials (ACBM) were used in design of the Project.
 - v. The Architect shall not dictate, or have control or responsibility for, the means and methods, sequences or procedures of construction employed by any contractor.
17. Phase IV: Construction Project Management Services. This aspect of the services will be Performed simultaneously with Phase III and shall include the following tasks:
- a. Submit recommendations for:
 - 1. Procurement requirements; and
 - 2. Site mobilization.
 - c. Project Schedule.
 - d. Identify critical and long lead items.

- e. Assist with surveyors, special consultants and testing labs.
- f. Submit list of prospective bidders
- g. Solicit bidder interest, issue documents to bidders and conduct pre-bid conferences.
- h. Receive and analyze bids.
- i. Coordinate temporary facilities.
- j. Assist in obtaining permits.
- k. Review master construction schedule.
- l. Attend pre-construction, construction and progress meetings.
- m. Maintain cost accounting records on works performed under unit costs, or labor and materials.
- n. Record the progress of the project.
- o. Maintain:
 - 1. Record copy of contract;
 - 2. Change orders;
 - 3. Modifications; and
 - 4. Shop drawings and project data
- p. Establish database of:
 - 1. CADD files; and
 - 2. As-Builts
- q. Coordinate DSA reporting.
- r. Collect Contract close-out documents:
 - 1. O & M Manuals;
 - 2. Guarantees;
 - 3. Releases; and
 - 4. Certifications
- s. Coordinate corrections for DSA approvals with the Inspector of Record (IOR) for non-compliant issues.
- t. Keep track of change order approvals through DSA.

ARTICLE IV. ADDITIONAL ARCHITECT'S SERVICES

1. Architect shall notify the District in writing of the need for additional services for any Project that are required due to circumstances beyond the Architect's control. Architect shall obtain written authorization or confirmation from the District in the form of sequentially numbered "authorization for additional professional services" prior to rendering such services. Compensation for such services shall be subject to prior District approval in writing, shall be negotiated and the hourly rates shall not exceed the attached Hourly Rate Schedule. Such services shall include:

- a. Making revisions in drawings, specifications or other documents when the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Design Development Phase requires such revisions.
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the Architect which are not the result of the direct negligent errors or omissions on the part of Architect.
- c. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the Contractor or other third parties, which do not arise directly from negligent errors or omissions of Architect.
- e. If directed by the District, the employment of special consultants, the preparation of special delineations and models.
- f. If the District requests the Project be let on a segregated phased basis after the completion of schematics where said segregation does not arise from Architect exceeding the estimated budget constraint, then plan preparation and/or contract

administration work to prepare the segregated plans is an extra service subject to prior negotiation and District approval, and shall not exceed State fee guidelines.

- g. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the Contractor, the Architect's compensation is expressly conditioned on the lack of fault of the Architect.
- h. Providing any other services not otherwise included in this Agreement.
- i. Insurance requirements over and above what Architect is required under Article XVI of this Agreement

2. If authorized in writing by District, Architect shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The Project Representative(s) shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. The District shall have final approval of such project representative(s). Such services shall be compensated as follows: negotiated fee and the hourly rates shall not exceed the attached Hourly Rate Schedule and subject to prior written approval by District.

ARTICLE V. DISTRICT'S RESPONSIBILITIES

1. The District shall provide to the Architect information regarding requirements for the Project, including information regarding the District's objectives, schedule, educational program, constraints and criteria.

2. The District shall prepare a current overall budget for the Project, including the construction cost for the Project.

3. The District shall notify the Architect of administrative procedures required and name a representative authorized to act on its behalf. The District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project. The District shall observe the procedure of issuing any orders to Contractors only through the Architect.

4. The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act hereunder and the District shall have no duty to observe, inspect or investigate the Project.

5. The proposed language of certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least five (5) business days prior to execution.

6. The District shall be responsible for actually placing the Advertisement for Bids, and for filing the Notice of Completion.

7. The District shall furnish any and all surveys, including, but not limited to, geotechnical and topographic surveys.

8. The Architect is permitted to rely on the accuracy and completeness of all documentation and information provided by District, unless the Architect knows 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.

ARTICLE VI. PROJECT CONSTRUCTION COST

1. For the purpose of determining the Architect's Fee, during the Pre-Design, Programming and Schematic Design, Design Development and Construction Document phases, the Project Construction Cost ("Construction Cost") shall be determined against the District's budget for the Project.

2. Construction Cost as used in this Agreement means the total estimated cost to the District of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates approved by the District, but excluding the following: any payments to Architect or Consultants, for costs of inspections, surveys and tests, and landscaping not included in the Architect's Scope of Services.

3. The Construction Cost shall be the acceptable estimate of construction costs to the District as submitted by the Architect, and approved by the Board of Trustees, until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible, responsive bidder.

4. Any Project budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the Architect submits the Construction Documents to the District, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids are sought for the Project.

5. If the lowest bid received exceeds the fixed limit of Construction Cost, the District shall:

- a. give written approval of an increase of such fixed limit; or
- b. authorize rebidding of the Project within a reasonable time; or
- c. if the Project is abandoned, terminate this Agreement in accordance with Article XIV.2; or
- d. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

6. If the District chooses to proceed under Article VI.5(d) and the lowest bid received exceeds the fixed limit of Construction Cost by more than 10%, the Architect, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the District. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

7. Deductive change order and/or deductive alternates shall not change the cost of the project insofar as determining the Architect's compensation, provided that the lowest responsible bid is lower than the Architect's estimate of construction cost, and provided further, that during the Construction Phase, the Architect's compensation shall be based upon only that portion of the work actually constructed.

ARTICLE VII. ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates of Project Construction Costs shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the District or the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or District. In preparing estimates, the Architect may include contingencies for design, bidding and price escalation.

2. The Project Construction Cost, as set forth in Article VI, and as thereafter accepted by the District, shall be reviewed by the Architect at each phase of his/her services. If such estimates are in excess of the Project budget, the District may direct the Architect to revise the type or quality of construction to come within the budgeted limit at no additional cost or fee to the Architect. The Architect's initial budget and scope limitations shall include value engineering and life cycle costing, and shall be reviewed with the District prior to formalization.

ARTICLE VIII. ARCHITECT'S DRAWINGS AND SPECIFICATIONS

Pursuant to California Education Code Section 17316 and the requirements of 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, 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 District.

Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, District may utilize the Project Documents as it sees fit on the Project for which they were prepared. The use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for damages caused to the District by errors or omissions of the Architect for the project for which the Project Documents were originally prepared. Upon final payment to Architect, Architect shall deliver to District, in a form acceptable to District, one hard-copy and two (2) electronic copies of each set of Project Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, if any. District shall indemnify and hold Architect harmless from all loss, cost and expense that results from District's use and/or modification of the documents without Architect's participation. In addition, in the event of any use of Architect's Project Documents after termination of this Agreement and/or completion of Architect's services, District shall remove Architect's title block and all references thereto.

After completion of the Project, or earlier termination of the Services, Architect shall not use the Project Documents for any purpose without District's prior written consent. In addition, Architect shall not permit reproductions to be made of any Project Documents without the approval of District and shall refer all requests by other persons to District.

To the extent that this Article VIII conflicts with or is inconsistent with California Education Code Section 17316, then California Education Code Section 17316 shall control.

ARTICLE IX. ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's pertaining to services on the Project shall be available to the District or its authorized representative at mutually convenient times. Any accounting records between the District and Contractor shall be kept on a generally recognized accounting basis.

ARTICLE X. COMPENSATION TO THE ARCHITECT

The Architect agrees to perform the professional services provided by this Agreement and the District agrees to pay the Architect for such services with compensation in accordance with the following relationship of the total basic fee:

1. Payment to the Architect (Architect's Fee) shall be negotiated and the hourly rates shall not exceed the attached Hourly Rate Schedule, and shall be based on the scope of work furnished by the District; and incorporated in this Agreement by written authorization in the form of the Professional Services Proposal.

2. Payments for professional services shall be invoiced periodically on a per Project basis in proportion to services performed within each phase of service, except as otherwise stated below. The Architect shall invoice the District not more than once a month. District shall pay Architect within thirty (30) days of District's receipt of Architect's undisputed invoices. If District disputes an invoice, District shall notify Architect in writing of such dispute within thirty (30) days of District's receipt of the invoice at issue. Prior to payment the Director of Maintenance, Operations and Facilities and the Director of Purchasing shall approve invoices. Payment shall be made according to the following schedule:

a. Phase I: Pre-Design/Programming Phase:

Flat Rate per Site-See Attachment A

b. Phase II: Design Phase (New Construction, Modernization/Expansion)

Schematic Design: 15% of 100% of Architect Fee

Design Development: 15% of 100% of Architect Fee

Construction Documents:

50% Plan Submittal 20% of 100% of Architect Fee

100% Plan Submittal 20% of 100% of Architect Fee

DSA Approval: 5% of 100% of Architect Fee

c. Phase III: Bid/Award/Construction Phase

Bidding Phase: 2% of 100% of Architect Fee

Construction Administration: 18% of 100% of Architect Fee, based on equal monthly payments based upon the general contractor's construction schedule, and two additional months for each project close out

Close Out: 5% of 100% of Architect Fee, paid after District receipt of final DSA certificate

TOTAL THROUGH RECEIPT
OF RECORD DRAWINGS AND
CLOSE-OUT DOCUMENTS

100% of actual Architect Fee based on
Final Project Cost

d. Phase IV – Project Management, if applicable, shall be shown on Project invoices as a line item and shall be payable monthly based on equal monthly payments based upon the general contractor's construction schedule and two additional months for each project close out.

3. When Architect's Fee is based on a stipulated sum and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X.1, based on the bid price.

4. To the extent that the time initially established for the completion of Architect's services is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and not to exceed fee guidelines subject to approval by the Board of Trustees.

5. Expenses incurred by the Architect and Architect's Employees and Consultants in the interest of the Project shall have prior District written approval before they are incurred and records of such expenses and all supporting documentation shall be provided to District for the District's review.

6. Additional services provided by the Architect shall be compensated in accordance with the rate schedule, Attachment A.

ARTICLE XI. REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the Architect actual out-of-pocket expenses incurred by the Architect, the Architect's employees and consultants, at the same time as progress payments for:

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this Agreement that includes sets of construction documents and all progress prints.
 - b. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the Architect as incurred. Reimbursable expenses shall be itemized on the Architect's monthly invoices.

ARTICLE XII. EMPLOYEES AND CONSULTANTS

1. The Architect as part of the basic professional services, shall furnish at its expense the services of landscape architect; structural, mechanical, electrical, and civil engineers; telecommunications, and kitchen consultants.
2. The Architect shall submit, for written approval by the District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relationship between the District, the Architect and any party not a signatory to this Agreement.
3. The Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the Architect is not acceptable to the District then that individual or firm shall be replaced with an acceptable competent person upon the District's request and at no expense to the District.
4. The construction administrator or field representative assigned to this Project by Architect shall be an Architect licensed in the State of California or under the supervision of an Architect licensed in the State of California, able to make critical Project decisions in a timely manner; and shall be readily available and provide by phone, facsimile, and through written correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII. CHANGE ORDERS CAUSED BY THE ARCHITECT

1. When a construction change order has been caused by the negligence or failure of the Architect or Architect's consultants, a representative of the District, the Project Manager, and the Architect shall meet and confer and attempt to reach an agreement on: 1) whether an error or omission of the Architect or Architect's consultants has caused the construction change order; 2) what damages, if any have been suffered by the negligent error or omission, and 3) the amount of damages if any, for which the Architect shall be responsible.
2. If the District and the Architect cannot reach agreement after they have met and conferred, the matter shall be submitted to mediation.

ARTICLE XIV. TERMINATION/DEFAULT; REMEDIES

1. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Architect; or if the District should decide to abandon or indefinitely postpone the Project.
2. In the event of a termination based upon abandonment or postponement by District, the District shall pay to the Architect for all services performed and all expenses incurred under this agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the Architect for Board of Trustee approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion. All drawings and other documents (whether complete or not) shall be delivered to the District upon termination.

3. This agreement may be terminated without cause by District upon fourteen (14) days written notice to the Architect. In the event of a termination without cause the District shall pay to the Architect for all services performed and all expenses incurred under this agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Architect for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Architect.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall meet and confer to attempt to resolve the dispute. Pending resolution of this dispute, Architect agrees to continue the work diligently to completion, provided that District continues to pay undisputed invoices. If the dispute is not resolved, Architect shall request mediation in writing to the District. Should mediation fail, the Architect may submit such controversy to determination by a court having competent jurisdiction of the dispute.

1. Architect may terminate this Agreement for convenience upon thirty (30) days written notice to District.

2. ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

- a. 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.
- b. 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.
- c. False or misleading. Any material 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.
- d. Failure to Provide Acceptable Design. Architect's failure to provide a functional design that can be built within the Target Construction Budget in accordance with Architect's standard of care as defined herein.
- e. Defective Services; Errors or Omissions; Failure to Perform. Architect or Architect Consultant (a) provide defective services, including deficiencies due to negligent errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes delays, including providing defective Services; or (d) fails to perform any material 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).
- f. Willful violation. 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.
- g. 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.
- h. Unapproved Assignment. Architect attempts to assign this Agreement or any Services hereunder without prior written approval from District.
- i. Disregard of District Authority or Direction. The Architect disregards the authority of District or fails or refuses to perform any reasonable act or service requested by District hereunder.
- j. Violation of Applicable Law. The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

3. DISTRICT REMEDIES FOR ARCHITECT DEFAULT

a General Remedies. District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of District's rights and remedies shall be cumulative.

b Withholding Payment. District shall have the right, after written notice to the Architect, to withhold from payment to Architect any amounts in dispute, pending final resolution of the dispute.

c Stop Work. 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.

d Errors & Omissions; Additional Costs. Architect shall provide any Services, within the scope of Architect's services, requested by District to correct any of Architect's agreed upon negligent acts or omissions, but shall not receive any fee for any work or Services performed in correcting said negligent errors or omissions.

e Payment to Consultant. If the Architect Default is due to Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, and Architect has been paid by District for the Consultant's work, 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 District has accepted the Services to which the invoices refer. District shall have no further liability to Architect in connection therewith.

ARTICLE XV. INDEMNITY

1. To the fullest extent permitted by law, Architect agrees to indemnify and hold District entirely harmless from all damages, liability or costs, including reasonable attorneys' fees and defense costs, arising out of:

- a. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and
- b. Any loss, injury to, death or persons or damage to property to the extent determined by a court or arbiter of competent jurisdiction to be caused by any negligent act or omission of the Architect, or any person, firm or corporation employed by the Architect, except for liability resulting from the negligence or willful misconduct of any third party including, without limit, the District, its contractors or agents or any of their officers, employees, agents or independent architects who are directly employed by any of them.

2. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XVI. INSURANCE

Without in any way affecting the indemnity provided in or by Article XV, before commencement of any Services, 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 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.

1. Minimum Limits of Insurance. Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

- a. Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 annual aggregate.
- b. Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto, if any owned autos)). Minimum of \$1,000,000 limit each accident.

- c. Professional Liability (Errors and Omissions) Insurance with a limit not less than \$1,000,000 per claim and in the annual aggregate.
 - d. Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).
 - e. Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.
2. Minimum Scope of Insurance.
- a. CGL 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.
 - b. 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.
 - c. 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 or before the date of issuance of the Work Authorization, whichever date is earlier.
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.
4. Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:
- a. The Commercial General Liability policy, shall name District, its Board of Trustees and each member thereof, its officers, employees, including Program Manager, and designated volunteers, must be 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.
 - b. 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 and employees.
 - c. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by has been given to District (ten (10) days notice of cancellation for non-payment 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.
 - d. The 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.
5. General Insurance Matters: All insurance coverage required under this Agreement shall:
- a. Be 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.
 - b. 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 District, its directors, officials, officers and employees.

- c. Architect or Architect Consultant, as applicable, shall promptly notify District of any materials change in the coverage, scope, or amount of any policy.
- d. Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of District shall be excess coverage for benefit of District only and non-contributory.
- e. At all times while this Agreement remains in effect, the Architect and the Architect Consultants shall maintain on file with 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 District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and yearly thereafter.
- f. Any deductibles or self-insured retentions in excess of \$100,000 must be declared to District and must be reduced to a level deemed acceptable by District in writing. Architect agrees that, at the option of District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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.

ARTICLE XVII. MISCELLANEOUS PROVISIONS

1. The Architect shall make or have a written record made of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The Architect shall provide a copy of such record to the District at the next construction review meeting.

2. The Architect shall not cause an unreasonable delay of work during any dispute, claim definition, mediation or arbitration proceedings and the District shall continue to make payments for those services that are not part of the dispute, claim definition, mediation or arbitration proceedings, except by written agreement of the parties.

3. The Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Architect assumes the full responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Architect's employees.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Architect.

5. Subject to earlier termination as provided below, this Agreement shall remain in effect from December 12, 2013 through December 12, 2016.

6. NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and 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:
1055 South "C" Street
Oxnard, California 93030
Attention: Executive Director of Facilities

TO ARCHITECT:
1900 Main street, Suite 800
Irvine, California 92614
Attention: Robert M. Simons, AIA

7. **INDEPENDENT CONTRACTOR.** Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither Architect nor its employees shall be deemed an employee of District for any purpose. It is expressly understood and agreed that 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.

8. **COMPLIANCE WITH LAWS.** The Architect represents that it shall, at all times while providing Services, remain in compliance with the provisions of 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-discrimination laws (including federal and state laws), and other laws rules and regulations applicable to this Agreement and the Architect's Services. Architect shall at all times require the Architect Consultants to fully comply with all such applicable laws, rules and regulations.

9. **NO ASBESTOS REPRESENTATION.** 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 represent to District that to the Architect's knowledge, no asbestos or asbestos-containing materials were specified by Architect in the design of the Project.

10. **NON-DISCRIMINATION.** No discrimination shall be made by 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. Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment.

11. **NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12. **SUCCESSORS AND ASSIGNS.** In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

13. **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.

14. **ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Neither Architect nor District shall be entitled to any other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties.

15. **GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in Ventura County.

16. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. This provision shall survive the termination of this Agreement.

17. **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.

18. **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.

19. **LIMITATION OF LIABILITY.** Other than as specifically provided elsewhere in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for the specific project pursuant to this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either party 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 any project pursuant to this Agreement. Furthermore, in recognition of the relative risks and benefits of the project to the Parties, District agrees to limit Architect's total liability to the District, including, but not limited to, reasonable attorneys' and experts' fees and costs, from any cause or causes, such that Architect's total liability to the District shall not exceed five hundred thousand dollars (\$500,000) per project or the Architect's fees on the project for which services are provided pursuant to this Agreement, whichever is greater. This limitation of liability includes, but is not limited to, allegations or proof of negligence, indemnity, breach of contract, strict liability, or warranty or any other contract or tort claim plead.

WITNESSTH, this Agreement entered into as of the day and year first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

12-13-13
Date

MVE INSTITUTIONAL, INC.:

Robert Simons
Signature

ROBERT SIMONS, PRESIDENT
Typed Name/Title

12.9.13
Date

CO 18301
License

ATTACHMENT A

HOURLY BILLING RATE BREAKDOWN - April 15, 2011

MVE Institutional, Inc.

Position	Hourly Billing Rate
Chairman	\$350.00
Partner	\$295.00
Principal	\$295.00
Senior Associate Partners	\$275.00
Associate Partners	\$225.00
Senior Designer/Planner	\$195.00
Project Architect/Manager	\$195.00
Job Captain	\$155.00
Intermediate Designer	\$125.00
Intermediate Draftsperson	\$125.00
Junior Designer	\$100.00
Junior Draftsperson	\$100.00
Clerical Staff	\$75.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/10/2013

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MVE INSTITUTIONAL, INC 3 MacArthur Place, Suite 850 Santa Ana, CA 92707 USA	INSURER A: Travelers Property Cas Co of America 25674	
	INSURER B: Lexington Insurance Company 19437	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

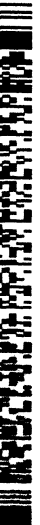
COVERAGES **CERTIFICATE NUMBER: 570052166787** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680-4852L708-TIL-13 General Liability	09/29/2013	09/29/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-5076L172-13-GRP Auto	09/29/2013	09/29/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			CUP-7229Y504-13-47 Umbrella	09/29/2013	09/29/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	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 N	N/A	XJUB-3565T10-9-13 Workers Compensation	09/29/2013	09/29/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Archit&Eng Prof			014781388 Architects & Engineers	09/29/2013	09/29/2014	PerClaim/Aggregate \$2,000,000 PerClaimDeductbile \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Oxnard School District, its Board of Trustees and each member thereof, its officers, employees, including Program Manager, and designated volunteers are named as Additional Insureds with respects to the General Liability only.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 South "A" Street Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>



ATTACHMENT A

HOURLY BILLING RATE BREAKDOWN - April 15, 2011

MVE Institutional, Inc.

Position	Hourly Billing Rate
Chairman	\$350.00
Partner	\$295.00
Principal	\$295.00
Senior Associate Partners	\$275.00
Associate Partners	\$225.00
Senior Designer/Planner	\$195.00
Project Architect/Manager	\$195.00
Job Captain	\$155.00
Intermediate Designer	\$125.00
Intermediate Draftsperson	\$125.00
Junior Designer	\$100.00
Junior Draftsperson	\$100.00
Clerical Staff	\$75.00

BOARD AGENDA ITEM

NAME OF CONTRIBUTOR: Dr. Cesar Morales

DATE OF MEETING: 11/12/14

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

Approval of Amendment #1 to Agreement #12-80 – Caldwell Flores Winters Inc. (Morales/Cline)

On July 11, 2012 the Board of Trustees approved Agreement #12-80 with Caldwell Flores Winters, Inc. (hereinafter, “CFW”) to provide State Aid services to analyze and secure funding from all available State Aid programs.

It is requested that the Board of Trustees approve the deletion and replacement of the existing language in Section IV, TERM with the following:

The term of the Agreement shall commence on November 12, 2014 and shall terminate on November 11, 2019, unless extended by mutual agreement of the parties. All other terms conditions and provisions of the Original Agreement remain in full force and effect.

FISCAL IMPACT:

Fees for this contract are only paid if money is reimbursed by the state. Any fees are charged against the state aid reimbursement and do not affect the general fund.

RECOMMENDATION:

It is recommended by the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #12-80 with Caldwell Flores Winters Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #1, Caldwell Flores Winters Inc. (1 Page)
Agreement #12-80, Caldwell Flores Winters Inc. (5 Pages)

AMENDMENT #1 TO CONTRACT #12-80 FOR SERVICES

The Oxnard School District of Ventura County (hereinafter, the "District") and Caldwell Flores Winters, Inc. (hereinafter, "CFW") do hereby amend the agreement entered into by the parties on July 11, 2012 (hereinafter, the "Original Agreement"). The parties enter into this Amendment to Contract Services (hereinafter, the "Amendment") on this the 12th day of November, 2014.

The Parties hereby do agree to amend Section IV, Term of the Original Agreement as follows:

SECTION IV. TERM

The existing language to Section IV. TERM is hereby deleted and replaced with the following language:

The term of the Agreement shall commence on November 12, 2014 and shall terminate on November 11, 2019, unless extended by mutual agreement of the parties. All other terms conditions and provisions of the Original Agreement remain in full force and effect.

APPROVAL

In executing this contract, persons signing on behalf of the District and CFW represent that each has the authority to do so.

This amendment is hereby approved and executed on this 12th day of November, 2014.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Dr. Cesar Morales, Superintendent
Oxnard School District

CONTRACT FOR SERVICES

This contract ("Contract") is entered into this 11 day of July 2012 and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County.

I. CONSULTANT SERVICES

Caldwell Flores Winters, Inc. agrees to provide the District with consultant services on an as needed basis as specified in Exhibit A, which by this reference is included and made a part of this contract.

II. DISTRICT COOPERATION

The District will cooperate with CFW by furnishing all necessary District records and an opportunity to consult with District personnel as necessary to perform required work.

A. Information

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis, to the best extent possible.

B. Additional Professional Services

District agrees to provide or authorize additional professional as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

It is mutually agreed that CFW shall regard all information received during the performance of services pursuant to this Contract as confidential and shall not disclose such information to any other person without prior consent of the District.

IV. TERM

The term of this agreement shall commence upon the execution date of this agreement and shall terminate on June 30, 2015, unless extended by mutual agreement of both parties.

V. INTEGRATED CONTRACT

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

VI. TERMINATION

The District may terminate this Agreement for any reason or for no reason, on the date that is thirty (30) calendar days from the date written notice is given to CFW, or on any specified date thereafter (each, a "Termination Date").

If termination is without cause, the District will pay CFW for any and all services completed up to and including the Termination Date; provided that if termination occurs prior to full completion of any task or service, the compensation for such task or service will be based on the percent of completion, as agreed to by the Parties. In the event the District has secured State Aid with the assistance of CFW or State Aid is imminent but not yet received, the District may terminate without cause but shall compensate CFW for the entire fee due under the Agreement. The District will not be liable for any costs, expenses or compensation in excess of such amounts.

The District may also terminate for cause by setting the Termination Date to be twenty-one (21) days from the date of written notice describing the reason(s) for termination and specifying that if, within said period, CFW cures the condition or violation or make satisfactory arrangements for the correction thereof with the District, the notice will be rescinded. Cause shall include: (a) CFW's failure or refusal to reasonably perform the provisions of the scope of work; or (b) any act by CFW exposing the District to liability to others.

VII. NOTICES

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from CFW to District shall be addressed to District at:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South A Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Ernesto R. Flores, President
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

VIII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

IX. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

X. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XI. ATTORNEY'S FEES

In the event that any action or proceeding is brought to enforce the provisions of this Contract for Services, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

XII. FEE FOR STATE AID SERVICES

CFW agrees to be compensated based on the following fee schedule:

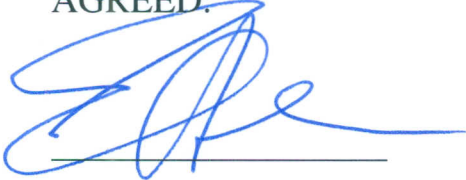
Pursuant to Exhibit A, CFW agrees to provide State Aid services and to be compensated at the rate equal to two percent (2%) of the principal amount of all State funds received for facilities by the District payable in lump sum within 30 days of receipt of State funds by the District.

XIII. APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this 11th day of July 2012.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Jeff Chancer, Superintendent
Oxnard School District

EXHIBIT A
SCOPE OF WORK

CFW will provide State aid services to analyze and secure funding from all available State aid programs the District is eligible for and to develop a strategy to maximize funding from programs most suitable to the District's needs. Once eligibility has been established, CFW agrees to assist the District through the formal application processes.

CFW will review the District's educational goals and facilities assessment. Thereafter, CFW will establish the District's eligibility for State aid and a plan to optimize the receipt of available State funds that is consistent with the District's goals and needs. All necessary applications will be filed and processed through the State, as needed, including the California Department of Education (CDE), the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). The goal is to utilize the State programs to optimize funding of local facilities improvement projects.

CFW agrees to provide State aid processing services pursuant to the following scope of work for the District. Specific services include:

1. Review District's educational goals and facilities assessment
2. Review District's eligibility for funding, including new construction, modernization, and joint-use
3. Develop strategy to maximize available eligibility suitable to District needs
4. Assist District in submitting necessary applications and complying with State requirements
5. Meet with State representatives as necessary to process applications
6. Assist District in preparing and submitting all necessary back up documentation
7. Attend necessary informational and decision-making meetings, both locally and at the State, including OPSC and SAB meetings as necessary
8. Assist District in the securing and receipt of State funds
9. Present program updates to the Board semi-annually and as directed by the District

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 11/12/14

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-P15-01737 – Plaster Repair Project (Gutierrez)

Proposals were solicited for Field Contract #FC-P15-01737, Plaster Repair Project, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Friday, October 17, 2014. The scope of work involves plaster repair at McAuliffe School.

It is requested that the Board of Trustees award Field Contract #FC-P15-01737 to Pacific Interiors Enterprises, in the amount of \$4,000.00. The project will be funded through Routine Maintenance Funds.

FISCAL IMPACT:

\$4,000.00 – Routine Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations, that the Board of Trustees award Field Contract #FC-P15-01737, Plaster Repair Project, in the amount of \$4,000.00 to Pacific Interiors Enterprises.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P15-01737, Pacific Interiors Enterprises (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-P15-01737

FIELD CONTRACT FOR LABOR AND MATERIALS
FOR PROJECTS LESS THAN \$25,000.00

THIS CONTRACT made November 13, 2014, between PACIFIC INTERIORS ENTERPRISES ("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 FOUR THOUSAND Dollars (\$ 4,000.00) 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 10/17/14

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 NOVEMBER 20, 2014 AND XXX BE COMPLETED BY NOVEMBER 26, 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:

Table with 3 columns: Item, Contractor's mark, and District's mark. Includes Scope of Work, Subcontractor List, Performance Bond, Specifications, Certificates / Liability Insurance, Purchase Order No. P15-01737, Drawings, Certificates / Workers Compensation, Proposal dated 10/17/14, Supplemental Conditions, Insurance, and Other.

CONTRACTOR TO FILL IN THE FOLLOWING:

Firm Name _____ Date _____
Signature _____ Telephone _____
Title _____ Fax No. _____
Firm Address _____ Contractor's License No. _____
License Class _____
Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager LARRY CROSS Date _____
Signature _____ Funding Source ROUTINE 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"

Pacific Interiors Enterprises
2300 Knoll Dr Suite C Ventura, CA 93003
License No. 711333
Phone: (805) 654-7085 * Fax: (805) 654-7084

Website: www.pacificinteriorsenterprises.com

Date: 10/17/2014

Submitted To:

Oxnard School District
Phone: 805-487-3918
Fax: 805-240-7582
Attn: Lisa Franz

Proposal Expires On:

11/16/2014

Project Description: McAuliffe School Plaster Repairs

1. Base Bid

We propose to furnish and install all labor, supervision, material, equipment, taxes, insurance, licenses and any other facilities necessary or required to perform the scope of work as described in bid proposal items 3 & 4.

2. Alternates

None

3. Inclusions

Lath & Plaster

Install 3.4 self furring metal lath over concrete wall with 60 minute moisture barrier.

Install foundation screed at base of wall for plaster stop.

Install reveal trim to match existing locations.

Apply a three coat plaster system, including scratch coat with Eisenwall plaster, brown coat with Eisenwall plaster & texture coat.

Texture and color to match as close as possible to existing.

Touch up small areas of stucco damaged in general location.

Clean up and removal of debris.

4. Related Exclusions

Painting

5. Bonding

Total amount to be added to "Base Bid" if payment & performance bond is required.

2-1/2% - Bases of calculation is to be "Base Bid" including accepted Alternate amounts.

6. Acknowledgments

The following documents have been reviewed and are incorporated into the "Base Bid".

No drawings or specifications were provided.

Handout provided by Oxnard School District and site visit.

Work will be performed between November 17th and November 26th, 2014.

Contractor will be responsible for keeping the site clean and safe at all times.

District refuse containers are not to be utilized.

Prevailing wages as defined in California Labor Code part 7, chapter 1, article 2, sections 1770, 1773 & 1773.1

Proposed Schedule

November 20th - Lath & Trim

November 21st - Scratch & Brown Coat

November 24th - Texture Coat

Total Price \$4,000

Offered By:

Signature: C. Dowell

Name (print): Curtis Dowell

Title: President

Company: Pacific Interiors Enterprises

Date: 10/17/2014

Accepted By:

Signature: _____

Name (print): _____

Title: _____

Company: _____

Date: _____

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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

ANNUAL REPORT ON OXNARD SCHOOL DISTRICT CHILD NUTRITION SERVICES PROGRAM (Cline/Picola/Chessen)

The Administration will provide a presentation on the Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation – Child Nutrition Services Overview November 12, 2014 (17 pages)

CHILD NUTRITION SERVICES OVERVIEW

November 12, 2014



Presented by: Jim Picola, Director, Child Nutrition Services
Julie Chessen, MS, RD, Assistant Director, Child Nutrition Services

Highlights - OSD's 2013-2014 Child Nutrition Program

- **Fresh Fruit and Vegetable Program at seven (7) school sites**
 - Increase to eleven(11) sites in 2014-2015
- **Equipment Replacement Grant Award of \$77,600**
 - New ovens at Curren, Driffill, and Chavez Schools. New walk-in freezer to be installed at Haydock School in 2015 using grant funds
- **Trailblazing Farm to School Program**
 - Local produce purchasing is 25% of district's purchases
- **Significant savings in labor cost because of efficiencies in work methods**
- **Increased meal participation**
- **Enhanced service profile for students' benefit**

Goals and Objectives for 2014-2015

- **The Required Administrative Review for Child Nutrition Services will be conducted by the California Department Of Education during this school year.** The Oxnard School District Child Nutrition Services program has received outstanding results in the last two review cycles conducted in 2004 and 2009. The review is very rigorous and the department is prepared to demonstrate that the program runs in an exceptional manner and greatly benefits the students in our district.
- **Streamlining Of New Regulations into the OSD Child Nutrition Program** The program must be flexible and could be modified or reconfigured according to new regulations that continue to change yearly. There will be more frequent adjustments in program operations.
- **Maintaining Cost:** The cost of food is increasing and we will continue to find ways to become more efficient. Use of commodities and strict management of vendors will be maintained. What are we doing to that end? We are participating in one of the largest Food Cooperatives in the United States. We are serving more fresh and made from scratch products. The labor intensity of these items is significant. One of the best empirical methods is to analyze waste reduction which is the DNA of the program in terms of controlling costs.
- **Building and Equipment Maintenance:** Every effort is being made to obtain Equipment Grant Funds. We are making good progress in equipment replacement but more is necessary to provide a kitchen environment that is safe, economical and reliable.

SWOT Analysis for 2014-15

Strengths

- ❖ A well-run program that offers nutritious meals that students enjoy.
- ❖ Meal participation is up.
- ❖ Excellent record on health inspections.
- ❖ The program continues to add new student services every year.

Weaknesses

- ❖ The small kitchens at many of our schools are running at 120% capacity. The student body at many of our schools has grown rapidly.

Opportunities

- ❖ The program is full of services for the students and new opportunities for enhanced meal chances are continually being sought.
- ❖ The ongoing goal is to improve students' physical and mental well-being through healthy school meals and nutrition education

Threats

- ❖ Government reimbursement lags behind program costs
- ❖ Cost of food is dramatically escalating

SMART SNACKS IN SCHOOL

The Healthy, Hunger-Free Kids Act of 2010 requires USDA to establish nutrition standards for all foods sold in schools — beyond the federally-supported meals programs. This new rule carefully balances science-based nutrition guidelines with practical and flexible solutions to promote healthier eating on campus. The rule draws on recommendations from the Institute of Medicine, existing voluntary standards already implemented by thousands of schools around the country, and healthy food and beverage offerings already available in the marketplace.

● Equals 1 calorie ○ Shows empty calories*

Before the New Standards



After the New Standards



Outline

- Healthy, Hunger-Free Kids Act of 2010
- Definitions
- Nutrient Standards
- How does this affect competitive foods sales?
- Local Wellness Policy

Harrington
October 2014

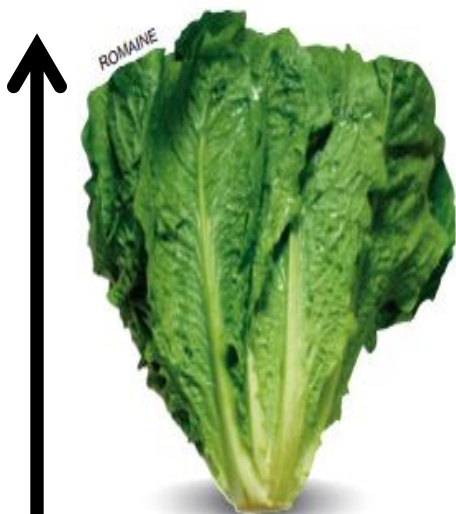


Healthy, Hunger-Free Kids Act of 2010

December 2011

Salad Bar Pilot

Norman Brekke School



July 2013

Breakfast

- 50% whole grain

Fresh Fruit & Vegetable Program

- 7 school sites



July 2014

Breakfast

- 100% whole grain
- 1 cup fruit/veg
 - Must take ½ cup

Lunch

- 100% whole grain
- Semi-scratch
- Target 1 sodium level
 - ≤ 1,230 mg

FFVP

- 11 school sites

July 2012

Lunch

- 50% whole grains
- Vegetable subcategory
- Offer vs. Serve
 - Must take ½ cup fruit/veg



Smart Snacks in School
USDA's "All Foods Sold in Schools" Standards

Definitions

- Competitive Foods

- All foods and beverages **sold** to students on **school campus** during the **school day** outside the reimbursable meal program (7 CFR 210.11(a)(2)).

Definitions



- **Sold**

- Exchange of foods or beverages for money, coupons, vouchers or order forms when any part of that exchange occurs on school campus during the school day (California Code of Regulations, AB 626).

- **School Campus**

- All areas of the property under the jurisdiction of the school that are accessible to students during the school day (7 CFR 210.11(A)(4)).

- **School Day**

- From midnight to 30 minutes after the school day (7 CFR 210.11(a)(5)).

Nutrient Standards

- Snacks:

- Fat \leq 35% kcal
- Sat Fat $<$ 10% kcal
- Trans Fat $<$ 0.5 gm/serving
- Sugar \leq 35% by wt
- Sodium \leq 230 mg
- Calories
 - Elem \leq 175 kcal
 - Mid/High \leq 200 kcal



- Entrées:

- Fat \leq 35% kcal
- Sat Fat $<$ 10% kcal
- Trans Fat $<$ 0.5 gm/serving
- Sugar \leq 35% by wt
- Sodium \leq 480 mg
- Calories \leq 350 kcal

All competitive foods must meet nutrient standards!

Nutrient Standards

- **Beverages**
 - **Plain water**
 - No serving size
 - **Milk**
 - Elem 8 oz
 - Mid/High 12 oz
 - **Juice**
 - $\geq 50\%$ fruit/vegetable juice
 - Elem ≤ 8 fl oz
 - Mid/High ≤ 12 fl oz
 - No added sweeteners



NO OTHER BEVERAGES ALLOWED!

How does this affect competitive food sales?

- Child Nutrition Services
 - Serving healthier choices
 - 90% whole grain
 - Removed sugary snacks
 - Removed Horchata and Gatorade



**Haydock
Intermediate
September 2014**

How does this affect competitive food sales?

- CNS, PTA and Student Organizations
 - Food fundraisers during the “school day”
 - Must comply with all nutrient standards
 - Maintain records
- Student Organizations (only)
 - “...an organization consisting solely of pupils...” (CCR, Title 5, 15501)
 - Must receive board approval



California: NO EXEMPT FOOD FUNRAISERS!

Suggestions

- PTA and Student Organizations
 - No food sales during NSB & NSLP
 - Choose healthier fundraising activities
 - Involve physical activity
 - Color Run
 - Walk-a-Thons
 - Music for iTunes
 - Gift Certificates
- List of compliant items (December 2014)
 - Domino's "Smart Slice" Pizza
 - Jamba Juice
 - General Mills, Kellogg's, Pepsico

Rose Avenue
Color Run
Fundraiser
February 2014



Local Wellness Policy

- **During** the school day:
 - Foods given to students
 - Pizza party in classroom
 - Foods brought from home
 - Flamin' Hot Cheetos
 - Fast Food brought to students during lunch
 - McDonald's
- **After** the school day:
 - Fundraisers outside of the "school day"
 - In-N-Out Burger during back to school night





Questions?

Elm Elementary, May 2014

References

- California Code of Regulations (15500-15501). Student Organizations
- Code of Federal Regulations (*7CFR 210.11*). Smart Snacks in School.
- Education Code (AB 626). Definition of “sold.”
- United States Code (Section 204). Healthy, Hunger-Free Kids Act.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 11/12/14

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

1st READING - REVISION TO AR & E 3350 (Cline)

Language was added to AR & E 3350 to clarify the requirements of the district's travel reimbursement policy. 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 AR & E 3350 as outlined above.

ADDITIONAL MATERIAL

Attached: AR 3350 (3 pages)
E 3350 (1 page)

TRAVEL EXPENSES

Attendance at meetings or conferences outside the limits of the Oxnard School District is one of the valuable means of maintaining contact with other individuals who are performing the same type of work and who have the same type of interest. It also helps assure to the school district a staff of individuals who are well informed in their particular fields of endeavor. Within the limitations of the budget, as well as other practical aspects which may be related, attendance of personnel at conferences and meetings is encouraged. For the most part such attendance is suggested for individuals who are in a position to disseminate the benefits of the conference attendance among a fairly large percentage of the staff, or for individuals whose responsibilities involve working with other staff members.

The following procedures constitute the policy of the district relative to attendance at conferences.

1. Each individual assigned to a function which is performed as a part of the Educational Services Division, Business and Fiscal Services Division, or the Human Resources Division shall, before making plans to attend a meeting or conference secure approval of the Superintendent or designee.
2. Prior to attendance at any conference, the person planning to attend should secure from the Superintendent or designee a clear understanding of the extent to which expenses for such attendance will be borne by the district and the length of time during which the absence of the individual from the district will be necessitated by attendance at the conference.
3. The term "conference," as used in the preceding paragraphs, includes any meeting, convention, or other gathering which an individual will attend outside of the Oxnard School District, and which necessitates an absence from regular duties in the district.

Payment for Use of Employees' Automobiles

Certain employees use their vehicles in the performance of work for the school district. In cases where such use has been previously authorized an allowance for mileage will be paid in accordance with the provisions of the Board Policy.

Employees in positions requiring the regular use of their automobiles in the performance of their duties may be placed on a monthly flat-rate allowance. An employee to be considered for a flat-rate mileage allowance must have an assignment that:

1. Requires the use of the employee's own automobile in the performance of his/her duties.
2. Reflects a consistent pattern of miles traveled.

TRAVEL EXPENSES (continued)

3. Requires miles traveled per month, in excess of the minimum miles shown on the schedule of flat-rate allowances set forth in Board Policy and Administrative Procedures.

The average miles per month of required travel shall be certified by the employee's immediate supervisor with the approval of the Superintendent or Assistant Superintendent, Business and Fiscal Services.

The average miles per month shall be ascertained by comparison of similar job assignments, use of the district mileage chart, and possible requirements of periodic tabulation of actual miles traveled.

In the event of change in assignment that would vary the requirement in travel, the immediate supervisor shall re-certify the monthly flat-rate, requirement.

Monthly flat-rate allowances will be paid only for those months of actual duty. Proportionate deductions will be made for vacation periods, leaves of a week or more in duration, and other extended absences.

Travel Expense Claims

The Education Code provides for payment of "actual and necessary traveling expenses of any employee of the district."

The following regulations are based upon Ventura County governmental policies and are concurred with by the County Auditor, the County Superintendent of Schools, and the Oxnard School District.

This section of the Administrative Procedures is intended to supplement the officially adopted policies of the Board relative to payment of employee expenses for travel on behalf of the district.

1. *To receive reimbursement, employees must submit an Expense Reimbursement Voucher to their direct supervisor within 30 days of event.*
2. Only "actual and necessary" expense of the employee will be allowed.
3. Each employee must report expenses separately and be paid on separate warrants.
- 4.a. Original itemized receipts are required for all conference and travel expenses, including lodging, public transportation (plane, bus, train), meals, and conference registration fees. The request for reimbursement "shall be accompanied by an itemized bill showing the separate items and the price of each." (Education Code 42634) Please refer to AR 3350 for procedure regarding lost receipts.

TRAVEL EXPENSES (continued)

- 4.b. *Original itemized receipt cannot include any alcoholic beverages.*
- 5.a. Charges for individual meals except for those purchased in connection with formal banquets, group sessions, etc., in which a uniform price is charged to all in attendance, shall not exceed for any single day out of the district, the total amount permitted by the Board Policy and must be accompanied by original itemized receipts.
- 5.b. *Expenditures on travel days to and from events outside of Ventura County will be prorated.*
6. The following items are not considered "necessary" expenses:
- Expenses for persons not employed by the district
 - Laundry, valet service, personal phone calls, tips and services
 - Unidentified miscellaneous items
7. *Mileage to and from event will be reimbursed to employees. A "Mapquest" or similar document must be submitted to support mileage claim.*

Procedure for Lost Receipts

OSD Board Policy 3350 stipulates that expenses drawn for any purpose other than the purpose of salaries or wages shall be accompanied by an itemized bill showing the separate items and the price of each. This policy is to establish a procedure to allow reimbursement/payment when the required receipts are lost or destroyed prior to submittal for reimbursement. This procedure shall not apply to reimbursement of non-employee expenses, i.e. Independent Contractors or Workshop speakers.

This policy shall apply to all types of receipts required for all district expense reimbursement when there is no means of obtaining a duplicate receipt, i.e. taxi, parking, meals. It shall not apply to lodging and other receipts which can be replaced by requesting a duplicate from a vendor.

In the event that a receipt is lost or destroyed, the individual employee must submit a "Certification of Lost Receipt" form to the Director of Purchasing for the Superintendent's consideration. Said Certification is incorporated herewith as an Exhibit to this policy. The Superintendent or designee will review the Certification for validity and approve/deny based on the circumstances; it will then be returned to the individual.

If approved, the Certification shall be attached to the corresponding reimbursement claim and will be considered a "receipt" for purposes of the Business Office processing of the claim. If

the Certification is denied, the request for reimbursement will be considered null and void, and the individual will be held responsible for all expenses incurred in that instance.

Regulation
approved: October 19, 2011
revised: April 17, 2013

OXNARD SCHOOL DISTRICT
Oxnard, California

TRAVEL EXPENSES

OXNARD SCHOOL DISTRICT
CERTIFICATION OF LOST RECEIPT

Oxnard School District stipulates that expenses drawn for any purpose other than the purpose of salaries or wages of school district employees shall be accompanied by an itemized bill showing the separate items and the price of each. In the event of any misplaced itemized receipt, this form must be completed and returned to the Director of Purchasing.

On (date) I incurred an expense of \$ (amount) at (place)

for (items purchased). This expense was incurred in conjunction with (indicate meeting/activity where expense was incurred)

and includes the following guests: (must list by name)

The receipt for said expense was lost or destroyed prior to the submittal of my claim. The circumstances of the loss or destruction are as follows:

(Blank line for circumstances of loss or destruction)

Under penalty of perjury, I hereby certify that I did incur the charges listed above and that they are district expenses that are allowable per Board Policy. I further certify that I have not previously submitted a claim for this expenditure and that, if the lost receipt is subsequently found, I will not use it to submit a future claim. I understand that if my request is denied, I will be responsible for all expenses incurred in this instance.

(Claimant's Signature) (Print Name) (Date)

- I have reviewed this Certification and recommend the request be reimbursed in the amount stated above.
I have reviewed this Certification and recommend the request for reimbursement be denied and the applicant be held responsible for all expenses incurred in this instance.

Comments:

(Department Head's Signature) (Print Name) (Date)

- I hereby authorize the expense to be reimbursed as recommended above.
I hereby deny the request for reimbursement. The applicant is responsible for all expenses incurred in this instance.

Comments:

(Superintendent's or Designee's Signature) (Print Name) (Date)

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 11/12/14

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

School Attendance

In order to enhance educational options available to the children and parents in the Oxnard School District, the Board of Trustees has reconfigured its schools to enhance the educational program and provide children/parents with grade configuration options (K-5, K-8, 6-8) as well as subject matter/thematic options (Visual and Performing Arts and Environmental Science, Marine Science and Engineering/Robotics, Environmental Science and 3-D Design).

The implementation of this program in the first year, initiated in December 2013 for the 2014-2015 academic year, children/parents in the then 5th, 6th, and 7th grades were provided a choice of attending one of six K-8 schools or a 6th-8th Grade Academy. All other students were to remain in their attendance boundary school or the school of choice they attended in the 2012-2013 academic year.

In order to continue to provide opportunities for children and parents to choose the educational program that best fits their needs; the Board of Trustees developed a two-year phased implementation of modified enrollment process that no longer relies on geographical boundaries, but rather, on student/parent choice.

This policy is recommended to be implemented beginning November 13, 2014.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the District Superintendent that the Board of Trustees review revised Board Policy 5116, new Administrative Procedure and Exhibit 5116, as outlined above for a first reading.

ADDITIONAL MATERIAL:

- BP 5116
- AR 5116
- E 5116

SCHOOL ATTENDANCE Boundaries—

~~The Board of Trustees~~ *The District’s Educational reconfiguration is designed to enhance the add rigor to the educational program and provide children/parents with grade configuration options (K-5, K-8 and 6-8) as well as subject matter/thematic options (Visual & Performing Arts, Environmental Science, Digital ~~Digital Arts~~ Design, Robotics, Engineering & Marine Sciences and Technology).*

Based on the reconfigured educational program, the following options are available to children/parents:

<i>Haydock Academy</i>	<i>6th-8th</i>	<i>(Visual & Performing Arts & Environmental Science)</i>
<i>Frank Academy</i>	<i>6th-8th</i>	<i>(Marine Science and Engineering/Robotics)</i>
<i>Fremont Academy</i>	<i>6th-8th</i>	<i>(Environmental Science & 3-D Digital Arts Design)</i>
<i>Curren K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Chavez K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Driffill K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Kamala K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Lemonwood K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Soria K-8 School</i>	<i>K-8th</i>	<i>(Dual Language Immersion)</i>
<i>Brekke Elementary School</i>	<i>K-5th</i>	<i>(SScience & Inquiry investigations)</i>
<i>Elm Street Elementary School</i>	<i>K-5th</i>	<i>(Environmental, Life Science & Math</i>
		<i>Dual Language Immersion)</i>
<i>Harrington Elementary School</i>	<i>K-5th</i>	<i>(Arts & Environmental Science)</i>
<i>McKinna Elementary School</i>	<i>K-5th</i>	<i>(Multi-Media)</i>
<i>Marina West Elementary</i>	<i>K-5th</i>	<i>(Creative Arts & Environmental Science)</i>
<i>Marshall Elementary School</i>	<i>K-5th</i>	<i>(Visual & Performing Arts)</i>
<i>McAuliffe Elementary School</i>	<i>K-5th</i>	<i>(STEAM)</i>
<i>Ramona Elementary School</i>	<i>K-5th</i>	<i>(Environmental Science)</i>
<i>Ritchen Elementary School</i>	<i>K-5th</i>	<i>(Science, Technology & Arts-)</i>
<i>Rose Ave. Elementary School</i>	<i>K-5th</i>	<i>(Science & Wellness)</i>
<i>Sierra Linda Elementary School</i>	<i>K-5th</i>	<i>(Arts & Health)</i>

In order to maximize the opportunities for children and parents to choose the educational program that best fits their needs, learning potential and interests, the Board of Trustees has developed a two-year phased implementation of modified enrollment process that no longer relies on geographical boundaries, but rather, on student/parent choice.

SCHOOL ATTENDANCE Boundaries— (continued)

For the 2015-2016 academic year and for each year thereafter, the following guidelines shall apply:

1. ~~described in the event there are more request for a given school than space, a lottery system will be used to determine placement. Children/parents who select a K-8 school shall endeavor to continue at the K-8 through the 8th grade to receive the benefits of the K-8 experience;~~
2. Children currently enrolled in a school site will have priority to return to the same school site in the following academic year;
3. All incoming children for all other grades will be accommodated on a first come-first serve, open seat available basis; New incoming students will be accommodated only after current 5th grade students are all accommodated at 6th-8th Grade Academies of their choosing for the upcoming school year;
4. Each December, the District Administration will begin the 5th grade Academy enrollment process whereby 5th graders at K-5 schools only will select the 6th-8th grade Academy they would like to attend the following year. ~~In the event there are more requests for a given academy than space, a lottery system will be used to determine placement. The District Administration shall utilize a randomized, unbiased system to assign school attendance in the event a school is oversubscribed and shall further utilize the following criteria for prioritizing certain student's choices:~~
 - a. If a student has been the victim of a violent criminal offense;
 - b. If special circumstances exist that might be harmful or dangerous to a student, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student;
 - c. To the extent desired by a parent, siblings shall have priority to attend the same school;

After all 5th Graders are accommodated, children/parents will continue to have available to them the School of Choice/IntraDistrict Open Enrollment option in the event that they would like an intra-district transfer from one school to another. This option shall be available on a first come-first serve, space available basis.

~~shall establish school attendance boundaries in order to maximize the efficient use of district facilities and effective administration of district schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.~~

~~When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:~~

1. School enrollment data, including declining enrollment patterns
2. Facility capacity and design, including potential commercial and residential developments
3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance
4. Federal, state, or court mandates
5. Community input
6. Student safety
7. Transportation capacity
8. Community and neighborhood identity
9. Geographic features of the district, including traffic patterns
10. Educational programs, such as magnet schools and charter schools

~~(cf. 7160—Charter School Facilities)~~

~~11. Consistency between municipal boundaries and high school boundaries~~

~~12. Other factors~~

~~(cf. 5116.1- Intradistrict Open Enrollment)~~

~~(cf. 5117 - Interdistrict Attendance)~~

~~Students residing in a community facilities district shall have priority, to the extent provided by law, for attendance at schools financed in whole or in part by the community facilities district. The degree of priority must reflect the proportion of each school's financing provided through the community facilities district. (Government Code 53312.7) Is this in reference to homeless and Foster children? They have to have priority.~~

~~(cf. 7212—Mello-Roos Districts)~~

~~In order to alleviate overcrowding, the Superintendent or designee may place some students in a school outside of their attendance area. Parents/guardians of students who are attending schools outside of their attendance area shall be notified of the school their child will be attending as soon as possible. If available, transportation shall be provided for such students.~~

~~(cf. 3541—Transportation Routes and Services)~~

BP 5116(b)

SCHOOL ATTENDANCE Boundaries— (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color, ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Crawford v. Board of Education (1976) 17 Cal.3d 280

Jackson v. Pasadena City School District (1963) 59 Cal.2d 876

Management Resources:

WEB SITES

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

ACADEMY SCHOOL ATTENDANCE

To implement the School Attendance Boundaries Policy, in particular, those provisions related to the selection of a 6th - 8th Grade Academy by 5th Graders in the K-5 Schools, the Superintendent or designee shall utilize the following procedures:

1. During the month of ~~December~~ January of each year, the Superintendent or designee shall send a communication home with each 5th Grader in the K-5 Elementary Schools providing the child and parent an opportunity to rank the three 6-8th Grade Academies in order of preference for purposes of attendance. The communication shall be in substantially the form provided herein as a sample.
2. These forms shall be due to the District Enrollment Office or the child's school site office by a date set forth in the communication, no ~~later~~ sooner than 30 days from the date sent to the parent ~~than January 14 of each year~~.
3. The Superintendent or designee shall endeavor to place each 5th Grade K-5 ~~Oxnard~~ ~~child~~ child in the school Academy of his or her first choice. If however, an Academy receives more first choice requests than the 6th Grade capacity at that site, the Superintendent or designee shall utilize a randomized, unbiased system to assign school attendance for that site. In the event a school is oversubscribed, the administration may further consider the following criteria for prioritizing ~~certain~~ student's choices:
 - a. If a student has been the victim of a violent criminal offense;
 - b. If special circumstances exist that might be harmful or dangerous to a student, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student;
 - c. To the extent desired by a parent, siblings shall have priority to attend the same school;
4. The Superintendent or designee shall utilize this methodology until all 5th Grade children have been assigned to a 6th-8th Grade Academy Program.
5. The Superintendent or designee shall place all 5th Grade children prior to processing any School of Choice/Intra-District transfer applications.

Notifications/Appeal

Notification of school assignment ~~s~~ shall be sent to parents/guardians by no later than March 30th of each school year.

Any ~~complaints~~ concern regarding the selection process or the placement decision shall be submitted to the Superintendent or designee as an appeal. -

To appeal a placement decision, the appealing party shall submit a written request specifying the reasons why the decision should be overruled. The appeal must be initiated within 10 school days of the placement notification.

Within 30 days of receiving the appeal, the Superintendent or designee shall determine whether or not to overrule the placement decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party.

OXNARD SCHOOL DISTRICT
1051 South "A" Street • Oxnard, California 93030
(805) 385-1501
http://www.oxnardsd.org

Open Enrollment for 6th, 7th and 8th Graders for the 2014-2015 Academic Year

Student ID *~~2092516~~*-XXXXXXX

To the Parent(s) of:
[[Student Name]]
[[Student Home Address } }
Oxnard, CA 93030

RE: [[School Name]]
Teacher: [[Teacher's Last Name]]

Each child in the 5th Grade at a K-5 Elementary School in the Oxnard School District has the option to attend one of three 6th-8th Grade Academy School Programs. ~~By now, your~~ Your child has received information regarding each of the Academy programs in the District. They are as follows:

- Haydock Academy 6th-8th (Visual & Performing Arts & Environmental Science)
- Frank Academy 6th-8th (Marine Science and Engineering/Robotics)
- Fremont Academy 6th-8th (Environmental Science & 3-D Design)

In order to select the program you would like your child to attend, you must prioritize the selection on the form below and return it to the District's enrollment office or the school site office where your child attends school by no later than **January 14th** _____. Please indicate your 1st, 2nd, and 3rd choices as set forth in the example to the right of the page. Please remember to sign and date the form before returning it.

If you need assistance filling out this form, please ask your child's ~~teacher~~ school site staff ~~at parent/teacher conferences~~.

Please indicate your order of preference by placing a check mark in the box next to the name of each school. See example to the right.

Haydock Academy (Visual & Performing Arts & Environmental Science)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Frank Academy (Marine Science and Engineering/Robotics)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Fremont Academy (Environmental Science & 3-D Design)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

~~Intradistrict Open Enrollment~~

~~The Board of Trustees desires to provide enrollment options that meet the diverse needs and interests of district students. The Superintendent or designee shall establish~~

procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. ~~5117~~—Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code ~~35160.5~~)

(cf. ~~5111.1~~—District Residency)

(cf. ~~5111.12~~—Residency Based on Parent/Guardian Employment)

(cf. ~~5111.13~~—Residency for Homeless Children)

The Board shall annually review this policy. (Education Code ~~35160.5, 48980~~)

~~Enrollment Priorities~~

Priority for attendance outside a student's attendance area shall be given as follows:

1. If a district school receiving Title I funds is identified for program improvement, corrective action, or restructuring, all students enrolled in that school shall be provided an option to transfer to another district school or charter school. (20 USC ~~6316~~)

(cf. ~~0420.4~~—Charter Schools)

(cf. ~~0520.2~~—Title I Program Improvement Schools)

(cf. ~~6171~~—Title I Programs)

2. If while on school grounds a student becomes the victim of a violent criminal offense, he/she shall be provided an option to transfer to another district school or charter school. (20 USC ~~7912~~)

3. If a student attends a school designated by the California Department of Education as "persistently dangerous," he/she shall be provided an option to transfer to another district school or charter school. (20 USC ~~7912~~; 5 CCR ~~11992~~)

(cf. ~~0450~~—Comprehensive Safety Plan)

4. The Superintendent or designee may approve a student's transfer to a district school that is at capacity and otherwise closed to transfers upon finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area, including, but not limited to, threats of bodily harm or threats to the emotional stability of the student.

To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code ~~35160.5~~)

a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, or marriage and family therapist

b. A court order, including a temporary restraining order and injunction

5. Priority may be given to siblings of students already in attendance in that school.

6. Priority may be given to any student whose parent/guardian is assigned to that school as his/her primary place of employment.

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. A school's capacity shall be calculated in a nonarbitrary manner using student enrollment and available space. (Education Code ~~35160.5~~)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code ~~35160.5~~)

~~(cf. 6172—Gifted and Talented Student Program)~~

~~No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)~~

~~(cf. 5116—School Attendance Boundaries)~~

~~Transportation~~

~~Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds.~~

~~(cf. 3250—Transportation Fees)~~

~~(cf. 3540—Transportation)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~35160.5 District policies; rules and regulations~~

~~35291 Rules~~

~~35351 Assignment of students to particular schools~~

~~48980 Notice at beginning of term~~

~~CODE OF REGULATIONS, TITLE 5~~

~~11992 11994 Definition of persistently dangerous schools~~

~~UNITED STATES CODE, TITLE 20~~

~~6316 Transfers from program improvement schools~~

~~7912 Transfers from persistently dangerous schools~~

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~

~~200.36 Dissemination of information~~

~~200.37 Notice of program improvement status, option to transfer~~

~~200.39 Program improvement, transfer option~~

~~200.42 Corrective action, transfer option~~

~~200.43 Restructuring, transfer option~~

~~200.44 Public school choice, program improvement schools~~

~~200.48 Transportation funding for public school choice~~

~~COURT DECISIONS~~

~~Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th~~

1275

~~ATTORNEY GENERAL OPINIONS~~

~~85 Ops.Cal.Atty.Gen. 95 (2002)~~

~~Management Resources:~~

~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~

~~Unsafe School Choice Option, May 2004~~

~~Public School Choice, February 2004~~

~~WEB SITES~~

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, Unsafe School Choice~~

~~Option: <http://www.cde.ca.gov/ls/ss/se/useo.asp>~~

~~U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>~~

~~Policy OXNARD SCHOOL DISTRICT adopted: November 2, 2011 Oxnard, California~~

EXHIBIT

Version: December 10, 2014

OXNARD SCHOOL DISTRICT

Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: November 12, 2014

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

1st READING – ADOPTION OF NEW BOARD BYLAW BB 9130.1 (Vaca)

The administration is requesting to add a new Board Bylaw, BB 9130.1, relative to Personnel Commissioners compensation. This policy was inadvertently left out of the new adoption when the District changed over to GAMUT.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the new BB 9130.1, as outlined above.

ADDITIONAL MATERIAL

BB 9130.1 (1 page)

Board Bylaws BB 9130.1

COMPENSATION OF PERSONNEL COMMISSIONERS

Remuneration

Compensation of Members of the Personnel Commission

The Board may authorize payment to members of the Personnel Commission. If the Board authorizes payment to members of the Commission, each commissioner shall receive a payment in the amount of \$50 per meeting, not to exceed \$250 per month. (Education Code Section 45250.)

Fringe Benefits

Members of the Personnel Commission may participate in the health and welfare benefits program in accordance with Section 53208.5 of the Government Code. The District may contribute towards the premiums for health benefits up to an amount equivalent to the amount provided to CSEA employees of the District.

Legal Reference:

EDUCATION CODE

45250 Compensation (services as members of personnel commission)

GOVERNMENT CODE

53200-53209 Group insurance

Bylaw **OXNARD SCHOOL DISTRICT**

Adopted: December 10, 2014 Oxnard, California

COMPENSATION OF PERSONNEL COMMISSIONERS

Remuneration

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EDUCATION CODE

45250 Compensation (services as members of personnel commission)

GOVERNMENT CODE

53200-53209 Group insurance

Bylaw
Adopted: December 10, 2014

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: November 12, 2014

STUDY SESSION

CLOSED SESSION

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading X 2nd Reading _____

1st READING - REVISION TO BB 9250 (Vaca)

Language was added to BB 9250 to align Board Member health and welfare costs to the most generous schedule offered by the District. This is in accordance with Government Code 53208.5.

The added language is indicated by *italicized* font on the attached.

FISCAL IMPACT

\$6,740.00 annually to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the revisions to BB 9250, as outlined above.

ADDITIONAL MATERIAL

BB 9250 (3 pages)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Remuneration

Each member of the Board of Trustees may receive the monthly compensation as provided for in law. Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code [35120](#).

On an annual basis, the Board may increase the compensation of Board Members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Reimbursement of Board Member's Employer

Education Code Section 44987.3 permits a California public school district to grant a leave of absence for a period of no more than twenty (20) school days to any employee, upon request, to serve on the Oxnard School District Board. Board Members who are employed by a California public school district shall notify the Board of Trustees that they intend to avail themselves of this section of the Education Code.

In the event that the Board agrees to reimburse the Board Member's employing district for the cost of the substitute and actual administrative costs related to the leave of absence, the Board shall notify the Board Member's employing District of the service and communicate said agreement. The service must be performed in the State of California.

Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 – Board Development)

The reimbursement shall be the same rate specified for district personnel.

(cf. 3350 – Travel Expenses)

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program in accordance with Section 53208.5 of the Government Code. ~~The District shall contribute **the full amount** towards the participating Board Members' health and welfare benefits premium, to the same extent that the District contributes towards the benefits of the District Management employees. Board members may participate in the health and welfare benefits program provided for district employees.~~

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code [53208.5](#))

The District shall pay the health and welfare benefit premiums for Board members electing to participate in the District health and welfare benefits program to the same extent as the most generous schedule of benefits for other employees of the district.

(cf. 4154/4254/4354 – Health and Welfare Benefits)

BB 9250(b)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Benefits for Retired Members

Prior to January 11, 1995, the District provided retiring elected members of the Board with continued, paid health and welfare retirement benefits. As provided for under California law, the District must honor its commitment to those members of the Board that retired and met the criteria under Section 53201 of the Government Code and elected to continue their health and welfare benefits at the time of retirement. Currently, the Board is comprised of five members, all whose terms started after January 1, 1995, and are therefore not eligible to receive District paid health and welfare benefits upon leaving office.

However, the law permits elected members of the Board to participate in the health and welfare benefits offered to current employees on a self-pay basis, if the elected member chooses to retire or not seek elected office after reaching the age of 55 years and who served 9 continuous years in office. The retiring board member must pay the entire amount of the health and welfare premium to continue participation in the health and welfare benefit program upon retirement. (Section 53201 of California Government Code)

Legal Reference:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as members of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

44987.3 Leave of Absences for Board Service Reimbursement

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

UNITED STATES CODE, TITLE 26

403(b) Tax sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw

adopted: November 16, 2011

revised: February 15, 2012

revised: ~~December 10, 2014~~ ~~August 20, 2014~~

OXNARD SCHOOL DISTRICT

Oxnard, California

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Remuneration

Each member of the Board of Trustees may receive the monthly compensation as provided for in law. Each member of the Governing Board may receive the maximum monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board Members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the Board. (Education Code 35120)

Reimbursement of Board Member's Employer

Education Code Section 44987.3 permits a California public school district to grant a leave of absence for a period of no more than twenty (20) school days to any employee, upon request, to serve on the Oxnard School District Board. Board Members who are employed by a California public school district shall notify the Board of Trustees that they intend to avail themselves of this section of the Education Code.

In the event that the Board agrees to reimburse the Board Member's employing district for the cost of the substitute and actual administrative costs related to the leave of absence, the Board shall notify the Board Member's employing District of the service and communicate said agreement. The service must be performed in the State of California.

Reimbursement of Expenses

Board members shall be reimbursed for traveling expenses incurred when authorized in advance by the Board. (Education Code 35044)

(cf. 9240 – Board Development)

The reimbursement shall be the same rate specified for district personnel.

(cf. 3350 – Travel Expenses)

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program in accordance with Section 53208.5 of the Government Code. ~~The District shall contribute towards the participating Board Members' health and welfare benefits premium to the same extent that the District contributes towards the benefits of the District Management employees. Board members may participate in the health and welfare benefits program provided for district employees.~~ ***the full amount***

Health and welfare benefits for Board members shall be no greater than that received by the district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The District shall pay the health and welfare benefit premiums for Board members electing to participate in the District health and welfare benefits program to the same extent as the most generous schedule of benefits for other employees of the district.

(cf. 4154/4254/4354 – Health and Welfare Benefits)

BB 9250(b)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Benefits for Retired Members

Prior to January 11, 1995, the District provided retiring elected members of the Board with continued, paid health and welfare retirement benefits. As provided for under California law, the District must honor its commitment to those members of the Board that retired and met the criteria under Section 53201 of the Government Code and elected to continue their health and welfare benefits at the time of retirement. Currently, the Board is comprised of five members, all whose terms started after January 1, 1995, and are therefore not eligible to receive District paid health and welfare benefits upon leaving office.

However, the law permits elected members of the Board to participate in the health and welfare benefits offered to current employees on a self-pay basis, if the elected member chooses to retire or not seek elected office after reaching the age of 55 years and who served 9 continuous years in office. The retiring board member must pay the entire amount of the health and welfare premium to continue participation in the health and welfare benefit program upon retirement. (Section 53201 of California Government Code)

Legal Reference:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as members of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

44987.3 Leave of Absences for Board Service Reimbursement

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

UNITED STATES CODE, TITLE 26

403(b) Tax sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS
83 Ops. Cal. Atty

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw

adopted: November 16, 2011

revised: February 15, 2012

revised: December 10, 2014~~August 20, 2014~~

OXNARD SCHOOL DISTRICT

Oxnard, California



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2014

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

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

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

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-11-13

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

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

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

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

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

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

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

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

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

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

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

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

Board Meetings are video-taped and televised.

PROCEDUES 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 filling 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