

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

**Dr. Cesar Morales**  
Superintendent  
**Ms. Lisa Cline**  
Deputy Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Ms. Robin I. Freeman**  
Assistant Superintendent,  
Educational Services

## **AGENDA #15 REGULAR BOARD MEETING**

**Wednesday, May 4, 2016**

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

**Closed Session To Follow**

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

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

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

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

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

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

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

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

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37



**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



**Visión:**

Capacitar a cada alumno para que logre la excelencia académica

**Misión:**

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

**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. Bertha Anguiano, Principal of Ritchen School, will introduce Natalie Garcia, 2nd grader in Mrs. Leppaluoto’s class, who will lead the audience in the Pledge of Allegiance.

**A.3 District’s Vision and Mission Statements**

The District’s Vision and Mission Statements will be read by Natalie Garcia, 2nd grader in Mrs. Leppaluoto’s class in English and Thristan Flores, 2<sup>nd</sup> grader in Mrs. Kleinheksel’s class will read them in Spanish.

**A.4 Presentation by Ritchen School**

Mrs. Anguiano will provide a short presentation to the Board regarding Ritchen School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

**A.5 Adoption of Agenda (Superintendent)**

Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

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

**A.6 Student Recognition of Strawberry Festival Youth Art Contest Winner (Dr. Morales)**

The Board will recognize Luz Gonzalez, 6th grader at RJ Frank Middle School, who won the 2016 California Strawberry Festival’s Youth Art Contest.

**A.7 Study Session – CHAMPS (Freeman/Ridge)**

The Board of Trustees will receive a presentation on the District’s implementation of CHAMPS, a positive behavior approach that explains to students what is expected.

**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 and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

**A.9 Closed Session**

1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 1 case
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
  - Case No. 15-12 (Action Item)

**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)***

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3. Pursuant to Section 54956.8 of the *Government Code*:
  - Conference with Real Property Negotiators (for acquisition of new school site):
    - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
    - Agency Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia
    - Negotiators: Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
    - Negotiating Dennis Hardgrave on behalf of the property owners
    - Parties:
      - Under Instruction to agency negotiator on price and terms.
    - Negotiations:
  
4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
  - Conference with Labor Negotiator:
    - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
    - Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel - Administrators, Classified Management, Confidential
  
5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee(s) Reassignment/Appointment:

***A.10 Reconvene to Open Session***

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**7:00 PM**

***A.11 Report Out of Closed Session***

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The Board will report on any action taken in closed session or take action on any item considered in closed session, including expulsion of students.

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)

- Case No. 15-12 (Action Item)
  - Motion: \_\_\_\_\_, Second: \_\_\_\_\_
  - Roll Call Vote:
    - Duff \_\_, O’Leary \_\_, Morrison \_\_ Cordes \_\_, Robles-Solis \_\_

***A.12 Recognition For “Teacher Appreciation Week 2016” (Dr. Morales)***

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The Board of Trustees will adopt and present Resolution #15-30 “Teacher Appreciation Week 2016” recognizing May 2-6, 2016, as Teacher Appreciation Week 2016, to representatives of the Oxnard Educators Association.

Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

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

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

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

***A.13 Resolution #15-31 For National School Nurse Day – May 11, 2016 (Freeman/Ridge)***

The Board of Trustees will adopt Resolution #15-31 “National School Nurse Day”, recognizing May 22, 2016, as National School Nurse Day. The Board will recognize and present the Resolution to School Nurses in attendance.

Moved:  
 Seconded:  
 Vote:

**ROLL CALL VOTE:**

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

***A.14 Adoption and Presentation of Resolution #15-37 “Better Hearing & Speech Month – May 2016 (Freeman/Gern)***

The Board of Trustees will adopt Resolution #15-37 for the Speech/Language and Hearing Specialists of the Oxnard School District and recognize the month of May 2016, as Better Hearing and Speech Month. The Board will recognize and present the Resolution to Speech/Language and Hearing Specialists in attendance.

Moved:  
 Seconded:  
 Vote:

**ROLL CALL VOTE:**

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

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

## Section B HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

## Section 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:

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

### *C.1 Agreements*

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #15-230 with The Bodine Group, to provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach; May 7, 2016 through May 6, 2017; amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds;</li> </ul>	Vaca
<ul style="list-style-type: none"> <li>▪ #15-231 with Oxnard Performing Arts &amp; Convention Center, for the 8<sup>th</sup> Grade Promotion Ceremonies for Frank, Fremont and Haydock Middle Schools on Thursday, June 16, 2016; amount not to exceed \$2,088.75, to be paid with Unrestricted General Funds;</li> </ul>	Freeman
<ul style="list-style-type: none"> <li>▪ #15-232 with The Great Books Foundation, to provide an on-site two day Shared Inquiry Essential Course to teachers at Fremont Middle School on May 31<sup>st</sup> and June 1<sup>st</sup>, 2016; amount not to exceed \$4,750.00, to be paid with Title I Funds;</li> </ul>	Freeman/ Brisbine
<ul style="list-style-type: none"> <li>▪ #15-233 with Ventura County Office of Education, to provide three (3) full days and one (1) half day of educational blogging training for McKinna School teachers and administrators; amount not to exceed \$3,625.00, to be paid with Title I Funds;</li> </ul>	Freeman/ Jenks
<ul style="list-style-type: none"> <li>▪ #15-234 with Buck Institute for Education, to provide training in Project Based Learning for up to 35 educators from the Oxnard School District’s three (3) middle school academies on May 18, 2016; amount not to exceed \$5,700.00, to be paid with MSAP Grant;</li> </ul>	Freeman/ West
<ul style="list-style-type: none"> <li>▪ #16-01 with City of Oxnard Recreation and Community Services ASES, to provide a high quality after school program at each school site in the Oxnard School District; July 1, 2016 through June 30, 2017; amount not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, to be paid from After School Education and Safety (ASES) Grant;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #16-02 with The University Corporation, to provide professional development and coaching to design lesson activities and assessments for three (3) 8<sup>th</sup> grade mathematics teachers; May 5, 2016 through December 31, 2018; no cost to the District;</li> </ul>	Freeman
<ul style="list-style-type: none"> <li>▪ #16-03 with Oxnard Performing Arts &amp; Convention Center, for the 2016 SIP Day Orientation on August 16, 2016; amount not to exceed \$1,219.00, to be paid with Unrestricted General Funds;</li> </ul>	Freeman
<ul style="list-style-type: none"> <li>▪ #16-04 with Oxnard Police Department, to provide the services of two (2) School Resource Officers to support the Oxnard School District; July 1, 2016 through June 30, 2017; amount not to exceed \$261,000.00, to be paid with School Safety Funds;</li> </ul>	Dr. Morales/ Cline

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

**Section C**  
**CONSENT AGENDA**

(continued)

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

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #15-02 with Ventura County Office of Education, to provide exceptional services for six (6) additional special education students during the 2015-16 school year, including Extended School Year; original contract was \$101,051.28, amendment #1 is for \$152,305.95 for a total contract of \$253,357.23; to be paid with Special Education Funds;</li> </ul>	Freeman/ Gern
<ul style="list-style-type: none"> <li>▪ Amendment #2 to Agreement #15-79 with Ventura County Office of Education, SELPA for additional Occupational Therapist (OT) services or Certified Occupational Therapist (COTA) services for the 2015-16 school year; original contract was \$107,520.00, amendment #1 was \$13,440.00, amendment #2 is for \$3,080.00, for a total contract of \$124,040.00; to be paid with Special Education Funds;</li> </ul>	Freeman/ Gern
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #15-90 with CompHealth Medical Staffing, to provide additional service providers to Oxnard School District students for 2015-16 school year; amount not to exceed stated hourly rates per position, to be paid with Special Education Funds;</li> </ul>	Freeman/ Gern
<ul style="list-style-type: none"> <li>▪ #15-219 with Passageway School, to provide nonpublic school services for student RP031903 for the 2015-16 school year, including Extended School Year, beginning February 22, 2016; amount not to exceed \$26,828.00, to be paid with Special Education Funds.</li> </ul>	Freeman/ Gern

***C.3 Purchase Order/Draft Payment Report #15-06***

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #15-06, as submitted.	Dept/School Cline/ Franz
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***C.4 Approval of Notice to Set Date of Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees schedule the public hearing for OEA and the District's initial proposals for May 18, 2016.	Dept/School Vaca
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***C.5 2015-2016 Third 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 2015-2016, Third 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.6 Request Approval for Overnight Field Trip at Santa Barbara Zoo***

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal at McAuliffe School that the Board of Trustees approve the request for overnight field trip of approximately 123 fifth grade students from McAuliffe School to participate in the Overnight Safari at the Santa Barbara Zoo on June 10, 2016 returning June 11, 2016; amount not to exceed \$9,800.00, to be paid out of PTA Funds.

Dept/School  
Freeman/  
Duran

***C.7 Request for Approval to Attend Out of State Training – Harvard University’s Project Zero Classroom in Cambridge, Massachusetts***

It is the recommendation of the Assistant Superintendent, Educational Services and the MSAP Director, that the Board of Trustees approve request for 15 middle school educators to participate in Harvard University’s Project Zero Classroom in Cambridge, Massachusetts from July 17, 2016 through July 22, 2016; amount not to exceed \$82,000.00, to be paid with MSAP Grant.

Dept/School  
Freeman/  
West

***C.8 Consideration of Approval of New Job Description: Director of Dual Language Programs***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the new job description for the Director of Dual Language Programs, as presented.

Dept/School  
Vaca

***C.9 Setting of Date for Public Hearing – 2015-2018 Educator Effectiveness Grant***

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees set the date of Wednesday, May 18, 2016 for a public hearing on the 2015-2018 Educator Effectiveness Grant.

Dept/School  
Freeman

***C.10 Establish/Abolish/Reduce/Increase Hours of Positions***

It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.

Dept/School  
Koch

***C.11 Personnel Actions***

It is recommended that the Board approve personnel actions, as submitted.

Dept/School  
Vaca/Koch

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

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

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

**D.1 Approval of Agreement #15-222 – Gloria Centurion Arce (Freeman/West)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, MSAP that the Board of Trustees approve Agreement #15-222 with Gloria Centurion Arce to design and paint a 200 foot mural at Haydock Middle School; amount not to exceed \$10,000.00, to be paid with MSAP Grant.

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

**ROLL CALL VOTE:**

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

**D.2 Consideration and Approval of Amendment #001 to Agreement #13-121 for SVA Architects to Provide Additional Architectural Services for the Elm Reconstruction Project for Additional Architectural and Engineering Services to Provide Revised Plans for the Kitchen (Cline/Bhatia/CFW, Inc.)**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with CFW, Inc., that the Board of Trustees approve Amendment #001 to Agreement #13-121 with SVA Architects to complete additional services for the Elm Reconstruction Project for additional architectural and engineering services to provide revised plans for the kitchen redesign; amount will be a flat “all-in” Basic Fee for additional work of \$27,140.00, to be paid with Measure “R” Funds.

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

**ROLL CALL VOTE:**

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

**D.3 Declaration, Offer and Disposition of Obsolete Textbooks and Instructional Materials – Obsolete Material Disposal No. 1, 2016 (Freeman)**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the disposal of textbooks and materials, Obsolete Material Disposal No. 1, 2016, in accordance with Education Code and Board Policy.

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

**ROLL CALL VOTE:**

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

**D.4 Approval of Resolution #15-36 Ordering A Regular Governing Board Member Election, Ordering Consolidation With Other Elections, And Constituting “Specifications Of The Election Order” To Be Held On November 8, 2016 (Dr. Morales)**

It is recommended that the Board adopt Resolution #15-36 Ordering A Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specifications of the Election Order”, to be held on November 8, 2016. Furthermore, the executed resolution shall be forwarded to Ventura County Office of Education for processing with the County Clerk Office.

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

**ROLL CALL VOTE:**

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

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

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

***E.1 Report on the Pilot of ELA/ELD Material (Freeman/Thomas)***

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The Board of Trustees will receive a report on the process of the K-5 ELA/ELD materials adoption process.

**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 BP 0460 AR 0460	Philosophy, Goals, Objectives, and Comprehensive Plans LCAP	Freeman
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***F.2 Second Reading of Board Policies, Regulations and Bylaws***

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

Revision AR 0420.4	Philosophy, Goals, Objectives, and Comprehensive Plans CHARTER SCHOOLS	Freeman
Revision BP 0500	Philosophy, Goals, Objectives, and Comprehensive Plans ACCOUNTABILITY	Freeman
Revision BP 6179	Instruction SUPPLEMENTAL INSTRUCTION	Freeman

**ROLL CALL VOTE:**

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

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

## Section G CONCLUSION

### *G.1 Superintendent's Announcements (3 minutes)*

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

Notes:

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

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

Notes:

### ADJOURNMENT

Moved:  
Seconded:  
Vote:

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



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

**Presents to**

**LUZ GONZALEZ**  
**6th Grader**  
**Frank School**

**2016 CALIFORNIA STRAWBERRY FESTIVAL  
YOUTH ART CONTEST WINNER**

**May 4, 2016**

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 5/4/16

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

**TITLE:** CHAMPS- Positive Behavior Presentation (Freeman/Ridge)

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Oxnard School District is implementing CHAMPS, a positive behavior approach that explains to students what is expected. Targeted schools are being equipped with CHAMPS which provides research-based techniques and strategies that can improve student behavior, attitude, and motivation. Teachers can structure and organize their classrooms to prompt responsible student behavior.

CHAMPS Training Model

ALL Staff – certificated and classified

Oxnard SD partners:

- Ventura County Office of Education (VCOE)
- Safe and Civil Schools (SCS) – Publisher of CHAMPS
- CHAMPS Champions! – OSD Counselors
- Targeted Support – Select sites
- Phase Model – 3 years
- Differentiated Approach – Customized
- Coaching
- Observation, feedback, monitoring and support – Site visits
- VCOE workshops

Target Sites

2015 – 2016: Three (one K-5, one K-8, one middle) – Cohort A

2016 – 2017: Four (two K-5 and two K-8) – Cohort B

2017 -2018: (one K-5, one K-8, one middle) – Cohort C

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services that the Board of Trustees approve the above presentation.

**ADDITIONAL MATERIAL(S):**

Power Point

# CHAMPS

*What is it?*

**Positive**

**Behavior Approach (not a program)**

**Explains to students what is expected**



# Why CHAMPS?

Current Reality: Not all students come to us motivated and/or responsible.

- Some students come responsible and highly motivated.
- Some students come responsible, but only moderately motivated.
- Some students come severely at-risk.

# CHAMPS

CHAMPS provides research-based techniques and strategies that can improve student behavior, attitude, and motivation.

# CHAMPS: What It Is *Not?*

- A “Canned” Program
- Another Bandwagon
- Just a Product
- All teachers ARE NOT expected to have the same CHAMPS expectations!



# CHAMPS Basic Beliefs

- Teachers can structure and organize their classrooms to prompt responsible student behavior.
- Teachers should overtly and consciously teach students how to behave responsibly in every classroom/school situation.

# CHAMPS Basic Beliefs

- Teachers should focus more time, attention, and energy on acknowledging responsible behavior than responding to misbehavior.
- Teachers should preplan their responses to misbehavior to ensure that they will respond in a brief, calm, and consistent manner.

# Reasons for Teaching Behavior

## 1. Problem Behavior

- a. Skill deficit
- b. Performance deficit
- c. Skills are not taught in context
- d. Skills are not consistently rewarded and encouraged

2. To **learn a new behavior**, it needs to be repeated an average of **8 times**

3. To **unlearn** an old behavior and replace it with a new behavior, it must be repeated an average of **28 times**

- Harry Wong

# CHAMPS

## **C-Conversation**

Can students talk to each other during this activity or transition?

## **H- Help**

How do students get their questions answered?  
How do they get your attention?

## **A- Activity**

What is the task or objective? What is the expected end product?

## **M-Movement**

How can students move about?

## **P- Participation**

What does the expected student behavior look and sound like?

## **S-Success!**



**C**

Conversation



Voice Level 0  
(No Talking)

**H**

Help



Raise Hand  
to ask for  
help

**A**

Activity



Work at Desk  
**ALONE**

**M**

Movement



**NO**  
Restroom

**P**

Participation



-Feet on Floor-  
-Tummy to Table-  
-Pencil to Paper-  
-Brain On-  
-Mouths Off-

Finished?  
Make it  
Better





# CHAMPS

## Conversation

- ➔ Silent
- Partner Talk
- Table Talk

## Help

- ➔ Raise Your Hand
- Ask Your Partner
- Come See Me

## Activity

- ➔ Independent Work
- Teacher Directed/  
Discussions
- Partner Groups

## Movement

- ➔ Stay Seated
- Only With Permission
- Free to Move Around  
Room

## Participation

- ➔ Answer Questions When  
Called On
- Focused on Assignment
- Everyone Shares Ideas

# CHAMPS on the Playground



## **CONVERSATION**

Voice Level 3 or 4

When the bell rings,  
freeze and get down.

When the whistle  
blows,  
WALK to your line.



## **HELP**

Walk to a campus  
assistant.

Ask for help  
politely.



## **ACTIVITY**

Play safely with all  
equipment.

KHFOOTY

Be a good sport.



## **MOVEMENT**

Run  
Walk  
Jump  
Play



## **PARTICIPATION**

Move carefully.  
Include others  
Use kind words.  
Show respect.  
Follow game rules.  
Use equipment  
safely.



## **SUCCESS!**

# CHAMPS in the Cafeteria



**CONVERSATION**



Walk in to the cafeteria at level 0.  
Talk with one other student  
after being seated at level 2.



**HELP**



Raise your hand  
to ask for help.



**ACTIVITY**

**CHAMPS  
Expectations  
for  
Eating in  
Cafeteria**



**MOVEMENT**



Enter and walk  
into the cafeteria in  
a single-file line.  
Sit at your assigned table.  
KHFOOTY



**PARTICIPATION**



Eat your lunch and  
clean up after yourself.



**SUCCESS**



**SUCCESS!**

# CHAMPS in the Restroom



Go, Flush, Wash, Leave

# STOIC

S = Structure for success

T = Teach expectations

O = Observe and monitor

I = Interact positively

C = Correct fluently

# Structure

- CHAMPS
- Schedules
- Routines
- Procedures
- Environment
- Lessons
- Activities

# Teach

- Expectations
- Teach the **behaviors**
- Model
- Reteach
- Reteach
- Reteach
- Reteach
- Reteach
- Reteach
- Reteach

# Observe and Monitor

- Supervise
- Scan
- Circulate
- Periodic data collection



# Interact Positively

- Interact with every student
- Non-contingent positives
- Promote and acknowledge responsible behavior
- Ratio of interactions 3:1

# Correct Fluently

- Consistently
- Calmly
- Immediately
- Briefly
- Respectfully
- Privately (if possible)

# CHAMPS Training Model

- ALL Staff – certificated and classified
- Oxnard SD partners:
  - Ventura County Office of Education (VCOE)
  - Safe and Civil Schools (SCS) – Publisher of CHAMPS
- CHAMPS Champions! – OSD Counselors
- Targeted Support – Select sites
- Phase Model – 3 years
- Differentiated Approach – Customized
- Coaching
- Observation, feedback, monitoring and support – Site visits
- VCOE workshops

# CHAMPS Champions! – OSD Counselors

- (Almost)\* First to be trained
  - Two half days at VCOE
- Best cheerleaders
  - Full of “cheer” and great leaders!
- Expert on positive behavior support
  - Great coaches for kids *and* staff

*\*Campus Assistants were first to be trained – August 18*



# CHAMPS – Targeted support

- End goal = “Model Schools”
- Target Schools for 2015 - 2016 – Cohort A
  - Haydock Middle
  - Lemonwood Elem.
  - Rose Ave. Elem.
- Target Schools for 2016 – 2017 – Cohort B
  - TBD

# CHAMPS – Targeted Sites

- Training – “Trainer of Trainer” model
  - Leadership Teams
    - Full day at VCOE – 2 days for the year
    - In-depth
    - Planning time
  - Teaching staff – training on site from leadership team and site admin
- Site Visits – Observation, feedback, monitoring and support
  - 2 or 3 per year for ½ to full day
  - Classroom visits
  - Observation of common areas
  - Meet with
    - Leadership Team
    - Admin
    - Teachers

# CHAMPS – 3 Year Phased Model

- **Target Sites**

- 2015 – 2016: Three (one K-5, one K-8, one middle) – Cohort A
- 2016 – 2017: Four (two K-5 and two K-8) – Cohort B
- 2017 -2018: (one K-5, one K-8, one middle) – Cohort C

# Differentiated Approach

- “Target Sites”

- Intensive support
- “Make it shine!”

- “Finish Off Sites”

- Basic support
- “Keep it rolling”

- “Ease in Sites”

- Basic support
- “Get it rolling”





# Coaching

- No “drive by PD”
- No “one and done”
- On-going dialogue
- Support and feedback



# Support from Pupil Services

- Materials
  - Core materials
  - Specialized materials
    - Intervention
    - Coaching
    - Para-Pro
    - Playground
- On-site, On-Demand Support
  - Training from Director
  - Walk-through and observation
  - Feedback and planning

# Program Monitoring

- Office Referrals
- Suspension rates
- School Climate and Safety Survey
- California Healthy Kids Survey



# CHAMPS for Classified Staff

- Training
  - Specialized
  - Outside the bell
  - During non-student days
  - With VCOE
  - Site-based
- Consistent
- Customer service

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# CHAMPS – Summary of Work

## ✓ Complete

- Year one training
- Basic materials
- Target Sites
  - Site visits
  - “Guidelines for Success”
  - “CHAMPed” common areas
  - Leadership Team intro

## To Do

- Year two training
- Training materials
- Classroom continuity
- Classified focus
- All sites
  - “Guidelines for Success”
  - “CHAMPed” common areas
  - Leadership Team intro
  - Site visits

R A N D Y   S P R I C K ' S



Practical Solutions, Positive Results!

# Thank you!

Chris Ridge

Director of Pupil Services

Oxnard School District

[mridge@oxnardsd.org](mailto:mridge@oxnardsd.org)

805-385-1501 x 2161



# OXNARD SCHOOL DISTRICT

Resolution #15-30

## ***Teacher Appreciation Week 2016 May 2-6, 2016***

**WHEREAS**, teachers are real life superheroes; they educate, innovate, encourage and support; every day they touch the lives of millions of children and their work and impact extends far beyond the boundaries of the classroom; and

**WHEREAS**, teachers, in partnership with parents, instill sound values and good character in our nation's young people; they challenge all students to be successful lifelong learners and productive ethical citizens; and they provide a safe, nurturing, success-oriented learning environment; and

**WHEREAS**, teachers fill many roles, as listeners, explorers, role models, motivators and mentors; and

**WHEREAS**, teachers provide a positive environment for learning and play, which is a significant role in the safety and welfare of students in the Oxnard School District; and

**WHEREAS**, teachers continue to influence us long after our school days are only memories; and

**WHEREAS**, in reflection of Teacher Appreciation Week 2016 the Board of Trustees recalls and agrees with Albert Einstein when he stated *"It is the supreme art of the teacher to awaken joy in creative expression and knowledge."*

**THEREFORE, BE IT RESOLVED**, that the Oxnard School District hereby recognizes and honors the contributions of teachers in the Oxnard School District to quality education and declares that week of May 2-6, 2016 be observed as *"Teacher Appreciation Week 2016"* in the Oxnard School District.

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

Adopted this 4<sup>th</sup> day of May, 2016.

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

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

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

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

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



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 5/4/16

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

**TITLE:** Resolution #15-31 "National School Nurse Day." May 11, 2016 (Freeman/Ridge)

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Recognition of May 11, 2016 as "National School Nurses Day" as proclaimed by the National Association of School Nurses.

School Nurses are a critical member of our support staff; they are responsible for providing vital links, public and private resources and programs. Our nurses collaborate with Special Education staff, teachers, administrators and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education; providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

**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 Resolution #15-31 as outlined above.

**ADDITIONAL MATERIAL(S):**

**Attached:** Resolution (1 page)



RESOLUTION NO. 15-31

OXNARD SCHOOL DISTRICT  
BOARD OF TRUSTEES

*NATIONAL SCHOOL NURSE DAY  
MAY 11, 2016*

**WHEREAS**, the National Association of School Nurses has proclaimed May 11, 2016, as National School Nurse Day; and

**WHEREAS**, children are the future and, by investing in them today, we are ensuring our world for tomorrow; and

**WHEREAS**, all students have a right to have their health needs safely met while in the school setting;  
And

**WHEREAS**, children today face more complex and life-threatening health problems requiring care in school; and

**WHEREAS**, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 100 years; and

**WHEREAS**, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation's most fragile children; and

**WHEREAS**, school nurses act as a liaison to the school community, parents, and health care providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

**WHEREAS**, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

**WHEREAS**, school nurses are members of school-based mental health teams; and

**WHEREAS**, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore be it

**BE IT FURTHER RESOLVED** that the Board of Trustees encourages the Oxnard community to celebrate and acknowledge the accomplishments of the School Nurses and their efforts of meeting the needs of our students by improving the delivery of health care in our schools, our School Nurses also contribute to our local communities by helping students stay healthy, in school, and ready to learn.

Adopted this 4<sup>th</sup> day of May, 2016.

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

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

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

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

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

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin I. Freeman

**Date of Meeting:** 5/4/16

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

**TITLE:** Adoption and Presentation of Resolution #15-37 - Better Hearing and Speech Month”  
May 2016 (Freeman/Gern)

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Recognition of the month of May 2016 as “Better Hearing and Speech Month”

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as “Better Hearing and Speech Month”. Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

**FISCAL IMPACT:** None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and Interim Director, Special Education Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #15-37 as outlined above.

**ADDITIONAL MATERIAL(S):**

**Attached:** Resolution #15-37 (1 page)



**RESOLUTION NO. 15-37  
ONARD SCHOOL DISTRICT  
BOARD OF TRUSTEES**

***Better Hearing and Speech Month  
May 2016***  
“Communication Takes Care”

**WHEREAS**, May is “Better Hearing and Speech Month”; and

**WHEREAS**, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as “Better Hearing and Speech Month”; and

**WHEREAS**, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 186,000 audiologists, and speech-language specialists; and

**WHEREAS**, the American Speech-Language-Hearing Association celebrates its 90th anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

**WHEREAS**, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2016 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

**BE IT FURTHER RESOLVED** that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding Speech and Language Therapists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 4<sup>th</sup> day of May 2016.

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President, Board of Trustees

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Clerk, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

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Member, Board of Trustees

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Jesus Vaca

**Date of Meeting:** 5/4/16

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

**Approval of Agreement #15-230 – The Bodine Group (Vaca)**

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Ms. Bodine will provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

**Term of Agreement:** 5/7/16 – 5/6/17

**FISCAL IMPACT:**

Not to exceed \$25,000.00 **plus** reimbursement of actual expenses – Certificated Personnel Negotiations Funds

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #15-230 with The Bodine Group, in the amount not to exceed \$25,000.00, **plus** reimbursement of actual expenses.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-230, The Bodine Group (13 Pages)  
Proposal (3 Pages)  
Certificate of Insurance (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #15-230

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of May, 2016 by and between the Oxnard School District (“District”) and The Bodine Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- 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 May 7, 2016 through May 6, 2017 (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-Five Thousand Dollars (\$25,000.00), **plus** reimbursement for actual expenses, 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)

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: Jesus Vaca  
Phone: (805) 385.1501 x2051  
Fax: (805) 486.3408

**To Consultant:** Joanne Bodine/The Bodine Group  
15320 Wolf Ridge Court  
Grass Valley, CA 95949  
Phone: (916) 801.0471  
Fax: \_\_\_\_\_

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

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

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

26. **Administration.** DR. JESUS VACA 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:**

**THE BODINE GROUP:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #15-230

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-230**

**SERVICES**

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

**Provide facilitation services for collective bargaining for OSSA and CSEA using the Interest-Based Problem Solving approach, and Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.**

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

N/A

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
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 #15-230

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-230**

**COMPENSATION**

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

Total compensation Not to Exceed \$25,000.00, **plus** reimbursement for actual expenses.

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

**III. 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 \$25,000.00, plus reimbursement for actual expenses, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #15-230

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-230**

**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 #15-230

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-230

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-230**

**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, **THE BODINE GROUP**, who will provide Services under the Agreement, [ ] is [X] is not subject to disclosure obligations.

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

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

# PROPOSAL

DATE: March 23, 2016

**TO:** Oxnard School District  
Dr. Jesus Vaca – Assistant Superintendent

**FROM:** Joanne Bodine  
Neil Bodine  
Bridgette Bodine

***THE BODINE GROUP***

## **INTEREST-BASED BARGAINING & PROBLEM SOLVING TRAINING**

### **Services:**

Two day interest-based training in an interest-focused process used to solve problems collaboratively in group or individual settings. The curriculum within this training has been handcrafted to meet the specific needs of the Oxnard School District. Interactive discovery-based training modalities best suited to the learning needs of participants will be the foundation of the training.

### **Training Outcomes:**

- Development of interest-focused problem solving and negotiation skills by participants.
- Improvement of Management and Employee teamwork and collaborative behavior.
- Beginnings of a relationships based on trust and mutual respect.

- Creation of a common set of behavioral norms
- Improvement in the overall effectiveness of working relationships.
- Introduction of a simple process for resolving conflicts effectively.
- Enhancement of communication skills, with particular emphasis on inquiry, advocacy and listening.

**Attendees:**

Forty trainees who are OSSA and/or CSEA Negotiation Team Members, District Administrators or District Leaders. Participants will be chosen by the District.

**Trainers:**

Two Trainers from the Bodine Group will conduct the training. They have worked extensively with the District and are familiar with the cultural and structural dynamics within the District

**Cost:**

Flat rate of \$1,250.00 per training day for each Trainer plus travel and lodging expenses invoiced at cost.

An additional charge of \$25 per participant for training workbooks and material will be charged.

**Site:**

Arrangements for training space and cost for same will be assumed by the District. The training environment must include an LCD Projector, screen and DVD Player.

**Possible dates:**

To be negotiated.

# **ONGOING FACILITATION PROPOSAL**

SERVICES: Third party neutral facilitation of collective bargaining negotiation sessions between the Oxnard Elementary School District and OSSA and CSEA collective bargaining teams to assist with renewal of their individual collective bargaining agreements using the IBB process.

FEES<sup>1</sup>: \$1,100 per day

FEDERAL ID: #: 47-0954484

## EXPENSE LEVELS:

Mileage:	\$.54/mile
Lodging	Actual Cost <sup>2</sup>
Meals	Actual Cost <sup>3</sup>
Car Rental	Actual Cost <sup>4</sup>
Air Travel	Actual Cost

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<sup>1</sup> Preparation time included

<sup>2</sup> Receipts accompany invoices

<sup>3</sup> Receipts accompany invoices

<sup>4</sup> Receipts accompany invoices



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2016

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

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

<b>PRODUCER</b> <b>CS&amp;S/ABD INS &amp; FINANCIAL SERVICE INC</b> <b>PO BOX 946580</b> <b>Maitland, FL 32794-6580</b> <b>1-877-724-2669</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>EMAIL ADDRESS:</b>	
	<b>INSURERS AFFORDING COVERAGE</b> <b>INSURER A: Continental Casualty Company</b>	<b>NAIC #</b> <b>20443</b>
<b>INSURED</b> <b>THE BODINE GROUP</b> <b>15320 WOLF RIDGE CT</b> <b>GRASS VALLEY, CA 95949</b>	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>INSURER G:</b>	

**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/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		6012165284	05/15/16	05/15/17	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6012165284	05/15/16	05/15/17	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is added as an additional insured as provided in the blanket additional insured endorsement as pertains to work being performed by named insured under contract.

MAY 20 16 11:04 AM FURON

**CERTIFICATE HOLDER**

Oxnard School District  
 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

*Jennifer Sanstetter*

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

**Approval of Agreement #15-231 – Oxnard Performing Arts & Convention Center (Freeman)**

This agreement is for the 8<sup>th</sup> Grade Promotion Ceremonies for Frank, Fremont and Haydock Middle Schools which will be held at the PAC on Thursday, June 16, 2016 at the following designated times:

**Thursday, June 16, 2016:**

9:00am – Frank Middle School  
11:00am – Fremont Middle School  
6:00pm – Haydock Middle School

**FISCAL IMPACT:**

Not to Exceed \$2,088.75 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-231 with the Oxnard Performing Arts & Convention Center.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-231, Oxnard Performing Arts & Convention Center (11 Pages)

PERFORMING ARTS AND CONVENTION CENTER  
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 4<sup>th</sup> day of May 2016, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and Oxnard [REDACTED] School District, (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1) Equipment/Supplies	
(a) General Lighting	\$ <u>0.00</u>
(b) House Sound System	<u>0.00</u>
(c) Orchestra Chairs	<u>0.00</u>
(d) Video recording permit	<u>0.00</u>
(f) Panasonic DLP Projector	<u>0.00</u>
(g) Lectern/ Podium	<u>0.00</u>
(h) Stage Playback Monitors (2)	<u>0.00</u>
(2) Personnel	
(a) Stage Technicians	\$ <u>1,863.75</u>
(b) House Manager	<u>200.00</u>
(c) Ushers	<u>N/A</u>



2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: June 16, 2016, 6:30am  
Moving Out: June 16, 2016, 7:30pm

Actual Program Dates: June 16, 2016, 9:00am  
June 16, 2016, 11:00am  
June 16, 2016, 6:00pm

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of \_\_\_\_\_ to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	<u>waived per agreement</u>
(2) Equipment/Supplies	<u>N/A</u>
(3) Personnel	<u>2,063.75</u>
(4) Insurance	<u>own</u>
(5) Non Refundable Process Fee	<u>25.00</u>
TOTAL	<u>\$ 2,088.75</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "2016 8<sup>th</sup> Grade Graduations". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before 8:00am on the 17<sup>th</sup> day of June, 2016, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC

all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

Licensee agrees to indemnify and hold harmless PACC, the City of Oxnard, its City Council and their respective officers, directors, employees, and agents, against any and all claims, demands, causes of action, damage (including damages to PACC's property), costs, and liabilities (including cost and liabilities of PACC with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the use and occupation of Theater, whether such use is authorized or not, or from any act or omission of Licensee or any of its officers, agents, employees, guests, patrons, or invitees. Licensee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings that may be brought or instituted against PACC, the City of Oxnard and their respective officers, directors, agents and employees on any such claim, demand or cause of action, and Licensee shall pay and satisfy any judgment or decree which may be rendered against PACC, the City of Oxnard and their respective officers, directors, employees, and agents in any such suit, action or other legal proceedings. Licensee shall pay for any and all damages to property of PACC, for loss or theft of such property, done or caused by Licensee, its officers, agents, employees, guests, patrons and invitees.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C,

attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

#### 34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

#### 35. Default

a. Should Licensee default in the performance of any of the terms and conditions Of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

#### 36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

OXNARD PERFORMING ARTS  
CENTER CORPORATION

LICENSEE  
OXNARD SCHOOL DISTRICT

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Oxnard Performing Arts Manager

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Lisa A. Franz  
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.





# ESTIMATE ONLY

Date Proce...	Estimate #
6/16/2016	280

<b>Bill To</b>
Oxnard Elementary School District Lydia Alvara

<b>Event Name</b>
2016 8th Grade Graduations

Time Of Event	Date Of Event	Tech Info
9am, 11am, 6pm	6/16/2016	NO

Description	Time	Qty ...	Rate	OT ...	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System w 3 Wired Mic's			0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
Lectern/ Podium			0.00		0.00
Orchestra Chairs			0.00		0.00
Panasonic PT-DX810 8 K Lumen DLP Projector			0.00		0.00
Video Recording Permit			0.00		0.00
EQUIPMENT RENTAL          SUBTOTAL					0.00
Thur. 6/16/2016 Loadin, Setup, 3 Perf's & Strike					
Stage Technical Director	6:30a- 1p&4p-8p	10	28.00	.5	280.00
Lighting Technician	6:30a-1p&4p-8p	8	19.00	2.5	152.00
Electrician	6:30a-1p&4p-8p	8	19.00	2.5	152.00
Sound Technician	6:30a-1p&4p-8p	8	19.00	2.5	152.00
Stagehand (3ea)	6:30a-1p&4p-8p	24	19.00	7.5	456.00
Stage Desk / Curtain Op	6:30a-1p&4p-8p	8	19.00	2.5	152.00
OT/ Stage 1.5 Rate		17.5	28.50		498.75
OT / Tech Dir		0.5	42.00		21.00
STAGE TECHNICAL LABOR          SUBTOTAL					1,863.75
WVEQ295##					

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	<b>Total</b>	\$1,863.75
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**EXHIBIT A**

Name of Event: 2016 8<sup>th</sup> Grade Graduations Date: June 16, 2016 Time: 9:00am, 11:00am, 6:00pm

**Equipment Rental Fees:** N/A

**Recap of Personal Fees:**

Stage Technicians 1,863.75

House Manager 200.00

Ushers per show N/A

Box Office Fee N/A

<b>Total Personnel Fees:</b>	<b>\$2,063.75</b>
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**Contract Total Fees:**

Rental Fee waived per agreement

Equipment/ Supplies Fee N/A

Personnel Charges 2,063.75

Insurance Own

Ticket Printing N/A

Non-Refundable Processing Fee 25.00

Security Guards Fee N/A

Oxnard Police Dept. Fees N/A

<b>Total Contract Fees:</b>	<b>\$2,088.75</b>
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Less Deposit Paid: \_\_\_\_\_

<b>Total Due PACC:</b>	<b>\$2,088.75</b>
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Prepared by: Brad McElmurry / Technical Requirements/ Phone: (805) 385-8162

Prepared by: Jose Becerra / Rental Information / Phone: (805) 766-8535

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**   **X**  

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

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

**Approval of Agreement #15-232 – The Great Books Foundation (Freeman/Brisbine)**

The Great Books Foundation will provide an on-site two day Shared Inquiry Essentials Course to teachers at Fremont Middle School on May 31<sup>st</sup> and June 1<sup>st</sup>, 2016. The course will help teachers develop and refine the skill of asking the right question at the right time so they can empower students to read closely, think critically, and discuss actively. Inquiry helps teachers as well as students since it is a teaching skill with great application to many other subject areas.

**FISCAL IMPACT:**

Total cost not to exceed \$4,750.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, Fremont Middle School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-232 with The Great Books Foundation in the amount not to exceed \$4,750.00.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-232, The Great Books Foundation (13 Pages)  
                     Sales Quote #Q-102490 (1 Page)  
                     Certificate of Insurance (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #15-232

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of May, 2016 by and between the Oxnard School District (“District”) and The Great Books Foundation (“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 May 5, 2016 through June 17, 2016 (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 Four Thousand Seven Hundred Fifty Dollars (\$4,750.00), 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)

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  
Fremont Middle School  
1130 North M Street  
Oxnard, California, 93030  
Attention: Greg Brisbane  
Phone: (805) 385.1539  
Fax: (805) 485.2486

**To Consultant:** The Great Books Foundation  
35 E. Wacker Drive, #400  
Chicago, IL 60601-2105  
Attention: John Riley  
Phone: (800) 222.5870  
Fax: (312) 407.0224

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.** GREG BRISBINE 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:**

**THE GREAT BOOKS FOUNDATION:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #15-232

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-232**

**SERVICES**

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

**\*SEE ATTACHED SALES QUOTE #Q-102490**

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

N/A

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
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 #15-232

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-232**

**COMPENSATION**

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

**\*SEE ATTACHED SALES QUOTE #Q-102490**

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

**III. 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 \$4,750.00 as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #15-232

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-232**

**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 #15-232

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-232

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-232**

**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, **THE GREAT BOOKS FOUNDATION**, who will provide Services under the Agreement, [ ] is [X] is not subject to disclosure obligations.

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

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





# The Great Books Foundation

35 E Wacker Dr #400  
Chicago, IL 60601-2105  
Ph: 800-222-5870  
Fax: 312-407-0224

## Sales Quote

Quote # : Q-102490  
Quote Date : 04/04/2016  
Valid up to : 06/30/2016

**Bill to :**  
**Fremont Middle School**  
1130 N. M St.  
Oxnard, CA 93030  
United States

**Ship to :**  
**Fremont Middle School**  
1130 N. M St.  
Oxnard, CA 93030  
United States

Item	Description	Unit	Quantity	Unit Price	Amount
T-100	On-Site Shared Inquiry Essentials Course	EA	1	\$4750.00	\$4,750.00 T
				<b>SUBTOTAL</b>	\$4,750.00
				<b>TOTAL</b>	<b>\$4,750.00</b>

This quote is for the two day Shared Inquiry Essentials course to be held on 5/31 and 6/1

Reference the quote number when you send your purchase order or contact us.

Sales Tax: The law requires the Great Books Foundation to collect sales tax in Arizona, California, Colorado, the District of Columbia, Florida, Georgia, Illinois, Maryland, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, Texas, Utah, Virginia, and Washington. Only nonprofit organizations with a tax-exempt ID number can claim tax-exempt status. Schools in Arizona, California, North Carolina, and Washington are not tax-exempt and are therefore subject to sales tax. We are required by state law to calculate tax on shipping in Colorado, Florida, Georgia, Michigan, New York, North Carolina, Ohio, Pennsylvania, Texas, Utah, Virginia, and Washington. Tax-exempt organizations in states that are subject to sales tax should contact customer service at [customer.service@greatbooks.org](mailto:customer.service@greatbooks.org) or 800-222-5870 before placing their first order.

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

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

<b>PRODUCER</b> <b>MCD Inc.</b> <b>The Rockwood Company</b> <b>20 N Wacker Drive, Suite #960</b> <b>Chicago, IL 60606</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 312 621-2200	<b>FAX (A/C, No):</b> 312 621-2288
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Alliance of Nonprofits for Insu	<b>NAIC #</b> 10023
	<b>INSURER B:</b> Hartford Casualty Insurance Co	<b>NAIC #</b> 29424
<b>INSURED</b> <b>The Great Books Foundation</b> <b>35 E Wacker Drive, Suite #400</b> <b>Chicago, IL 60601-2298</b>	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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
<b>A</b>	<b>GENERAL LIABILITY</b>			<b>201336487</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>						MED EXP (Any one person) \$ <b>20,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<b>UMBRELLA LIAB</b>						BODILY INJURY (Per person) \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
	DED      RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>83WECVY8554</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N					AGGREGATE \$
	<input checked="" type="checkbox"/> <b>N</b>	N / A					WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ <b>500,000</b>
<b>A</b>	<b>Comm Profess</b>			<b>CWB001211800</b>	<b>07/01/2015</b>	<b>07/01/2016</b>	E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
							<b>1,000,000 each claim 2,000,000 aggregate</b>

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

**Proof of Insurance**

**CERTIFICATE HOLDER**

**CANCELLATION**

Oxnard Elementary School District  
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

*David G Berman*

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**   **X**  

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

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

**Approval of Agreement/MOU #15-233 – Ventura County Office of Education  
(Freeman/Jenks)**

---

Ventura County Office of Education will provide three (3) full days and one (1) half day of educational blogging training for McKinna School teachers and Administrators. The total cost for the trainings including design time and graphics is \$3,625.00 and actual dates of training are TBD.

Teachers will be taught how to set up blogs for their classrooms, use blogging best practices, and how to integrate digital citizenship and safety. Teachers will be supported in establishing student blogging procedures and practices with the awareness of data, privacy, safety, and legal requirements, using a platform compliant with student privacy and internet safety.

**FISCAL IMPACT:**

Total cost not to exceed \$3,625.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-233 with Ventura County Office of Education in the amount not to exceed \$3,625.00.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement/MOU #15-233, Ventura County Office of Education (1 Page)

AGREEMENT BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the McKinna School teachers and administrators of the Oxnard School District, hereafter called "the District." The purpose is to support staff in the successful implementation Educational Blogging

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward promoting coherent implementation of the educational blogging for teachers and administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education**

- a. Provide three full days and one half day educational blogging training, dates to be mutually determined for McKinna School teachers and administrators. The trainings will be presented by a VCOE content specialists. The total cost for the trainings including design time and graphics is \$3,625.00.
- b. Maintain ownership of all documents and data produced in the training session(s).
- c. Provide handouts for each participant for above training(s).

2. **The District agrees to:**

- a. Provide site.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, laptop and/or interactive white board).
- c. Pay for and provide substitute teachers, if they are needed.
- d. Support professional learning through regular classroom visits by school administrator (s) to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$3,625.00 for Curriculum and Instruction staff.
- f. Blogging platform costs will be determined by vendor and paid by the district.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented [redacted] 2016 until June 2016.

May

**For the Oxnard School District**

\_\_\_\_\_  
**Lisa Franz, Purchasing Director**

\_\_\_\_\_  
**Date**

**For the Ventura County Office of Education**

*Valerie Chrisman*  
\_\_\_\_\_  
**Valerie Chrisman, Ed.D., Associate Superintendent**

*4-12-16*  
\_\_\_\_\_  
**Date**

**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 5/4/16

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

**Approval of Agreement #15-234 – Buck Institute for Education (Freeman/West)**

The Buck Institute for Education will provide training in Project Based Learning for up to 35 educators from the Oxnard School District’s three (3) middle school academies on Wednesday, May 18, 2016. Training will take place at an OSD District Office facility to be determined.

**FISCAL IMPACT:**

Not to exceed \$5,700.00 – MSAP

**RECOMMENDATION:**

It is recommended by the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-234 with the Buck Institute for Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-234, Buck Institute for Education (1 Page)  
Certificate of Insurance (2 Pages)

**AGREEMENT #15-234 BETWEEN  
BUCK INSTITUTE FOR EDUCATION AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND FOLLOW-UP  
IN MSAP OBJECTIVES PROJECT BASED LEARNING**

The scope of this document is to define the roles and responsibilities of the Buck Institute for Education (BIE) and the Oxnard School District (OSD). The purpose of this agreement is to provide MSAP Academy educators with training and support regarding the implementation of project based learning with the focus on the STEAM Academy programs.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and the Buck Institute for Education will work together toward training Oxnard STEAM Academy educators in project based learning. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Buck Institute for Education agrees to:**
  - a. Provide follow-up training and sustainability planning for 35 Oxnard School District educators from the 3 middle schools as part of the Buck Institute’s Project Based Learning 101 Workshop.
  - b. Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as “additional insured”.
  - c. Total program costs not to exceed \$5,700.00 for professional development, consultant travel and accommodations, and other applicable fees.
  - d. BIE and Client agree that BIE will assign an appropriately trained and experienced primary presenter, a “National Faculty” designee, for the training program described in this Contract. BIE will be solely responsible for payment of his/her compensation. National Faculty members are not BIE employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to BIE. The person(s) assigned by BIE to act as presenter of BIE materials under this Contract is not an agent of BIE and has no authority to modify the terms and provisions of this Contract on behalf of BIE, or to bind BIE to provide any additional materials or services related to this Contract which are not specified in this Contract. The assigned presenter is solely responsible for his/her conduct, manner and actions in presentation of BIE materials under this Contract.
  
2. **Oxnard School District, on behalf of the 3 MSAP funded STEAM academies, agrees to:**
  - a. Provide payment in an amount not-to-exceed \$5,700.00 for this one day follow up workshop to cover the consultant’s travel and accommodations and other applicable fees.
  - b. Provide the site at an OSD facility and arrange for LCD monitor and audio set up for said training.
  - c. If the District cancels the workshop, the District will be responsible for non-refundable expenses (minimum \$250 per workshop) already incurred. If the District postpones the workshop, District will be responsible for any additional costs associated with rescheduling.

Oxnard School District will monitor this agreement to oversee implementation of PBL 101 Workshop follow up training. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented on May 18, 2016.

**OXNARD SCHOOL DISTRICT:**

**BUCK INSTITUTE FOR EDUCATION:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

John Mergendoller, Executive Director  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2015

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

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

<b>PRODUCER</b> Commercial Lines – 707-769-2900  Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408  1039 A N. McDowell Blvd Petaluma, CA 94954	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER A:</b> Philadelphia Indemnity Insurance Company</td> <td colspan="2" style="border-bottom: 1px solid black; text-align: right;">18058</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER B:</b> Republic Indemnity Company of America</td> <td colspan="2" style="border-bottom: 1px solid black; text-align: right;">22179</td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER C:</b></td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER D:</b></td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER E:</b></td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><b>INSURER F:</b></td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058		<b>INSURER B:</b> Republic Indemnity Company of America	22179		<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER F:</b>																						
<b>INSURED</b> Buck Institute for Education  18 Commercial Blvd.  Novato CA 94949																						

**COVERAGES**
**CERTIFICATE NUMBER: 9435721**
**REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK1269357	02/05/2015	02/05/2016	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1269357	02/05/2015	02/05/2016	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINED SINGLE LIMIT (Ea accident)</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			18771802	07/01/2015	07/01/2016	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER           </td> <td style="width: 20%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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A	Professional Liability			PHPK1269357	02/05/2015	02/05/2016	\$2,000,000 Aggregate 1,000,000 Each Professional Incident														

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

CG 20 26 07 04 Re: Project Based Learning Professional Development Services

Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.

**CERTIFICATE HOLDER**
**CANCELLATION**

Oxnard School District Attn: Lisa Franz, Purchasing Dept. 1051 South A Street Oxnard, CA 93030	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <div style="text-align: center;"> </div>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Additional Insured Person(s) or Organization(s)</b></p> <p>Re: Project Based Learning Professional Development Services</p> <p>Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Robin Freeman

**Date of Meeting:** 5/4/16

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

**Approval of Agreement #16-01, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2016-2017 (Freeman/Thomas)**

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The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide enrichment, recreation, literacy and math opportunities. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

**FISCAL IMPACT:**

Not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities to be paid from After School Education and Safety (ASES) Grant.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-01 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-01, City of Oxnard (74 Pages)

**OXNARD SCHOOL DISTRICT**

**Agreement #16-01**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 4th day of May 2016 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

**RECITALS**

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0**, **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2016-2017 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2016 to and including June 30, 2017 (the “**Term**”). This Agreement may be extended only by a written 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-0**, **Exhibit A-1**, and **Exhibit A-3** shall be completed during the Term pursuant to the schedule specified **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with **Exhibit A-2** during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this

Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

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** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for ASES funded grant activities and/or Universal Grant monies as outlined in **Exhibit A-0**. If the amount of the Grant is modified, the Parties agree to amend the costs accordingly through written amendment.

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) calendar 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) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) 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 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) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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 not qualify as a "designated employee".

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

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated 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 Trustees 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers 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) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is 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. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials,

elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

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)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents 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) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

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

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **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: Lisa A. Franz  
Phone: (805) 385-1501 x2414  
Fax: (805) 240-7582

**To Consultant:** City of Oxnard Recreation and Community Services  
305 W. 3<sup>rd</sup> St., First Floor West Wing  
Oxnard, California 93030  
Attention: Terrel Harrison  
Phone: (805) 385-7993  
Email: Terrel.Harrison@ci.oxnard.ca.us

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) work days after deposit of the same in the custody of the United States Postal Service.

25. **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.

26. **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.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** attached hereto.

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

29. **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.

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

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

[SIGNATURES ON FOLLOWING PAGE]

**OXNARD SCHOOL DISTRICT:**

**CITY OF OXNARD:**

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Tim Flynn, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

**ATTEST:**

\_\_\_\_\_  
Daniel Martinez, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Stephen M. Fischer, Interim City Attorney

\_\_\_\_\_  
Risk Manager

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Terrel Harrison, Interim Recreation  
Superintendent

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
Greg Nyhoff, City Manager

**EXHIBIT A-0**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network.

Not Project Related

Project #16-01

Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
  - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
  - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
  - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
  - a. Participate in monthly trainings as offered by the Consultant.

Not Project Related

Project #16-01

- b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to the Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

Not Project Related

Project #16-01

II. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Zangle.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2015-2016, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Zangle Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

Not Project Related

Project #16-01

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

<b>STATUS REPORT FOR ACTIVITY</b>	<b>DUE DATE</b>
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Zangle attendance report and Zangle Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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 #16-01

**EXHIBIT A-1**  
**General Provisions**

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant

Not Project Related

Project #16-01

fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify \_\_\_\_\_ at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
  
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

Consultant agrees to operate Program sports in accordance with the following provisions.

**1. General Requirements for Consultant’s Program Coaches**

**a. Satisfaction of Program staff requirements.** Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

**2. General Requirements for Student Eligibility in Program Sports**

**a. Medical clearance.** Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**b. Adherence to recommendations.** Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

Not Project Related

Project #16-01

**d. Sign In and Sign Out Sheet.** Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

#### **b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

Not Project Related

Project #16-01

**c. Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student’s suspected head injury, Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**4. Sudden Cardiac Arrest (“SCA”)**

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course “Cardiac Wise” (or any updated course), which is available through the CIF website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

**5. Heat Illness**

Consultant agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

**b. Preventative Measures.** Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

**6. Methicillin-Resistant Staph Aureus (MRSA)**

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches - preventative measures.** Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to,

recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (e.g., benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs**

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Consultant development and implementation of policy.** Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).



Not Project Related

Project #16-01

**8. Event Emergency Guidelines**

**a. Adoption of policy.** Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial Review.** If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF  
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen)**

**a. Obligation to Administer Epinephrine; Authorized Individuals**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Consultant Employees and Volunteers**

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

**2. Epinephrine Prescriptions**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an

anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance**

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents**

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

**Exhibit “A(2)(i)”**

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_  
 Name \_\_\_\_\_ Date of birth \_\_\_\_\_  
 Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No	MEDICAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?			26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____			27. Have you ever used an inhaler or taken asthma medicine?		
3. Have you ever spent the night in the hospital?			28. Is there anyone in your family who has asthma?		
4. Have you ever had surgery?			29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
<b>HEART HEALTH QUESTIONS ABOUT YOU</b>	<b>Yes</b>	<b>No</b>	30. Do you have groin pain or a painful bulge or hernia in the groin area?		
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?			31. Have you had infectious mononucleosis (mono) within the last month?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?			32. Do you have any rashes, pressure sores, or other skin problems?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?			33. Have you had a herpes or MRSA skin infection?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease Other: _____			34. Have you ever had a head injury or concussion?		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)			35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
10. Do you get lightheaded or feel more short of breath than expected during exercise?			36. Do you have a history of seizure disorder?		
11. Have you ever had an unexplained seizure?			37. Do you have headaches with exercise?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?			38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
<b>HEART HEALTH QUESTIONS ABOUT YOUR FAMILY</b>	<b>Yes</b>	<b>No</b>	39. Have you ever been unable to move your arms or legs after being hit or falling?		
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?			40. Have you ever become ill while exercising in the heat?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?			41. Do you get frequent muscle cramps when exercising?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?			42. Do you or someone in your family have sickle cell trait or disease?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?			43. Have you had any problems with your eyes or vision?		
<b>BONE AND JOINT QUESTIONS</b>	<b>Yes</b>	<b>No</b>	44. Have you had any eye injuries?		
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?			45. Do you wear glasses or contact lenses?		
18. Have you ever had any broken or fractured bones or dislocated joints?			46. Do you wear protective eyewear, such as goggles or a face shield?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?			47. Do you worry about your weight?		
20. Have you ever had a stress fracture?			48. Are you trying to or has anyone recommended that you gain or lose weight?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)			49. Are you on a special diet or do you avoid certain types of foods?		
22. Do you regularly use a brace, orthotics, or other assistive device?			50. Have you ever had an eating disorder?		
23. Do you have a bone, muscle, or joint injury that bothers you?			51. Do you have any concerns that you would like to discuss with a doctor?		
24. Do any of your joints become painful, swollen, feel warm, or look red?			<b>FEMALES ONLY</b>		
25. Do you have any history of juvenile arthritis or connective tissue disease?			52. Have you ever had a menstrual period?		
			53. How old were you when you had your first menstrual period?		
			54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

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I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperflexity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart <sup>a</sup> • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

<sup>a</sup>Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
  - For any sports
  - For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_  
\_\_\_\_\_

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_  
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\_\_\_\_\_  
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Other information \_\_\_\_\_  
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**Exhibit “A(2)(ii)”**



(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

<b>Symptoms may include one or more of the following:</b>	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>
<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays incoordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>	

**What can happen if my child keeps on playing with a concussion or returns too soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport

**(INSERT SCHOOL NAME HERE)**

**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

**and**

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date

_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

**Exhibit “A(2)(iii)”**

**(INSERT SCHOOL NAME HERE)**  
**Información acerca de las concusiones cerebrales**

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

**Los siguientes son algunos de los síntomas de una concusión:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Dolor de cabeza</li><li>• “Presión en la cabeza”</li><li>• Náusea o vómito</li><li>• Dolor de cuello</li><li>• Problemas de equilibrio o mareos</li><li>• Visión borrosa o visión doble</li><li>• Sensibilidad a la luz o ruido</li><li>• Decaído</li><li>• Adormecido</li><li>• Mareado</li><li>• Cambios en los hábitos de dormir</li></ul> | <ul style="list-style-type: none"><li>• Amnesia</li><li>• “No se siente bien”</li><li>• Fatiga o energía baja</li><li>• Tristeza</li><li>• Nervios o ansiedad</li><li>• Irritabilidad</li><li>• Más sensible</li><li>• Confundido</li><li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li><li>• Repetir la misma pregunta o comentario</li></ul> |
|---|---|

**Los siguientes síntomas son observados por compañeros, padres y entrenadores:**

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**(INSERT SCHOOL NAME HERE)**  
Información acerca de las concusiones cerebrales

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

**Y**

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**Exhibit “A(2)(iv)”**

# ACUTE CONCUSSION EVALUATION (ACE)

## CARE PLAN

Gerard Gioia, PhD<sup>1</sup> & Micky Collins, PhD<sup>2</sup>

<sup>1</sup>Children's National Medical Center  
<sup>2</sup>University of Pittsburgh Medical Center

Patient Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ ID/MR# \_\_\_\_\_

Date of Injury: \_\_\_\_\_

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

**Rest is the key.** You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

\_\_\_\_\_ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

**RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following**

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

### Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
  - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
  - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

### Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
  - Increased problems paying attention or concentrating
  - Increased problems remembering or learning new information
  - Longer time needed to complete tasks or assignments
  - Greater irritability, less able to cope with stress
  - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

### Returning to School (Continued)

**Until you (or your child) have fully recovered, the following supports are recommended:** *(check all that apply)*

- No return to school. Return on (date) \_\_\_\_\_
- Return to school with following supports. Review on (date) \_\_\_\_\_
- Shortened day. Recommend \_\_\_\_ hours per day until (date) \_\_\_\_\_
- Shortened classes (i.e., rest breaks during classes). Maximum class length: \_\_\_\_ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by \_\_\_\_%. Maximum length of nightly homework: \_\_\_\_ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

### Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

**The following are recommended at the present time:**

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
  - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
  - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

### Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

\*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

**This referral plan is based on today's evaluation:**

- Return to this office. Date/Time \_\_\_\_\_
- Refer to: Neurosurgery \_\_\_\_ Neurology \_\_\_\_ Sports Medicine \_\_\_\_ Psychiatrist \_\_\_\_ Other \_\_\_\_
- Refer for neuropsychological testing
- Other \_\_\_\_\_

**ACE Care Plan Completed by:** \_\_\_\_\_



**Exhibit “A(2)(v)”**

# Keep Their Heart in the Game

## A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

### What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

### How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

### Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

**FAINTING**  
is the  
**#1 SYMPTOM**  
OF A HEART CONDITION

### What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a

victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



## The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

### Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.  
Gasping, gurgling, snorting, moaning or labored breathing noises.  
Seizure-like activity.

### Early Access to 9-1-1



Confirm unresponsiveness.  
Call 9-1-1 and follow emergency dispatcher's instructions.  
Call any on-site Emergency Responders.

### Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

### Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

### Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

# Keep Their Heart in the Game

## Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

### Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

### Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

### What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation  
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation  
<http://www.epsavealife.org>

CardiacWise (20-minute training video)  
<http://www.sportsafetyinternational.org>



**Exhibit “A(2)(vi)”**



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

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Coaches, Athletic Directors and Administrators*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

**It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.**

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs or symptoms, seek medical attention immediately.**

# Preventing MRSA

## *Precautions that coaches should take for preventing the spread of MRSA*

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

# What to do about MRSA in School Athletic Programs



## Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
<b>General</b>			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
<b>Wrestling Room and Mats</b>			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
<b>Weight Room</b>			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ( $\geq$ 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

<b>Locker Rooms/Shower Rooms</b>			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<p><i>Notes:</i></p>			



**Exhibit “A(2)(vii)”**



www.cifstate.org

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Student-Athletes, Coaches and Parents*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

**If you have any of these signs or symptoms, seek medical attention immediately.**



## Preventing MRSA

*Here are some precautions for preventing the spread of MRSA*

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

**Exhibit “A(2)(viii)”**



# CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

**Our School Policy:**

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO \_\_\_\_\_  
NO LATER THAN \_\_\_\_\_**

**Print Name of Student-Athlete:**

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the \_\_\_\_\_ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

\_\_\_\_\_  
*Signature of Student-Athlete named above*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
**Print or type name of Parent/Guardian/Caregiver signing below**

\_\_\_\_\_  
**Relationship to student**

\_\_\_\_\_  
**Signature of Parent/Guardian/Caregiver**

\_\_\_\_\_  
*Date signed*

**Exhibit “A(2)(ix)”**

# **EVENT EMERGENCY GUIDELINES**

**CALIFORNIA INTERSCHOLASTIC  
FEDERATION**

**MARCH, 2013**

# Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.



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## **GENERAL REMINDERS**

### **WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:**

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

## **PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS**

**GENERAL CONSIDERATIONS:** Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

### **A. RESPONSIBILITIES OF HOME TEAM**

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

## **B. GUIDELINES FOR VISITING TEAMS**

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

## **C. GUIDELINES FOR BOTH TEAMS**

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

## **PART II: SPECIFIC THREATS**

### **A. INJURIES AND MEDICAL EMERGENCIES**

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

### **B. FIRE**

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

### **C. EARTHQUAKE:**

#### **(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait**

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

## **B. Outside Event: DROP AND COVER AND STAY OUTSIDE**

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

## **C. Traveling to a School Event: STOP SAFELY**

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

#### **D. SEVERE WEATHER**

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY**

**GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.**

##### **A. Outside Event**

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

## **B. Inside a Building**

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

## **C. Fight Option**

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

## **F. WEAPONS WITHOUT SHOOTING**

### **A. Suspected Weapon On The Premises**

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.



6. Complete the incident report form and forward it to your immediate supervisor.

### **B. Observed Weapon On The Premises**

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

### **G. SUSPICIOUS BEHAVIOR**

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

### **H. CHILD ABUSE**

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.  
(Remember: All information about children and families is **confidential**)

### **Definitions Of Child Abuse:**

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

#### **I. PERSONNEL HARASSMENT**

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **J. POWER OUTAGE**

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

#### **K. MISSING CHILD**

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
  - Does s/he know how to ride the bus?
  - Does s/he have any money?
  - Are there any places in the area that the child is familiar with such as a playground or picnic area?
  - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **L. ABDUCTION**

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

#### **M. CONTROLLED SUBSTANCE (Drugs/Alcohol)**

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

#### **N. SEXUAL HARASSMENT**

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
  - What did the person say?
  - What did the person do that made you feel uncomfortable?

- When did this happen?
  - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
  4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
  5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

## **O. SEXUAL ASSAULT**

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

### **Note: For Sexual Assaults:**

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

## **P. TACTICAL SITUATION**

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

## **Q. BOMB THREATS**

### **ALL BOMB THREATS MUST BE TAKEN SERIOUSLY**

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
  - **WHEN** will the device explode?
  - **WHERE** is the device?
  - **WHAT** kind of device is it?
  - **WHAT** does it look like?
  - **WHY** did you place the device?
  - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
  - Time of call
  - Exact words of caller
  - Male or female sounding voice
  - Is there a detectable accent
  - Voice tone, pitch, meter
  - Speech skills, inflections
  - Is the voice familiar
  - Background noise
  - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
  - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
  - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
  - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

**For Those Individuals Aware Of The Bomb Threat:**

**DO NOT PANIC.** Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**COMPENSATION**

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for universal ASES funded grant activities as outlined in Exhibit A-0.
  
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Thirty-Five Dollars (\$35.00) per hour without written authorization from the District Superintendent or his designee.
  
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Monthly expenditure report by school.
  - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
  - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - D. Line items for all supplies properly charged to the Services.
  - E. Line items for all travel properly charged to the Services.
  - F. Line items for all equipment properly charged to the Services.
  - G. Line items for all materials properly charged to the Services.
  - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**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) in the 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:
  - a. owned, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage;
  - d. products/completed operations; and
  - e. 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:

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 Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement 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 #16-01

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-01**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



April 13, 2016

Oxnard School District  
1055 South "C" Street  
Oxnard, CA 93030

**Re: City of Oxnard / Self-Insured Letter**

To Whom It May Concern:

This letter shall serve as written confirmation that the City of Oxnard ("City") is a duly authorized and funded self-insured entity under the laws of the State of California Government Code Sections 989 and 990.

The City is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b).

If you have any additional questions please contact me at (805) 385-7472.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rena Bassett".

Rena Bassett

**Financial Analyst / Finance Department**

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

**Approval of Agreement #16-02 – The University Corporation (Freeman)**

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Three (3) 8<sup>th</sup> grade mathematics teachers have committed to participate in the i3 CREATE Project at CSU Northridge. This project is funded by the Investing in Innovation Fund grant from the U.S. Department of Education. During the 2016-17 and 2017-18 school years, the Oxnard School District teachers will receive professional development and coaching to design lesson activities and assessments that support the Common Core State Standards for 8<sup>th</sup> grade mathematics. The teachers will be provided with an app for themselves and their students to organize content so pupils can recognize and use patterns and themes for solving problems. Teachers will receive \$50.00 per hour (not to exceed \$250.00 per day), for participating in professional development activities outside of regular contract hours. Paid hours will be covered through grant funds.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-02 with The University Corporation.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-02, The University Corporation (3 Pages)

## Memorandum of Understanding #16-02

### For the i3 CREATE (Collaboration Resulting in Educators Applying Technology Effectively) Project between The University Corporation at CSU Northridge and Oxnard School District

1. This **Memorandum of Understanding** is being executed between The University Corporation, hereinafter referred to as TUC, and Oxnard School District, hereinafter referred to as OSD. Select OSD 8<sup>th</sup> grade teachers will participate in the i3 CREATE Project funded, in part, by the Investing in Innovation Fund grant from the U.S. Department of Education, hereinafter referred to as i3, as described in the attached Scope of Work (Attachment A).
2. The effective period of this **Memorandum of Understanding** is from the **date of execution** through December 31, 2018.
3. The purpose of this **Memorandum of Understanding** is to specify the constraints, requirements, and fiscal responsibilities included in the i3 CREATE Project (summarized in Attachment A).
4. According to this **Memorandum of Understanding**, and based on the Scope of Work (Attachment A), the following will be provided by:

The University Corporation (TUC)	Oxnard School District (OSD)
Ongoing “coaching” using the Responsive Teaching Cycle (RTC) to design lesson activities and assessments	Access to district iPads for students of treatment teachers in participating classrooms
Discovery learning app for all participating teachers and their students during the treatment phase	Recruitment of teachers for treatment and control conditions for academic years 2016–17 and 2017–18.
Professional development - late summer, fall and spring.	Provide CAASP data for 8 <sup>th</sup> grade students.
Payment of \$50 per hour (not to exceed \$250 per day) for teachers participating in professional development activities outside of regular contract hours and in accordance with guidelines of the i3 CREATE Project	

5. TUC shall be responsible for overseeing and supporting the implementation of i3 CREATE Project activities and budget, and submitting and filing required reports as the grantee for this project.
6. **COMPLIANCE WITH FERPA:**
  - a. TUC will comply with the provisions of FERPA in all respects. For purposes of this MOU, TUC will use data collected and shared under this MOU for no purpose other than research authorized under 99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this MOU may be construed to allow either party to maintain, use, disclose, or share teacher/student information in a manner not allowed by federal law or regulation. In particular, TUC will not disclose any data contained under this MOU in a manner that could identify any individual teacher/student or the student's parent(s)/guardian(s), per 34 CFR 99.31 (6)(ii)(A), except as authorized by FERPA.
  - b. TUC will abide by information re-disclosure limitations per 34 CFR 99.33 (a)(1); 99.33 (a)(2). Data that contain personal information from students' educational records are protected by the FERPA (20 U.S.C. 1232g) and may not be re-released without consent of the parents or eligible students.
  - c. TUC will destroy all data obtained under this agreement when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR 99.31 (6)(ii)(B); 99.35 (b)(2), or returned to the OSD.
  - d. TUC will require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement.

7. INDEMINIFICATION AND INSURANCE

TUC shall indemnify, defend and hold harmless OSD, its agents, officers and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Memorandum of Understanding by the indemnifying party and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or sole willful misconduct of the indemnifying party. TUC shall further reimburse OSD for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation enforcing this provision. This provision shall survive termination of the agreement between OSD and TUC.

OSD shall indemnify, defend and hold harmless TUC, its agents, officers and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Memorandum of Understanding by the indemnifying party and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or sole willful misconduct of the indemnifying party. OSD shall further reimburse TUC for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation enforcing this provision. This provision shall survive termination of the agreement between the TUC and OSD.

\_\_\_\_\_ OSD shall provide TUC with a Certificate of Insurance showing a minimum  
(must initial) of \$1 million combined single limits of general liability and automobile coverage.

- 8. OSD understands and agrees that OSD employees are not entitled to benefits of any kind or nature normally provided employees of TUC, including but not limited to State Unemployment Compensation or Workers' Compensation.
- 9. Companies contracting with TUC must certify that none of the employees who may come in contact with students has been convicted of a violent or serious felony. All employees of a business with which TUC contracts who may have contact with pupils must submit fingerprints to the Department of Justice. (Must initial below)

OSD certifies that all OSD employees have submitted fingerprints to the Department of Justice and that none of the employees who may have contact with pupils have been convicted of a felony, i.e., certain serious or violent crimes, sex, or drug offenses.

Both parties hereby accept this agreement:

**The University Corporation (TUC):**

**Oxnard School District (OSD):**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Lisa A. Franz

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director, Purchasing  
Title

\_\_\_\_\_  
Date of execution

\_\_\_\_\_  
Date of execution

## **Attachment A Scope of Work**

### **Project Abstract:**

California State University, Northridge (CSUN), in partnership with Oxnard School District (OSD), has designed a comprehensive and intensive professional development project (i3 CREATE) that focuses on the California Common Core State Standards in Mathematics (CCSSM) for eighth grade teachers, with an emphasis on research based pedagogical strategies using an app specifically designed for this project. As such, i3 CREATE aims to achieve the following:

- GOAL #1: Pupils taught by treatment teachers will score significantly higher on new state standardized assessments than pupils taught by control teachers.
- GOAL #2: Treatment teachers' content and pedagogical practices are aligned with CCSSM as evidenced by the lesson activities that they design.
- GOAL #3: Treatment teachers will continue using Responsive Teaching Cycle (RTC) and the discovery-learning app beyond their treatment period.

### **Key Project Activities:**

The implementation of the project with OSD consists of two key activities:

1. Professional development on CCSSM and the guided discovery approach for teaching mathematics:  
Teachers will first receive professional development in CCSSM aligned curricula and practices, particularly those that incorporate the use of guided discovery. The face-to-face training, provided by the Principal Investigator and the content developers, teachers will be encouraged to use the app to organize content so that pupils can recognize and use patterns and themes for solving problems. This training will be learner-centered with the teachers doing mathematics themselves: solving problems, often collaboratively; presenting their work and examining the work of others; and justifying their solutions.  
student teachers from CSUN.
2. Ongoing RTC and professional development:  
Teachers will collaborate in teams to further adapt instruction around the learning needs of their pupils. Throughout the school year, RTC will be conducted at least once a week for 30 weeks, as in-service teachers continue using the discovery-learning app to assist in developing lesson activities.

### **Evaluation Plan:**

The data collected will inform continuous program improvement throughout this project. The evaluation plan also includes the collection of process data to determine the extent to which the delivery of each component adheres to the design of the intervention. Data collected include the following:

- Annual standardized test scores (CAASPP) of students in classes taught by project teachers (treatment and control);
- Attendance records of treatment teachers in professional development for this project;
- Amount of RTC training received by teachers;
- Number of hours treatment teachers are engaged in RTC during implementation;
- Amount of usage of the discovery learning app by treatment teachers during implementation;
- Number, quality, and degree of CCSSM alignment guided discovery lesson activities created by treatment teachers.

### **OSD Considerations:**

- District will provide student CASPP data for participating and control teachers in September to the program evaluator;
- During class time, treatment teachers will use the discovery learning app as a part of regular instruction;
- Principals will assist with recruitment of students for summer school, and the selection of treatment and control teachers.

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT**     **X**    

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

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

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

**Approval of Agreement #16-03 – Oxnard Performing Arts & Convention Center (Freeman)**

This agreement is for the 2016 SIP Day Orientation which will be held at the PAC on Tuesday, August 16, 2016.

**FISCAL IMPACT:**

Not to Exceed \$1,219.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-03 with the Oxnard Performing Arts & Convention Center.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-03, Oxnard Performing Arts & Convention Center (11 Pages)



PERFORMING ARTS AND CONVENTION CENTER  
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 4<sup>th</sup> day of May 2016, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and Oxnard [REDACTED] School District (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1) Equipment/Supplies	
(a) General Lighting	\$ <u>0.00</u>
(b) House Sound System	<u>0.00</u>
(c) Orchestra Chairs	<u>0.00</u>
(d) Video recording permit	<u>0.00</u>
(f) Panasonic DLP Projector	<u>0.00</u>
(g) Shure Wireless Microphone	<u>0.00</u>
(2) Personnel	
(a) Stage Technicians	\$ <u>994.00</u>
(b) House Manager	<u>200.00</u>
(c) Ushers	<u>N/A</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: August 16, 2016, 7:00am

Moving Out: August 16, 2016, 1:30pm

Actual Program: August 16, 2016, 7:00am to 1:30pm

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of \_\_\_\_\_ to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	<u>waived per agreement</u>
(2) Equipment/Supplies	<u>waived per agreement</u>
(3) Personnel	<u>1,194.00</u>
(4) Non-Refundable process fee	<u>25.00</u>

TOTAL \$ 1,219.00

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of **"Welcome Back Meeting"**. Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 a.m.** on the **17<sup>th</sup>** day of **August, 2016** all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame

proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used

or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

Licensee agrees to indemnify and hold harmless PACC, the City of Oxnard, its City Council and their respective officers, directors, employees, and agents, against any and all claims, demands, causes of action, damage (including damages to PACC's property), costs, and liabilities (including cost and liabilities of PACC with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the use and occupation of Theater, whether such use is authorized or not, or from any act or omission of Licensee or any of its officers, agents, employees, guests, patrons, or invitees. Licensee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings that may be brought or instituted against PACC, the City of Oxnard and their respective officers, directors, agents and employees on any such claim, demand or cause of action, and Licensee shall pay and satisfy any judgment or decree which may be rendered against PACC, the City of Oxnard and their respective officers, directors, employees, and agents in any such suit, action or other legal proceedings. Licensee shall pay for any and all damages to property of PACC, for loss or theft of such property, done or caused by Licensee, its officers, agents, employees, guests, patrons and invitees.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that

Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

#### 34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

#### 35. Default

a. Should Licensee default in the performance of any of the terms and conditions Of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

#### 36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC



stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

OXNARD PERFORMING ARTS  
CENTER CORPORATION

LICENSEE  
OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Oxnard Performing Arts Center Manager

\_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



# ESTIMATE ONLY

Date Proce...	Estimate #
8/16/2016	275

<b>Bill To</b>
Oxnard Elementary School District Lydia Alvara

<b>Event Name</b>
2016 O.S.D. School Year Welcome Back Mtg

Time Of Event	Date Of Event	Tech Info
7a - 2p	8/16/2016	NO

Description	Time	Qty / ...	Rate	OT ...	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System			0.00		0.00
Orchestra Chairs			0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
Shure SLX 24 Wireless Handheld Microphone			0.00		0.00
Panasonic PT-DX810 8 K Lumen DLP Projector			0.00		0.00
Video Recording Permit			0.00		0.00
EQUIPMENT RENTAL      SUBTOTAL					0.00
Tue. 8/16/2016 Setup, Perf. & Strike					
Stage Technical Director	7a - 2p	7	28.00		196.00
Lighting Technician	7a - 2p	7	19.00		133.00
Electrician	7a - 2p	7	19.00		133.00
Sound Technician	7a - 2p	7	19.00		133.00
Stagehand (2ea.)	7a - 2p	14	19.00		266.00
Stage Desk / Curtain Op	7a - 2p	7	19.00		133.00
STAGE TECHNICAL LABOR      SUBTOTAL					994.00

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	<b>Total</b>	\$994.00
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**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT**     **X**    

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

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

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

**Approval of Agreement #16-04 – Oxnard Police Department – SRO Services-Cost Sharing 2016-2017 (Morales/Cline)**

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This agreement is for the Oxnard School District and the Oxnard Police Department to continue to work in collaboration with supporting the children, parents, and staff at our elementary and middle school campuses. The Oxnard Police Department agrees to provide the services of two School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention.

**FISCAL IMPACT:**

\$261,000.00 – School Safety Funds

**RECOMMENDATION:**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #16-04 with the Oxnard Police Department, in the amount not to exceed \$261,000.00.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #16-04, Oxnard Police Department (7 Pages)

**Agreement No. 7412-16-PO**

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

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

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

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

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

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

City and District hereby agree as follows:

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

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty One Thousand Dollars (\$261,000) (total cost for two officers) no less than thirty (30) days prior to June 30, 2017.

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

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
  
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

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

District:

Oxnard School District  
1051 South A Street  
Oxnard, CA, 93030  
Attention: Lisa Cline, Deputy Superintendent

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

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

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

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



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

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

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Greg Nyhoff, City Manager

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Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

---

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

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Jeri Williams, Police Chief

## **EXHIBIT “A”**

### **SRO Guidelines**

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

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

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

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

#### **RESPECT FOR THE RIGHTS OF STUDENTS**

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

suspicion.

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

#### SRO TRAINING REQUIREMENTS

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

#### PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

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

#### TECHNOLOGY SERVICES AND SUPPORT

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

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

**Ratification of Amendment #1 to Agreement #15-02 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Gern)**

At the Board meeting of June 3, 2015, the Board of Trustees approved Agreement #15-02 with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) to special education students for the 2015-16 school year, including Extended School Year, for a total agreement amount of \$101,051.28.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #15-02 by \$152,305.95 for a total cost of \$253,357.23. The increase is due to additional services for six (6) students during the 2015-16 school year.

**Students:**

EV031402	\$27,378.48	BL091503	\$27,378.48
JL080602	\$ 2,327.50	EC092902	\$36,504.64
ML062907	\$32,758.25	NC092306	\$25,958.60 <i>(includes bus aide)</i>

**FISCAL IMPACT:**

\$152,305.95 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #15-02 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$152,305.95.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Amendment #1, Ventura County Office of Education (6 Pages)  
                     Agreement #15-02, Ventura County Office of Education (9 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 2, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.  
EF031402

1. This agreement pertains to providing exceptional service(s) for [redacted] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/2/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: 2015-2016 (12/2/15-6/30/16)	UPCOMING: 2016-2017 (8/26/16-12/2/16)
(including ESY, if applicable)	\$ 27,378.48	\$ 18,252.33

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 2/23/16

Estimated Cost \$ [redacted]  
\$27,378.48 for Fiscal Year 2015-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 18, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

BL091503

1. This agreement pertains to providing exceptional service(s) for [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/18/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date.	CURRENT: 2015-2016 (12/18/15-6/30/15)	UPCOMING: 2016-2017 (8/23/16-12/18/15)
(including ESY, if applicable)	\$ 27,378.48	\$ 18,252.33

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: \_\_\_\_\_

Special Education Authorized Representative

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

Approved By: \_\_\_\_\_

Business Services Authorized Representative

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

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

3/14/16

Estimated Cost \$ \_\_\_\_\_

**\$27,378.48 for fiscal year 15-16**

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 14, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JL080602

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services; 60 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/14/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (1/14/16-6/30/16)	UPCOMING: <u>2016-2017</u> (8/26/16-1/14/17)
(including ESY, if applicable)	\$ <u>2,327.50</u>	\$ <u>2,327.50</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 2/23/16

Estimated Cost \$ [REDACTED]  
\$2,327.50 for Fiscal Year 2015-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 8, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

EC092902

1. This agreement pertains to providing exceptional service(s) for [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/8/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date	CURRENT: 2015-2016 (10/8/15-6/30/16)	UPCOMING: 2016-2017 (8/26/16-10/8/16)
(including ESY, if applicable)	\$ 36,504.64	\$ 9,126.17

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 2/23/14

Estimated Cost \$ [REDACTED]  
\$36,504.64 for Fiscal Year 2015-16

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 16, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

ML062907

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/16/2015 (IEP date= 10/30/15), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (11/16/15-6/30/16)	UPCOMING: <u>2016-2017</u> (8/26/16-10/30/16)
(including ESY, if applicable)	\$ <u>32,758.25</u>	+ \$ <u>9,350.50</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 2/23/16

Estimated Cost \$ [REDACTED]

\$32,758.25 for Fiscal Year 2015-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 20, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

NC092306

1. This agreement pertains to providing exceptional service(s) for [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day and bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/20/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (1/20/16-6/30/16)	UPCOMING: <u>2016-2017</u> (8/26/16-1/20/17)
(including ESY, if applicable)	\$ <u>25,958.60</u>	+ \$ <u>25,958.62</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 2/23/16

Estimated Cost \$ [REDACTED]

\$25,958.60 for Fiscal Year 2015-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 10, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EV031402, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/10/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	( )	(8/26/15-12/10/15)
(including ESY, if applicable)	\$ _____	\$ <u>15,169.03</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 15,169.03 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 8, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JA031802, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/8/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u> (8/26/15-10/8/15)
(including ESY, if applicable)	\$ _____	\$ <u>7,817.75</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 7,817.75 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 7, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, BL091503, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/7/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> ( )	UPCOMING: <u>2015-2016</u> (8/26/15-1/7/16)
(including ESY, if applicable)	\$ _____	+ \$ <u>20,937.54</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 20,937.54 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML062907, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/13/14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u> ( )	UPCOMING: <u>2015-2016</u> (8/26/15-11/13/15)
(including ESY, if applicable)	\$ _____	+ \$ <u>11,726.67</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 11,726.67 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective February 19, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AR111501, a Special Education pupil who is a resident of DISTRICT and currently attends, Phoenix School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services; 1655 minutes per month.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/20/15 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	( )	(8/26/15-2/19/16)
(including ESY, if applicable)	\$ _____	\$ <u>2,500.00</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 2,500.00 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 12, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB031702, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/12/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	( )	(8/26/15-10/29/15)
(including ESY, if applicable)	\$ _____	\$ <u>8,165.42</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 8,165.42 for fiscal year 15-16

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





# AGREEMENT

## FOR PARAEDUCATOR PERFORMING SPECIAL CIRCUMSTANCES SERVICES

This Agreement, effective 1/29/15 is made by and between the Ventura County Superintendent of Schools Office, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for JL080602, a Special Education pupil who is a resident of district and currently attends, Foster School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by district or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstance services, bus aide 1 hour per day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/29/15 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	( )	(8/26/15-1/21/16)
(including ESY, if applicable)	\$ _____	+ \$ <u>2,650.00</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 2,650.00 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 27, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NC092306, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5 hours daily, and bus aide, 2 hours daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/27/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
	( )	(8/26/15-1/27/16)
(including ESY, if applicable)	\$ _____	\$ <u>24,715.67</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 24,715.67 for fiscal year 15-16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 15, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EC092902, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/15/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date.	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ _____	+(8/26/15-10/15/15) \$ <u>7,369.20</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 7,369.20 for fiscal year 15-16

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #2 to Agreement #15-79 - Ventura County Office of Education/SELPA (Freeman/Gern)**

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At the Board meeting of August 26, 2015, the Board of Trustees approved Agreement #15-79 with the Ventura County Office of Education, SELPA, for Occupational Therapist (OT) services, or Certified Occupational Therapist Assistant (COTA) services for 32 hours per week for 48 weeks, in the amount not to exceed \$107,520.00.

At the Board meeting of October 21, 2015, the Board of Trustees ratified Amendment #1 in the amount of \$13,440.00 to cover an increase in services bringing the total agreement amount to \$120,960.00. The increase was due to the addition of 4 hours of OT/COTA services for a total of 36 hours per week.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #15-79 by \$3,080.00 for a total cost of \$124,040.00 for 2015-2016. The increase is due to the addition of 2 hours of OT/COTA services for a total of 38 hours per week.

**FISCAL IMPACT:**

Not to exceed \$3,080.00 - Special Education Funds.

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #15-79 with the Ventura County Office of Education/SELPA.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #2, Ventura County Office of Education (1 Page)  
Amendment #1, Ventura County Office of Education (1 Page)  
Agreement #15-79, Ventura County Office of Education/SELPA (1 Page)

AMENDMENT #2 to OSD AGREEMENT #15-79  
VENTURA COUNTY SELPA  
**AGREEMENT (Amended)**  
FOR OCCUPATIONAL THERAPY SERVICES  
2015-2016

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) –or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: 38 Hours per week (increase in hours) \_\_\_\_\_

Cost per hour: \$70.00 -OTR; \$60.00 -COTA \_\_\_\_\_

= \$2,660.00 x 22 weeks = \$58,520.00 (March 1<sup>st</sup> July 31<sup>st</sup>)

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

**This agreement is in effect from March 1, 2016 thru July 31, 2016.**

District Administrator Robin d. Freeman \_\_\_\_\_

Title Asst. Superintendent, Ed. Serv. Date 3/10/16 \_\_\_\_\_

SELPA Director [Signature] \_\_\_\_\_ Date 3/9/16 \_\_\_\_\_

VENTURA COUNTY SELPA  
**AGREEMENT**  
FOR OCCUPATIONAL THERAPY SERVICES  
2015-2016

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) -or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: 36 Hours per week

Cost per hour: \$70.00 -OTR; \$60.00 -COTA

= $\$2,520.00 \times 48 \text{ weeks} = \$120,960.00$

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.


Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

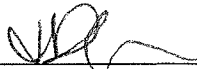
SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

**This agreement is in effect from September 1, 2015 thru July 31, 2016.**

District Administrator   
Lisa A. Franz

Title Director, Purchasing Date 10-22-15

SELPA Director  Date 10/1/15

VENTURA COUNTY SELPA  
**AGREEMENT**  
FOR OCCUPATIONAL THERAPY SERVICES  
2015-2016

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) -or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: 32 Hours per week

Cost per hour: \$70.00 -OTR; \$60.00 -COTA  
= \$2,240.00 x 48 weeks = \$107,520.00

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

*This agreement is in effect from September 1, 2015 thru July 31, 2016.*

District Administrator *Lisa A. Franz*  
Lisa A. Franz

Title Director, Purchasing Date 8-27-15

SELPA Director *[Signature]* Date 7/10/15

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 5/4/16

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

**Ratification of Amendment #1 to Agreement #15-90 – CompHealth Medical Staffing (Freeman/Gern)**

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At the Board meeting of August 26, 2015 the Board of Trustees ratified Agreement #15-90 with CompHealth Medical Staffing to provide temporary occupational therapy services to Oxnard School District students consistent with the student’s Individualized Education Program (IEP), which may include direct and consultative occupational therapy services. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

It is now necessary to utilize additional service providers as follows:

- Physical Therapist
- Speech Language Pathologist
- COTA/PT

A rate sheet with the current hourly rates for each supported staff position is attached.

**FISCAL IMPACT:**

Not to exceed stated hourly rates per position – Special Education Funding

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #15-90 with CompHealth Medical Staffing.

**ADDITIONAL MATERIALS:**

**Attached:** Amendment #1, Confirmation Service Agreement (3 Pages)  
Rate Sheet, CompHealth Medical Staffing (1 Page)  
Agreement #15-90, CompHealth Medical Staffing (8 Pages)





***REVISED CONFIRMATION SERVICE AGREEMENT FOR  
TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE***

This Confirmation is hereby issued pursuant to the Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") entered into on 8/19/2015 by and between Oxnard Elementary School District ("Client") and CompHealth Medical Staffing ("CompHealth"). The date of issue of this Confirmation is March 11, 2016. This Confirmation confirms the Assignment herein described under the terms and conditions herein described. In the event this Confirmation conflicts with the terms and conditions of the Agreement, this Confirmation shall control but only with respect to the Assignment it describes. Capitalized terms used herein shall have the definitions assigned to them in the Agreement.

***ASSIGNMENT DATES, PROVIDER NAME, SPECIALTY AND LOCATION***

Client has requested Provider Coverage at Client's facility located at Oxnard Elementary School District, 1051 SOUTH A ST, Oxnard, CA 93030. This Assignment is for the time period from 3/28/2016 to 6/17/2016. The specialty of the Provider requested is: Speech Language Pathology. The name of the Provider Client has accepted for this Assignment is: Karen Kuratsu ("Provider").

***FEES, RECRUITMENT FEE***

The Fees for the Assignment shall be as follows:

**Rates:**

- \$78.00 Per Hour worked, guaranteed 40 Hours Per Week
- \$117.00 Per Overtime hour, applies after 40 Hours Per Week
- IRS Standard rate mileage between worksites visited on the same day

A signed time sheet will be considered approval by client to pay hours noted on the time sheet, including any applicable overtime. Should you choose to have our provider work over 8 hours in one day or 40 hours in one workweek, the time will be billed at 1 1/2 times the regular rate. Double-time for over 12 hours in one day will be billed at 2 times the regular rate. Holiday will be billed at 1 1/2 times the regular rate.

Due to the passage of SB 940, all temporary workers in the state of California must be paid on a weekly basis. Clients will be invoiced weekly to reflect this change.

*The Recruitment Fee shall be: 25%.*

***DEVIATIONS TO THE AGREEMENT***

**Setting:** School

Worksite Locations:

Kamala School: 634 West Kamala ST, Oxnard CA 93033

805 - 385 - 1548

Elm School: 450 East Elm Street, Oxnard CA 93033

805 - 385 - 1533

*If at any time our therapist is reassigned to a clinical area that does not match his/her clinical capabilities, you must inform CompHealth immediately.*

**Work Schedule:** M-Th, 40hrs per week, 10hrs a day..

**On-Call/Weekend Schedule:** None.. *When time off is required to offset weekend rotation, it must be taken within that same 40 hour workweek.*

**Client payroll week is** Sunday - Saturday

**Contact:** Amelia Sugden

**Orientation & First Day Information:** On the first day the Provider will report to Oxnard School District Office 8:30am PST located at 1501 South A Street, Oxnard CA 93030. Upon arrival the Provider is to ask for Nadia Villapudua, Special Education Manager. Please bring your State issued photo ID.

*CompHealth requires an orientation for each Health Care professional we place at your facility. This will provide our therapist with an understanding of facility policies, procedures and protocols, as well as an introduction to pertinent staff, layout of the facility and an overview of patients under treatment.*

*Provider will produce evidence of identity upon arrival at each assignment. Provider will present government-issued photo identification such as a driver's license, state identification card, or passport.*

**Scheduled Time Off:** None

*CompHealth and Client have mutually agreed upon the time off as outlined above. Any additional time off that is granted by the client will continue to be billed and invoiced based on our 40-hour guarantee as outlined in our Service Agreement.*

**Facility Holidays:** Memorial Day (May 30)

**Dress Code:** Business casual (professional and comfortable).

*If at any time prior to or during the coverage period you need to contact any member of the CompHealth staff after normal working hours, you can do so by calling (800) 634-9582. It is our pleasure to be available to you 24 hours per day, 7 days per week.*

ASG-1122112



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2016

DATE (MM/DD/YYYY)  
3/16/2016

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

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

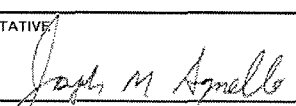
<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1336505 CHG COMPANIES, INC. CHG HEALTHCARE SERVICES INC. CHG MEDICAL STAFFING, INC. DBA COMPHEALTH MEDICAL STAFFING 6440 SOUTH MILLROCK DR., STE #175 SALT LAKE CITY UT 84121	<b>INSURER A:</b> Continental Casualty Company      NAIC # 20443	
	<b>INSURER B:</b> RLI Insurance Company      13056	
	<b>INSURER C:</b> The Travelers Indemnity Company      25658	
	<b>INSURER D:</b> National Fire and Marine Insurance Co      20079	
	<b>INSURER E:</b> Not Applicable	
	<b>INSURER F:</b> The Charter Oak Fire Insurance Company      25615	

**COVERAGES**      **CERTIFICATE NUMBER:** 13958469      **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HML2047957562	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	CAP9502025	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Not Applicable BODILY INJURY (Per accident) \$ Not Applicable PROPERTY DAMAGE (Per accident) \$ Not Applicable \$ Not Applicable
E	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	Not Applicable			EACH OCCURRENCE \$ Not Applicable AGGREGATE \$ Not Applicable \$ Not Applicable
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	See Below* See Below**	11/1/2015 11/1/2015	11/1/2016 11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N	N	N205014	2/1/2016	2/1/2017	EACH CLAIM: \$1,000,000 AGGREGATE: \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Workers compensation coverage only applies to employees of the named insured. Workers Compensation policy numbers: TRK-UB-487D655-4-15(AZ, MA & WI); TC20-UB-487D630-8-15(Other States). Professional Liability: Virginia Limits: Each Claim - \$2,200,000; Aggregate - \$6,600,000 effective 7/1/2016 Virginia Limits are increased to each claim - \$2,250,000; Aggregate - \$6,750,000. Excludes CRNA'S, Nurse Practitioners, Physician Assistants, Physicians and Pharmacists. This policy is occurrence based. Subject to policy aggregate and other terms and conditions. Karen Kuratsu, SLP while on assignment

<b>CERTIFICATE HOLDER</b> 13958469 Oxnard Elementary School District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b> 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: 
--	--



Megan Gillis  
2900 Charlevoix Dr SE Suite 200  
Grand Rapids, MI 49546  
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

March 8, 2016

Amelia Sugden, Director – Special Education Services  
1051 South A Street  
Oxnard, California 93030

RE: Rate Request for 2015 - 2016 School Year

Amelia:

Per your request, here are the requested rate ranges we would like to work with if we potentially staff needs with Oxnard Elementary School District for the 2015-2016 school year. The rate that is presented will reflect the current housing costs in the area, and experience of the Provider.

OT	\$70-\$73
PT	\$70-\$73
SLP	\$76-\$80
COTA/PTA	\$63-\$66

I look forward to hearing from you if we can be of assistance.

Thanks!

Megan Gillis  
Client Representative, Schools-Based Opportunities



**ALL INCLUSIVE SERVICE AGREEMENT  
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE**

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage (“Agreement”) by and between Oxnard Elementary School District (“Client”), a nonprofit organization, with its principal place of business located at 1051 South A Street, Oxnard, CA 93030, and CompHealth Medical Staffing (“CompHealth”), with its principal place of business located at 2900 Charlevoix Drive SE, Suite 200, Grand Rapids, MI 49546 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of August 19, 2015 (“Effective Date”).

***Section A, Intent of Agreement***

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals (“Provider(s)”) to provide clinical services to Client on a temporary basis (“Provider Coverage”) for the time periods requested by Client (“Assignment(s)”). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

***Section B, Duties of CompHealth***

**B.1 Arrangement of Assignments**

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client’s verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing (“Confirmation”). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

**B.2 Providers as Employees of CompHealth**

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth’s obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker’s Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

**B.3 Licensure, Competency**

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

**B.4 Assignment of Billing Rights, Chart Documentation**

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider’s departure from an Assignment.

### **B.5 Professional Liability Insurance**

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

### **B.6 General Liability Insurance**

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

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## ***Section C, Duties of Client***

### **C.1 Client to Notify of Acceptability of Providers**

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

### **C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)**

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

### **C.3 Housing, Travel Arrangements & Per Diem Allowance**

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

### **C.4 Practice Standards**

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

### **C.5 Risk Management and Incident Reporting Cooperation**

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

### **C.6 Change in Worksite Location**

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

### **C.7 Competency**

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

## ***Section D, Fees***

### **D.1 Fee Schedule**

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

### **D.2 Deposit, Costs of Obtaining Privileges**

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

### **D.3 Invoicing**

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

### **D.4 Minimum Workweek**

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g. inclement weather, school holidays and non-working days as referenced in school's calendar).

### **D.5 Failure to Issue Confirmation**

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

## ***Section E, Term, Cancellation and Removal of Provider***

### **E.1 Cancellation of an Assignment**

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

#### **E.2 Requests for Provider Coverage**

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

#### **E.3. Termination of Agreement**

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

#### **E.4 Term**

**The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2016.**

#### **E.5 Removal of Provider**

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

### ***Section F, Later Placements***

#### **F.1 Client Offer of Position to Provider**

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

#### **F.2 Client Notification of Previous Knowledge of Provider**

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

#### **F.3 Recruitment Fee Payment Terms**

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

#### **F.4 Definition of Work**

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.



## *Section G, Standards of Service*

### **G.1 Medicare and Medicaid Fraud Representation**

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

### **G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

### **G.3 Availability of Books and Records**

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

### **G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification**

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

## *Section H, Miscellaneous Provisions*

### **H.1 Interest and Attorney's Fees**

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

### **H.2 Entire Agreement, Amendments**

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

### **H.3 Notices**

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

**H.4 Severability, Successors, Discrimination, Governing Law**

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

**H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities**

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

**H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail**

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

**H.7 Use of Subcontractors**

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

**H.8 Handwritten Revisions**

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_

Title: Asst. Superintendent,  
Human Resources

Date: 7-12-15

Printed Name: Dr. Jesus Vaca

95-6002318

Federal Tax I.D. # or Social Security #

COMPHEALTH MEDICAL STAFFING

By: \_\_\_\_\_

Title: Director

Date: 9/9/15

Printed Name: Julie Ptak

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# CompHealth.

## ***CONFIRMATION SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE***

This Confirmation is hereby issued pursuant to the Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") entered into on August 19, 2015 by and between Oxnard Elementary School District ("Client") and CompHealth Medical Staffing ("CompHealth"). The date of issue of this Confirmation is August 7, 2015. This Confirmation confirms the Assignment herein described under the terms and conditions herein described. In the event this Confirmation conflicts with the terms and conditions of the Agreement, this Confirmation shall control but only with respect to the Assignment it describes. Capitalized terms used herein shall have the definitions assigned to them in the Agreement.

### ***ASSIGNMENT DATES, PROVIDER NAME, SPECIALTY AND LOCATION***

Client has requested Provider Coverage at Client's facility located at Oxnard Elementary School District, 1051 SOUTH A ST, Oxnard, CA 93030. This Assignment is for the time period from 8/20/2015 to 6/17/2016. The specialty of the Provider requested is: Occupational Therapy. The name of the Provider Client has accepted for this Assignment is: Meghan Zimmer("Provider").

### ***FEES, RECRUITMENT FEE***

The Fees for the Assignment shall be as follows:

#### **Rates:**

\$70.00 Per Hour Worked

If applicable, client will be billed for mileage between worksites visited on same day at the current IRS rate.

A signed time sheet will be considered approval by client to pay hours noted on the time sheet, including any applicable overtime. Should you choose to have our provider work over 8 hours in one day or 40 hours in one workweek, the time will be billed at 1 1/2 times the regular rate. Double-time for over 12 hours in one day will be billed at 2 times the regular rate. Holiday will be billed at 1 1/2 times the regular rate.

Due to the passage of SB 940, all temporary workers in the state of California must be paid on a weekly basis. Clients will be invoiced weekly to reflect this change.

*The Recruitment Fee shall be: 25%.*

### ***DEVIATIONS TO THE AGREEMENT***

**Setting:** School

*If at any time our therapist is reassigned to a clinical area that does not match his/her clinical capabilities, you must inform CompHealth immediately.*

**Work Schedule:** M-F, 40 hrs/wk (8-hr days - there is 1/2 hour unpaid lunch so provider would work perhaps from 8a-4:30p with 1/2 hour unpaid lunch somewhere during that time). Need CA license - they cannot have someone work on the 60-day rule..

**On-Call/Weekend Schedule:** *N/A When time off is required to offset weekend rotation, it must be taken within that same 40 hour workweek.*

**Client payroll week is** Sunday through Saturday

**Contact:** Nadia Villapudua

**Orientation & First Day Information:** Report to Nadia Villapudua, 8:00 a.m. at Pupil Services department at Educational Services Center 1051 South A Street Oxnard, CA 93030.

*CompHealth requires an orientation for each Health Care professional we place at your facility. This will provide our therapist with an understanding of facility policies, procedures and protocols, as well as an introduction to pertinent staff, layout of the facility and an overview of patients under treatment.*

*Provider will produce evidence of identity upon arrival at each assignment. Provider will present government-issued photo identification such as a driver's license, state identification card, or passport.*

**Scheduled Time Off:** Follow School Calendar.

*CompHealth and Client have mutually agreed upon the time off as outlined above. Any additional time off that is granted by the client will continue to be billed and invoiced based on our 40-hour guarantee as outlined in our Service Agreement.*

**Facility Holidays:** Labor Day (9/7/15), Veteran's Day (11/11/15), Thanksgiving Break (11/23-11/27/15), Winter Break (December 21-January 8), MLK Day (1/18/16), Lincoln's Day Holiday (2/12/16), Washington's Day Holiday (2/15/16), Spring Break (March 25-April 8/16), Memorial Day (5/30/16)

**Dress Code:** Business casual (professional and comfortable).

*If at any time prior to or during the coverage period you need to contact any member of the CompHealth staff after normal working hours, you can do so by calling (800) 634-9582. It is our pleasure to be available to you 24 hours per day, 7 days per week.*

ASG-1085025

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 5/4/16

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

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

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

SECTION C: CONSENT   X  

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

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

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

**Ratification of Agreement #15-219 – Passageway School (Freeman/Gern)**

Requesting ratification of Non Public School (NPS) services for student RP031903 for the 2015-2016 school year, including Extended School Year, beginning February 22, 2016. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: RP031903

**FISCAL IMPACT:**

Tuition:	\$150.87 per diem x 94 days = \$14,181.78 (Including 20 days of Extended School Year)
1:1 Support:	\$14.39 hourly rate x 6.75 hrs. a day x 94 days = \$9,130.46
Individual Counseling:	\$61.68 hourly rate x 2 hrs. a month x 5 months = \$616.80
Transportation:	\$30.84 round trip daily rate for 94 days = \$2,898.96
<b>Grand Total:</b>	<b><u>\$26,828.00</u> - Services to be paid with Special Education Funds</b>

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-219 with Passageway School, NPS in the amount not to exceed \$26,828.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-219, Passageway School (4 pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-219

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of May 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the PASSAGEWAY SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

**Student: RP031903**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2015-2016** school year, at a daily rate of \$150.87 for 94 days, this includes 20 days of extended school year through August 2016. Also, Individual Counseling services at an hourly rate of \$61.68, for 120 minutes monthly, for approximately 5 months; one-on-one extra adult assistance in school setting for 6.75 hours a day, for 94 days at a \$14.39 hourly rate; transportation services at a daily rate of \$30.84; total services not to exceed **\$26,828.00**.

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$26,828.00** for **RP031903**.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will



# OXNARD SCHOOL DISTRICT

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any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

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

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





# OXNARD SCHOOL DISTRICT

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

AGREEMENT #15-219

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Passageway School, Assistant Administrator  
Diana Adame, Nonpublic, Nonsectarian School

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 5/04/2016

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

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

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

**SECTION C: CONSENT** \_\_\_\_\_

**X**

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

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

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

**Purchase Order/Draft Payment Report #15-06(Cline/Franz)**

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The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 3/05/2016 through 4/21/2016 for the 2015-2016 school year, in the amount of \$2,397,799.66.
  
2. A listing of Draft Payments issued 3/05/2016 through 4/21/2016 in the amount of \$1,934.00, Draft Check # D7485-D7498, for the 2015-2016 school year

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #15-06 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #15-06 (21 Pages)

## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00120	Grainger Inc	CNS	stores	633.48
CNP16-00121	Pioneer Chemical Co	CNS	stores	249.21
P16-03013	Orange Co Dept Of Education	ED SERVICES	MATLS/SUPPL	106.20
P16-03900	Blick Art Materials	WAREHOUSE	STORES	54.70
P16-03920	Walmart	ED SERVICES	MATL/SUP	986.52
P16-03948	BMI Systems Group	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	126.92
P16-03949	Zangle Nat'l User Group	ED SERVICES	CONF (MSAP)	250.00
P16-03950	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	160.92
P16-03951	Pro Ed	Special Ed	MATL/SUP	155.52
P16-03952	Coast To Coast Computer Prod	CURREN	mat/sup - instructional	764.64
P16-03954	Sheraton Grand Sacramento	Special Ed	TRAVEL/CONF	251.50
P16-03955	Ventura Co Star	BUSINESS	SVCE	231.30
P16-03956	Southwest Airlines	Special Ed	TRAVEL	229.96
P16-03957	Uline	CNS	supplies	145.98
P16-03958	Bold Learning Solutions, Inc B rainscape	ED SERVICES	PROF/ SVS.	79.99
P16-03960	Amazon Com	FREMONT	MAT/SUP INSTRUCTIONAL	358.55
P16-03961	Amazon Com	MCKINNA	mat/sup-instructional	336.53
P16-03963	Amazon Com	RAMONA	Mat/Sup - Instruction	50.44
P16-03964	Jordanos Inc	CNS	supplies	168.47
P16-03965	Amazon Com	MARINA	Materials & Supplies-Admin	35.63
P16-03966	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	360.00
P16-03967	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	309.50
P16-03968	Lakeshore Learning Materials-V	MCKINNA	mat/sup-instructional	200.00
P16-03969	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	393.06
P16-03970	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	384.40
P16-03971	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	53.99
P16-03972	Petesehria, LLC PizzaMan Dan's	SORIA	MATL/SUP (Instructional)	92.14
P16-03973	Petroleum Telcom Inc DBA Telec om	KAMALA	Materials & Supplies-Admin	118.00
P16-03974	Office Depot Bus Ser Div	CURREN	mat/sup - instructional	295.95
P16-03975	Marie Callender's	Special Ed	MATL/SUP	565.86
P16-03976	First Picks Bread Co VII Paner a Bread	ASSESS ACCOUN'	MATL	269.70
P16-03978	Staples Direct	Special Ed	MATL/SUP	734.48
P16-03979	Myers Stevens And Toohey And	SORIA	INS (Instructional)	749.00
P16-03981	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	533.51
P16-03982	US School Supply Inc	KAMALA	Materials & Supplies-Instructional	194.72
P16-03984	John C. Nowell dba/ National S chool Products	CURREN	mat/sup - instructional	105.73
P16-03985	Kaplan Early Learning Company	CURREN	mat/sup - instructional	45.89
P16-03987	Oriental Trading Co Inc	CURREN	mat/sup -instructional	94.50
P16-03988	Amazon Com	CURREN	mat/sup - instructional	143.95
P16-03989	Insect Lore Products	KAMALA	Materials & Supplies-Instructional	132.38
P16-03990	Smart And Final Iris Co	SORIA	MATL/SUP(Instructional)	250.00
P16-03991	Bad Wolf Press	DRIFFILL	SERV-instructional	186.89
P16-03992	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP- Instructional	400.00

\*\*\* 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.

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-03993	BRIAN A ANDERSON DISCOUNT OWL PELLETS	DRIFFILL	MATL/SUPP-instructional	235.01
P16-03994	The Jason Project Jason Learning	FREMONT	SERV-INSTRUCTION	520.00
P16-03995	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	160.00
P16-03996	Scholastic Inc	FREMONT	BKS INSTRUCTION	79.56
P16-03997	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-INSTRUCTIONAL	375.00
P16-03999	Gopher Sport	CURREN	matl/sup - instructional	614.67
P16-04000	Roadrunner Shuttle And	SORIA	SERV(Instructional)	552.00
P16-04001	Marbles The Brain Store	ASES	Mat/Sup	539.89
P16-04003	School Specialty Inc	RITCHEN	MATL/SUP-Instructional	398.47
P16-04004	Oriental Trading Co Inc	RITCHEN	MATL/SUP-Instructional	168.57
P16-04005	Nasco Modesto	ED SERVICES	MATL/SUP (FREMONT)	328.39
P16-04006	Gopher Sport	KAMALA	Materials & Supplies-Instructional	72.80
P16-04007	School Serv Of Calif Inc	BUSINESS	CONF	310.00
P16-04029	Buyextras.Com	IT	MATL/SUP (ITS/Sites)	580.55
P16-04030	CDW G	IT	MATL/SUP (VM)	404.20
P16-04031	Radisson Hotel Santa Maria	RAMONA	Travel/Conf - Instruction	433.44
P16-04032	PARAGON SYSTEMS, INC	IT	SERV	825.00
P16-04035	Office Depot Bus Ser Div	MARINA	MATL/SUP - INSTRUCTIONAL	441.17
P16-04038	AC Supply Co	ED SERVICES	MATL/SUP (HAYDOCK)	218.35
P16-04039	Taymark Anderson's	ED SERVICES	MATL/SUP (HAYDOCK)	934.75
P16-04041	Adam Cottle dba/ Austin & Kale n Env Consultants	RISK MGMT	Professional/Consultant	700.00
P16-04047	Apple Computer Inc	RISK MGMT	Materials & Supplies	412.32
P16-04049	Office Depot Bus Ser Div	RAMONA	Mat/Sup - Instruction	248.39
P16-04054	Santa Barbara Zoo	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	596.00
P16-04055	Curriculum Associates Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	992.49
P16-04060	Dell Direct Sales Lp	CHAVEZ	MATERIALS AND SUPPLY-INSTRUCTIONAL	16.19
P16-04061	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	189.00
P16-04062	Walmart	ED SERVICES	MATL/SUP (FREMONT)	489.90
P16-04065	Amazon Com	LEMONWOOD	Materials and Suppies INSTRUCTIONAL	696.86
P16-04066	Curriculum Associates Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	361.07
P16-04067	Roadrunner Shuttle And	ED SERVICES	SERV	822.00
P16-04068	Hyatt Regency Orange Co	ED SERVICES	CONF	479.86
P16-04069	National Notary Association	ED SERVICES	SERV	714.00
P16-04071	School Serv Of Calif Inc	BUSINESS	CONF	775.00
P16-04072	Carolina Biological Supply	ED SERVICES	MATL/SUP (HAYDOCK)	72.68
P16-04073	Amazon Com	ED SERVICES	MATLS/SUPPL	246.83
P16-04074	Walmart	ED SERVICES	MATL/SUP (HAYDOCK)	294.84
P16-04075	Amazon Com	ED SERVICES	MATL/SUP (FREMONT)	521.37
P16-04076	Amazon Com	HAYDOCK	MATL/SUPPLI-INSTRUCTIONAL	58.29
P16-04077	Smart And Final Iris Co	ED SERVICES	MATLS/SUPPL	100.00
P16-04078	Ventura Co Office Of Education	ED SERVICES	TRAVEL/CONF	390.00
P16-04079	Ventura Co Office Of Education	ED SERVICES	CONF	60.00
P16-04080	RICHARDS INSTITUTE OF EDUCATIO N AND RESEARCH	ED SERVICES	CONF-Education Thru Music(Attn: Martha Highfill)	710.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-04081	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	921.69
P16-04082	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	236.52
P16-04083	CABE	HR	conference and travel	400.00
P16-04084	MAHON, GLENDA C. dba/ ACTION P REPAIREDNESS TRAINING	HR	Serv-	350.00
P16-04085	Time For Kids	KAMALA	SERV-INSTRUCTION	733.60
P16-04087	Amazon Com	CURREN	matl/sup - instructional	180.22
P16-04088	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP (FREMONT)	41.80
P16-04089	LEARN360	KAMALA	SERV-Instruction	695.00
P16-04090	La Grinding Co	GRAPHICS	Materials and Supplies	603.16
P16-04095	SHRED-IT USA LLC	CURREN	serv - instructional	200.00
P16-04098	Jones School Supply Co Inc	HAYDOCK	MATL/SUP-INSTRUCTION	464.40
P16-04099	Henson's Music Center	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	335.34
P16-04102	Association For Middle Level Ed	HAYDOCK	MATL-SUPPL-INSTRUCTIONAL	51.16
P16-04104	Perma Bound Books	ELM	BKS-Instruction	540.94
P16-04105	Gopher Sport	DRIFFILL	MATL/SUPP-instructional	681.21
P16-04106	Petroleum Telcom Inc DBA Telecom	DRIFFILL	Repairs-instructional	205.09
P16-04114	Holiday Inn Pasadena	FACILITIES	CONFERENCE	683.58
P16-04117	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	576.54
P16-04118	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	503.60
P16-04119	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	139.28
P16-04120	Amazon Com	CURREN	matl/sup - instructional	122.73
P16-04121	Ventura Co Office Of Education	CURREN	conf - instructional	45.00
P16-04122	Amazon Com	CURREN	matl/sup - instructional	226.32
P16-04123	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	229.47
P16-04124	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	CURREN	conf - instructional	160.00
P16-04125	Lectorum Publications Inc	CURREN	matl/sup - instructional	212.33
P16-04126	Perma Bound Books	CURREN	mal/sup- Instarctional	59.18
P16-04127	Scholastic Inc	CURREN	malt/sup - instructional	39.88
P16-04128	Santillana USA	CURREN	malt/sup - Instructional	50.36
P16-04129	Read Naturally, Inc	CURREN	matl/sup - instructional	487.34
P16-04130	Nasco Modesto	CURREN	matl/sup- instructioanal	408.26
P16-04131	Office Depot Bus Ser Div	WAREHOUSE	STORES	183.00
P16-04132	Walmart	ED SERVICES	MATL/ SUP	13.91
P16-04133	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	54.40
P16-04135	Walmart	NFL	Matl/Sup	83.98
P16-04136	BSN Sports	WAREHOUSE	Stores Supplies	77.76
P16-04138	Grainger Inc	WAREHOUSE	Stores Supplies	214.23
P16-04139	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	203.90
P16-04140	Ventura Co Star	BUSINESS	SVCE	143.92
P16-04142	COUNTY OF VENTURA	FACILITIES	SERV	253.20
P16-04143	COUNTY OF VENTURA	FACILITIES	SERV	253.20
P16-04144	COUNTY OF VENTURA	FACILITIES	SERV	253.20
P16-04146	Perma Bound Books	FREMONT	BKS INSTRUCTION	288.79
P16-04150	Perma Bound Books	FRANK	Matl-Sup - Instructional	215.99
P16-04151	Southwest Airlines	ED SERVICES	TRAVEL/CONF	602.38
P16-04152	Southwest Airlines	ED SERVICES	TRAVEL/CONF	497.88

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-04155	Underwood Family Farms	RAMONA	Service - Instruction	948.00
P16-04156	Fisher Scientific Education	BREKKE	MATL/SUP - Instructional	575.43
P16-04157	Pro Ed	BREKKE	MATL/SUP - SPEC ED	701.95
P16-04159	Petesehria, LLC PizzaMan Dan's	ED SERVICES	MATLS/SUPPL	248.28
P16-04162	MARRIOTT HOTEL SERVICE, INC LO S ANGELES AIRPORT MARRIOTT	HR	Conf	344.89
P16-04163	Oriental Trading Co Inc	ED SERVICES	MATLS/SUPPL	256.38
P16-04164	Aswell Trophy And Engraving	ED SERVICES	MATLS/SUPPL	535.95
P16-04165	Association For Middle Level Ed	HAYDOCK	SERV / MATL/Supp- Instruction/Admin	209.95
P16-04166	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	SERV-instructional	296.71
P16-04167	Scholastic Book Clubs	DRIFFILL	MATL/SUPP-instructional	294.84
P16-04168	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	80.00
P16-04169	Amazon Com	DRIFFILL	MATL/SUPP-instructional	118.53
P16-04176	Barnes And Noble	ELM	MATL/SUP - Instructional	26.99
P16-04177	Department Of Industrial Relat Payment Processing Center	FACILITIES	Services	675.00
P16-04178	Marbles The Brain Store	ASES	Mat/Sup	269.95
P16-04179	Dell Direct Sales Lp	FACILITIES	Equipment	596.43
P16-04180	Sams Club 6455	DRIFFILL	MATL/SUPP-instructional	540.00
P16-04181	Southwest Airlines	SORIA	CONF (Instructional)	409.28
P16-04182	Southwest Airlines	SORIA	CONF (ADMIN)	606.96
P16-04183	UPS - FREIGHT	MCKINNA	Postage-Instruction	60.00
P16-04184	Ventura Co Office Of Education	SORIA	CONF (Admin)	130.00
P16-04185	School Specialty Inc	CURREN	matl/sup - instructional	81.73
P16-04186	CABE	SORIA	CONF (Instructional)	400.00
P16-04187	Plaza14 North American Cinem	SORIA	SERV (Instructional)	20.00
P16-04188	National Notary Association	BUSINESS	Membership	720.99
P16-04189	NETWORK CRAZE TECHNOLOGIES INC	PURCHASING	MCK/CHA/FRA	504.70
P16-04190	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	RAMONA	SERV	795.00
P16-04191	Ventura Co Office Of Education	ED SERVICES	CONF-Writer Workshop 3-15-16	585.00
P16-04192	Amazon Com	HARRINGTON	materials & supplies - instruction	243.87
P16-04195	Walmart	MARSHALL	MATL/SUP - Instruction	162.00
P16-04196	Walmart	CURREN	matl/sup - instructional	46.85
P16-04197	School Nurse Supply Co	CURREN	matl/sup- instructional	145.41
P16-04198	School Specialty Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	41.12
P16-04201	KAPCO	DRIFFILL	MATL/SUPP-instructional	742.75
P16-04204	Guildcraft Inc	RISK MGMT	Materials & Supplies	41.38
P16-04205	AliMed Inc	RISK MGMT	Materials & Supplies	37.76
P16-04206	Office Depot Bus Ser Div	SUPERINTENDEN	MATL/SUP	182.95
P16-04208	Oriental Trading Co Inc	DRIFFILL	MATL/SUPP-instructional	107.98
P16-04209	Lakeshore Learning Materials-V	MCKINNA	mat/sup-instrctional	200.00
P16-04210	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	43.20
P16-04212	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	108.00
P16-04213	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	162.00
P16-04214	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	162.00

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04218	B & H Foto & Electronics Corp	DRIFFILL	MATL/SUPP-instructional	241.92
P16-04219	Nasco Modesto	CURREN	matl/sup - instructional	576.56
P16-04220	Nasco Modesto	BREKKE	MATL/SUP - Instructional	710.36
P16-04221	Barnes And Noble	CURREN	matl/sup - instructional	881.86
P16-04223	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	342.27
P16-04224	Shelly Jewelry Corporation Paw n Shop of Ventura	IT	MATL/SUP	75.00
P16-04225	NETWORK CRAZE TECHNOLOGIES INC	BREKKE	MATL/SUP - Instructional	163.89
P16-04226	Global Equipment Co Inc	RISK MGMT	Materials & Supplies	431.99
P16-04227	Zeeni.com	DRIFFILL	SERV-instructional	809.46
P16-04228	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	119.67
P16-04229	Amazon Com	SORIA	BOOKS (Instructional)	370.66
P16-04230	Amazon Com	MARSHALL	MATL/SUP - Instruction	480.58
P16-04231	Amazon Com	DRIFFILL	MAT/SUPP-instructional	330.90
P16-04232	Amazon Com	CURREN	matl/sup-instructional	75.49
P16-04233	Amazon Com	CURREN	matl/sup - instructional	133.93
P16-04234	Amazon Com	DRIFFILL	MATL/SUPP-instructional	147.40
P16-04235	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	430.92
P16-04236	Amazon Com	RISK MGMT	Materials & Supplies	182.40
P16-04237	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	63.68
P16-04238	Amazon Com	SIERRA LINDA	matl/sup - instructional	277.37
P16-04239	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	150.00
P16-04240	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	150.00
P16-04241	Amazon Com	MARSHALL	MATL/SUP - Instruction	433.10
P16-04242	Amazon Com	SIERRA LINDA	matl/sup - instructional	57.47
P16-04243	Amazon Com	MARSHALL	MATL/SUP - Instruction	61.81
P16-04244	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	527.42
P16-04245	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	296.97
P16-04246	CASBO VTA/SB SUBSECTION	Pupil Srvs	CONF	115.00
P16-04247	CASBO VTA/SB SUBSECTION	Pupil Srvs	CONF	115.00
P16-04248	Ventura Co Office Of Education	SORIA	SERV (Instructional)	460.00
P16-04249	Demco Inc	MARINA	MATL/SUPL-Instructional	54.28
P16-04250	AMERICAN WEST RESTAURANT GROUP HOLDINGS, LLC	MARINA	MATL/SUPL-Instructional	256.69
P16-04252	Santa Barbara Zoo	MARSHALL	SERV - Instruction	630.00
P16-04253	Ventura Co Office Of Education	MARSHALL	CONF - Instructional Library, Media Aide	100.00
P16-04255	Troxell Communications, Inc	CURREN	matl/sup - instructional	462.24
P16-04257	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	200.00
P16-04258	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	580.02
P16-04259	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	132.09
P16-04260	Staples Direct	SIERRA LINDA	matl/sup - Instructional	297.04
P16-04261	NETWORK CRAZE TECHNOLOGIES INC	FREMONT	MAT/SUP INSTRUCTION	324.12
P16-04262	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	MCKINNA	conf-instructional	163.79

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-04264	CDW G	HR	SUPP	577.86
P16-04265	Spicers Paper Inc	WAREHOUSE	Stores Supplies	521.95
P16-04268	DOUBLETREE BY HITLON SAN JOSE	ED SERVICES	TRAVEL & CONF	643.95
P16-04272	Rochester 100, Inc	HARRINGTON	materials & supplies-instruction	135.00
P16-04273	Lightning Ridge Screen	HARRINGTON	materials & supplies - instruction	84.38
P16-04274	California Science Center	BREKKE	SERV - Instructional	25.00
P16-04276	Renaissance Learning Inc	FREMONT	TRAV/CONF-INSTRUCTIONAL	597.00
P16-04278	Museum Of Ventura County	DRIFFILL	SERV-instructional	560.00
P16-04279	Renaissance Learning Inc	ED SERVICES	CONF-Accelerated Reader 360 Adv. Seminar	398.00
P16-04280	NCTM	FREMONT	TRAVEL/CONFERENCE - INSTRUCTION	495.00
P16-04282	S & S WORLDWIDE, INC	LEMONWOOD	Materials/Supplies (Instructional)	368.25
P16-04283	Petesehria, LLC PizzaMan Dan's	Pupil Svcs	MATL/SUP	300.00
P16-04284	Long Beach Marriott	HR	Conf	182.52
P16-04285	Westin St Francis Hotel	FREMONT	TRAVEL/CONF - INSTRUCTIONAL	765.33
P16-04286	Smart And Final Iris Co	MARINA	MATL/SUPL-Instructional	216.00
P16-04287	PEDLEY KNOWLES & COMPANY PK SA FETY SUPPLY	RISK MGMT	Materials & Supplies	116.64
P16-04288	ALL THE WRITE NEWS DBA THE SMA RTY CATALOG	RISK MGMT	Materials & Supplies	58.00
P16-04289	Sopris West Educational Serv	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	894.24
P16-04290	Roadrunner Shuttle And	ED SERVICES	CONF	429.40
P16-04292	Grainger Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	304.69
P16-04294	Skillpath Seminars Inc	LEMONWOOD	Travel/Conference (clerical)	199.00
P16-04295	MOBY MAX	ROSE	PROFESSIONAL/CONSULTING SVCS - INSTRUCTION	699.00
P16-04296	Renaissance Learning Inc	FRANK	Conf - Instructional	398.00
P16-04298	Robert H Sheldon Books Are Fun	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	60.48
P16-04299	El Pollo Norteno Inc	MARINA	MATL/SUPL-Instructional	115.05
P16-04301	Handwriting Without Tears	MARSHALL	MATL/SUP - Instruction	60.37
P16-04302	Lakeshore Learning Materials-V	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	300.00
P16-04303	Lakeshore Learning Materials-V	HAYDOCK	MATL-SUPPLI-INSTRUCTUINAL	200.00
P16-04304	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	771.01
P16-04306	Pearson	Special Ed	MATL/SUP	189.24
P16-04307	MHS Inc	Special Ed	MATL/SUP	283.20
P16-04308	BSN Sports	WAREHOUSE	Stores Supplies	865.47
P16-04311	Sams Club 6455	WAREHOUSE	Stores Supplies	258.68
P16-04314	Lakeshore Learning Materials-V	HAYDOCK	MATLS/SUPPL INSTRUCTIONAL	200.00
P16-04315	Trash for Teaching T4T.org	RAMONA	Mat/Sup - Instruction	100.00
P16-04317	TEACHERS COLLEGE COLUMBIA UNIV ERSITY	SORIA	CONF (Instructional)	825.00
P16-04318	Night Hawks Custom Screen	SORIA	MATL/SUP (Instructional)	891.00
P16-04319	EDU21C Foundation C/O Paul Mc Coy Family Office	SORIA	SERV (Instructional)	357.00
P16-04320	Parent Project Inc	SORIA	BKS (Instructional)	239.00
P16-04322	Amazon Com	HARRINGTON	materials & supplies - instruction	231.00

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04323	Amazon Com	ELM	MATL/SUP - Instructional	31.29
P16-04326	Global Equipment Co Inc	HAYDOCK	MATLS/SUPPL-ADMIN	420.39
P16-04329	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	RAMONA	CONF - ADMIN (CLAUDIA CZ)	80.00
P16-04330	Amazon Com	RAMONA	MAT/SUP - INSTRUCTION	647.94
P16-04331	Ventura Co Office Of Education	RAMONA	CONF - Admin	30.00
P16-04332	AVID CENTER	HAYDOCK	CONFERENCE-INSTRUCTIONAL	725.00
P16-04333	CTEBVI Annual Conference	HR	Serv	250.00
P16-04334	Ventura Co Community College D	HR	Serv	10.00
P16-04336	Amazon Com	WAREHOUSE	Stores Supplies	896.40
P16-04337	Amazon Com	MCKINNA	matl/sup-instructional	125.00
P16-04338	4imprint	ED SERVICES	MATL/SUP (HAYDOCK)	338.29
P16-04339	Barnes And Noble	ED SERVICES	MATL/SUP (HAYDOCK)	604.36
P16-04340	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	107.98
P16-04341	Walmart	RAMONA	Mat/Sup - Admin	64.35
P16-04344	CUE, INC	RAMONA	CONF - Admin	249.00
P16-04346	Radisson Hotel Santa Maria	RAMONA	Travel/Conf - Admin	288.96
P16-04348	Jordanos Inc	CNS	supplies-051	415.02
P16-04349	Costco Wholesale	CNS	supplies	86.39
P16-04350	Jordanos Inc	CNS	supplies-038	380.89
P16-04351	Cummins Allison Corp	CNS	repairs	396.36
P16-04352	Staples Advantage	ROSE	MATERIALS & SUPPLIES & INSTRUCTION	154.69
P16-04354	ETA Hand2mind	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	396.03
P16-04355	Sean Broihier and Assoc LLC Fi ne Art America	MARSHALL	MATL/SUP - Instruction	271.33
P16-04358	Walmart	HARRINGTON	MATL/SUP	49.65
P16-04359	Jordanos Inc	CNS	supplies-066	391.14
P16-04363	Walmart	HAYDOCK	MATL/SUPPL	999.00
P16-04364	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.00
P16-04365	IXL LEARNING, INC	FREMONT	PROFESSIONAL-CONSULTING - INSTRUCTIONAL	350.00
P16-04366	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-04367	Walmart	Pupil Srvs	MATL/SUP	300.00
P16-04369	El Pollo Norteno Inc	Pupil Srvs	SUP- CHAMPS	336.00
P16-04370	Amazon Com	Special Ed	MATL/SUP	55.27
P16-04371	Super Duper Inc	Special Ed	MATL/SUP	101.41
P16-04372	Pearson	Special Ed	MATL/SUP	378.48
P16-04373	WPS	Special Ed	MATL/SUP	247.80
P16-04374	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	246.16
P16-04375	School Health Corporation	Pupil Srvs	MATL/SUP	280.84
P16-04376	Office Depot Bus Ser Div	HARRINGTON	materials & supplies - instruction	149.48
P16-04377	Heritage Valley Bus Inc	DRIFFILL	SERV-instructional	520.66
P16-04378	Harbor Freight Tools	ASES	Mat/ Supl	291.28
P16-04379	Laser Toner & Computer Supply	BUDGET	Supplies	300.24
P16-04380	Secretary Of State	BUSINESS	Membership	40.00
P16-04381	Secretary Of State	ED SERVICES	SERV	40.00

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04383	Underwood Family Farms	BREKKE	SERV - Instructional	252.00
P16-04384	Fresh & Fabulous Cafe-Bakery	SORIA	MATL/SUP (Instructional)	259.60
P16-04387	Apple Computer Inc	FREMONT	MAT/SUP INSTRUCTION	615.60
P16-04388	Amazon Com	IT	MATL/SUP (Ricky/Krystal Reagan)	28.07
P16-04389	Amazon Com	KAMALA	Materials & Supplies-Office	47.67
P16-04390	Amazon Com	FREMONT	MAT/SUP INSTRUCTIONAL	779.08
P16-04391	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	441.94
P16-04392	Oriental Trading Co Inc	CURREN	mat/sup - instructional	302.58
P16-04393	Tri-County GATE Council ATTN: Maryanna Gray	CURREN	conf - instructional	45.00
P16-04394	Printech	CURREN	mat/sup - instructional	75.60
P16-04395	Association Of Two-Way & Dual	KAMALA	Conference-Instructional	575.00
P16-04396	Pearson Education	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	84.05
P16-04398	BMI Systems Group	IT	MATL/SUP (Oscar)	96.12
P16-04399	Rio Elementary School Distri	BUSINESS	SERV	398.23
P16-04401	School Nurse Supply Co	WAREHOUSE	Stores Supplies	635.04
P16-04403	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	82.06
P16-04404	Palos Sports Inc	FREMONT	MAT/SUP INSTRUCTION	53.18
P16-04405	Office Depot Bus Ser Div	FREMONT	MAT/SUP INSTRUCTION	241.37
P16-04406	Petroleum Telcom Inc DBA Telec om	WAREHOUSE	Repairs	344.02
P16-04408	UPS - FREIGHT	ASES	Comm	20.00
P16-04412	Ertel Cabinets & Millwork	FACILITIES	Materials	96.12
P16-04414	El Pollo Norteno Inc	ED SERVICES	MATLS/SUPPL	240.00
P16-04415	Underwood Family Farms	MCKINNA	serv-instructional	348.00
P16-04416	Underwood Family Farms	MCKINNA	serv-instructional	348.00
P16-04417	General Binding Corp.	MARINA	MAINT	510.00
P16-04419	NETWORK CRAZE TECHNOLOGIES INC	LEMONWOOD	Materials/Supplies (clerical)	367.20
P16-04421	Office Depot Bus Ser Div	NFL	Mat/ Sup	283.95
P16-04423	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	983.56
P16-04424	School Health Corporation	WAREHOUSE	Stores Supplies	668.09
P16-04426	Ventura Co Star	BUSINESS	SERVICE - LEGAL	318.68
P16-04428	Grainger Inc	WAREHOUSE	MAT/SUP	186.46
P16-04431	Southwest Airlines	KAMALA	CONF-INSTRUCTIONAL	220.28
P16-04432	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	51.84
P16-04433	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	6.48
P16-04434	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	8.64
P16-04435	Varidesk, LLC	BREKKE	Equipment - Instructional	599.40
P16-04436	Renaissance Learning Inc	MARINA	TRAVL/CONF-ADMIN/INSTR	796.00
P16-04438	School Specialty Inc	RAMONA	Mat/Sup - Instruction (martinez)	140.35
P16-04439	Amazon Com	CURREN	mat/sup- instructional	121.74
P16-04440	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	132.90
P16-04442	Amazon Com	KAMALA	Materials & Supplies-Instructional	968.23
P16-04443	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	302.40
P16-04444	Amazon Com	ED SERVICES	MATLS/SUPPL	210.46
P16-04445	Amazon Com	MCKINNA	mat/sup-instructional	532.05
P16-04446	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (4/22- E. Romero)	45.00
P16-04447	Ventura Co Office Of Education	MCAULIFFE	CONF-admin	200.00

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04448	Ventura Co Office Of Education	MARINA	TRAVL/CONF-Admin	50.00
P16-04449	CASBO VTA/SB SUBSECTION	ED SERVICES	CONF	150.00
P16-04450	Ventura Co Office Of Education	BREKKE	Conference/Travel - Instructional	45.00
P16-04451	CASBO VTA/SB SUBSECTION	ED SERVICES	CONF	150.00
P16-04453	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	32.38
P16-04454	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	460.08
P16-04455	Lumens Integration Inc	MCKINNA	Materials & Supplies-Instructional	540.00
P16-04457	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	32.38
P16-04458	Wieser Educational Inc	FREMONT	BKS- INSTRUCTIONAL	316.41
P16-04460	Walmart	Pupil Srvs	MATL/SUP	100.00
P16-04461	Walmart	Pupil Srvs	MATL/SUP	300.00
P16-04464	Scholastic Inc	BREKKE	MATL/SUP - Instructional	13.86
P16-04465	CASBO VTA/SB SUBSECTION	IT	CONF (Valerie/Janette)	300.00
P16-04466	Amazon Com	MARINA	MATL/SUPL-Instructional	64.67
P16-04467	School Health Corporation	Special Ed	MATL/SUP	454.38
P16-04468	SignMasters, Inc	IT	MATL/SUP	588.60
P16-04469	CDW G	IT	MATL/SUP	493.13
P16-04473	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-Instructional	294.84
P16-04474	Renaissance Learning Inc	KAMALA	Conf-Inst	597.00
P16-04475	Sehi Computer Products Inc	FREMONT	EQUIPMENT-SCHOOL ADMINISTRATION	502.20
P16-04477	Scholastic Inc	CURREN	matl/sup - instructional	69.23
P16-04478	Alphassl Us	IT	SERV	366.00
P16-04483	Ventura Co Sch Bds Assn Attn: Stephrn Blum, Treasurer	SUPERINTENDEN	CONF	45.00
P16-04484	Navitabs	SUPERINTENDEN	MATLS/SUP	63.46
P16-04485	Unicom	SUPERINTENDEN	MATLS/SUP	239.92
P16-04486	Harbor Freight Tools	CURREN	matl/sup - instructional	21.58
P16-04487	Amazon Com	CURREN	matl/sup - instructional	123.01
P16-04488	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	775.00
P16-04489	Pearson	Special Ed	MATL/SUP	789.87
P16-04491	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ED SERVICES	CONF/TRAVEL	160.00
P16-04492	Amazon Com	MARSHALL	MATL/SUP - Instruction	275.14
P16-04493	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	133.50
P16-04494	Positive Promotions	KAMALA	Materials & Supplies-Instructional	182.41
P16-04495	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	RAMONA	CONF - ADMIN/Instruction	160.00
P16-04496	It's Elementary	RAMONA	Mat/Sup - Instruction (martinez)	801.90
P16-04497	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	704.11
P16-04498	Office Depot Bus Ser Div	ED SERVICES	Materials & Supplies	760.86
P16-04499	Ventura Co Office Of Education	RITCHEN	CONF-INSTRUCTIONAL	90.00
P16-04501	The Hose-Man Inc	TRANSPORTATIO	supplies	9.44
P16-04502	Auto Zone Stores, Inc	TRANSPORTATIO	SUPPLIES	34.48
P16-04503	Nasco Modesto	CURREN	matl/sup - instructional	59.06
P16-04504	Blick Art Materials	CURREN	matl/sup - instructional	571.05
P16-04505	Petroleum Telcom Inc DBA Telec om	CURREN	matl/sup - instructional	115.60
P16-04506	Raymond Geddes And Co Inc	KAMALA	Materials & Supplies-Instructional	716.39
P16-04507	The Hose-Man Inc	TRANSPORTATIO	supplies	69.04

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04508	Nasco Modesto	CURREN	mat/sup - instructional	29.70
P16-04509	Nasco Modesto	CURREN	mat/sup - instructional	539.03
P16-04510	Raymond Geddes And Co Inc	CURREN	mat/sup - instructional	194.51
P16-04511	TFD Unlimited LLC TFD Supplies	MCAULIFFE	MATL/SUPL-Instructional	59.40
P16-04512	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional-SDC-Mr. Thacker	458.88
P16-04513	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	376.92
P16-04514	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction (martinez)	437.04
P16-04515	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction (Martinez)	155.46
P16-04516	Underwood Family Farms	BREKKE	SERV - Instructional	316.00
P16-04517	Underwood Family Farms	BREKKE	SERV - Instructional	316.00
P16-04518	Scholastic Inc	CURREN	mat/sup - instructional	292.14
P16-04519	Developmental Resources Inc	CHAVEZ	TRAVEL AND CONFERENCE-admin	149.00
P16-04520	Demco Inc	CURREN	mat/sup - instructional	163.39
P16-04521	Scholastic Inc	CURREN	bks - instructional	153.36
P16-04522	Scholastic Inc	CURREN	mat/sup - instructional	62.50
P16-04523	Trend Enterprises Inc	CURREN	mat/sup - instructional	45.33
P16-04524	Demco Inc	CURREN	mat/sup - instructional	421.60
P16-04525	Demco Inc	CURREN	mat/sup - instructional	574.35
P16-04526	City of LA Dept of Rec Griffit h Observatory	HAYDOCK	SERV-INSTRUCTIONAL	570.00
P16-04527	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (4/18/16 Franco)	45.00
P16-04528	Ventura Co Office Of Education	Pupil Svcs	CONF	355.00
P16-04529	School Health Corporation	WAREHOUSE	Stores Supplies	699.02
P16-04530	Grainger Inc	WAREHOUSE	Stores Supplies	87.09
P16-04532	Southwest Airlines	CURREN	conf- school administration	440.64
P16-04533	Southwest Airlines	ED SERVICES	CONF/TRAVEL	440.55
P16-04535	BSN Sports	MARSHALL	MATL/SUP - Instruction	222.48
P16-04537	Batteries Plus	WAREHOUSE	Stores Supplies	509.33
P16-04543	Office Depot Bus Ser Div	GRAPHICS	Materials and supplies	15.43
P16-04547	CDW G	GRAPHICS	Photoshop Upgrades	949.29
P16-04548	CDW G	HR	Supp	866.80
P16-04550	Printech	ELM	MATL/SUP - Insturctional	478.92
P16-04551	Classroom Direct.Com LLC	RITCHEN	MATL/SUP-Instructional	949.84
P16-04552	THE HUMAN SOLUTION	RISK MGMT	Materials & Supplies	48.82
P16-04554	The Tree House, Inc	SUPERINTENDEN	MATLS/SUP	583.04
P16-04555	Oriental Trading Co Inc	FREMONT	MAT/SUP INSTRUCTION	95.01
P16-04556	Lakeshore Learning Materials-V	FREMONT	MAT/SUP INSTRUCTION	91.77
P16-04557	Demco Inc	MARINA	MATL/SUPL-Instructional	174.84
P16-04558	State Street Products, LLC	FREMONT	MAT/SUP INSTRUCTION	44.98
P16-04559	Educational Tech & Life Co EdT echTeam, Inc	RAMONA	Mat/Sup - Instruction	213.84
P16-04561	The Tree House, Inc	ASSESS ACCOUN	MATL	676.24
P16-04562	Orange Co Dept Of Education	ED SERVICES	CONF	300.00
P16-04563	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	162.00
P16-04564	Barnes And Noble	MCKINNA	Materials & Supplies-Instructional	108.00
P16-04565	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	133.92
P16-04567	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP	352.80
P16-04568	Sunrise Phys Therapy Svcs In	RISK MGMT	Materials & Supplies	326.26

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04569	Walmart	DRIFFILL	MATL/SUPP-instructional	108.00
P16-04574	Gold Coast Transit	Pupil Srvs	SERV- Bus passes	200.00
P16-04576	Discount School Supply	RAMONA	Mat/Sup - Instruction (Martinez)	174.74
P16-04579	CUE, INC	ASES	CONF	717.00
P16-04581	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	648.23
P16-04582	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION/INSTRUCTION	720.00
P16-04583	Staples Direct	FREMONT	MAT/SUP INSTRUCTION	212.75
P16-04585	VCOE - 0950	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	50.00
P16-04586	Ebsco Subscription Serv	FRANK	Mat/Sup - Instructional	212.38
P16-04587	50 Eggs, Inc	RAMONA	Mat/Sup - Instruction	431.98
P16-04591	Office Depot Bus Ser Div	Special Ed	MATL/SUP	125.87
P16-04596	Perma Bound Books	RAMONA	BKS-Mat/Sup - Instruction	698.68
P16-04598	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	521.38
P16-04599	Barnes And Noble	MCKINNA	Materials & Supplies-Instructional	250.00
P16-04600	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	250.00
P16-04601	Gopher Sport	KAMALA	Materials & Supplies-Instructional	70.15
P16-04602	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	250.00
P16-04603	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	Special Ed	MATL/SUP	804.60
P16-04604	Lakeshore Learning Materials-V	MCKINNA	matl-sup-instructional	250.83
P16-04605	Gopher Sport	MARSHALL	MATL/SUP - Instruction	225.72
P16-04606	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	250.83
P16-04607	Petroleum Telcom Inc DBA Telec om	KAMALA	Materials & Supplies-Office	462.62
P16-04608	Insect Lore Products	KAMALA	Materials & Supplies-Instructional	105.57
P16-04609	Oriental Trading Co Inc	MARSHALL	MATL/SUP - Instruction	12.15
P16-04610	Super Duper Inc	ELM	MATL - Instructional	169.02
P16-04611	B & H Foto & Electronics Corp	FRANK	Mat/Sup - Instructional	161.99
P16-04612	BMI Systems Group	FRANK	Mat/Sup - Instructional	213.84
P16-04613	Walmart	DRIFFILL	MATL/SUPP-instructional	200.00
P16-04614	Ventura Co Office Of Education	LEMONWOOD	Travel/Conference-admin/instruction	370.00
P16-04615	Tri-County GATE Council ATTN: Maryanna Gray	FREMONT	TRAVEL/CONFERENCE-instruction	135.00
P16-04616	Swrcb/Sw Fees	BUSINESS	PERMIT FEES	659.00
P16-04619	CASBO VTA/SB SUBSECTION	ELM	CONF - School Office	150.00
P16-04621	Staples Direct	Pupil Srvs	MATL/SUP	718.15
P16-04622	Zangle Nat'l User Group	Pupil Srvs	CONF	150.00
P16-04624	Apple Computer Inc	DRIFFILL	SERV-instruction	230.00
P16-04625	CASBO VTA/SB SUBSECTION	SORIA	CONF (Admin)	450.00
P16-04626	Amazon Com	FREMONT	COMP SUPPLIES/SOFTWARE	948.95
P16-04627	Hower's Sharpening	CNS	services	75.00
P16-04628	Oriental Trading Co Inc	SORIA	MATL/SUP	86.23
P16-04630	Amazon Com	KAMALA	Materials & Supplies-Instructional	38.51
P16-04631	Amazon Com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	21.55
P16-04632	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	125.00
P16-04633	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	250.83
P16-04634	CASBO VTA/SB SUBSECTION	HAYDOCK	CONF-INSTRUCTIONAL SUPPT	150.00

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04635	Lakeshore Learning Materials-V	FRANK	Mat/Sup - Instructional	136.03
P16-04636	CASBO VTA/SB SUBSECTION	CNS	5200 CONF	300.00
P16-04637	Oriental Trading Co Inc	ASES	MAT/SUPL	474.98
P16-04638	Apple Computer Inc	ASES	MAT/SUPL	20.52
P16-04639	Marie Callender's	Special Ed	MATL/SUP	501.97
P16-04640	Parent Project Inc	FREMONT	MAT/ SUPP - INSTRUCTION	756.00
P16-04641	Newegg Com	FREMONT	COMP SUPPLIES/SOFTWARE	130.64
P16-04642	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	106.14
P16-04643	Scholastic Inc	CURREN	mat/sup - instructional	183.79
P16-04644	S & S WORLDWIDE, INC	FREMONT	MAT/SUP INSTRUCTION	410.64
P16-04645	Scholastic Inc	FRANK	Mat/Sup - Instructional	42.26
P16-04646	Scholastic Classroom Magazines	FRANK	Mat/Sup - Instructional	400.95
P16-04647	Latino Family Literacy Project	FREMONT	BKS INSTRUCTION	648.00
P16-04649	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	160.77
P16-04650	Scholastic Inc	CURREN	bks - instructional	356.40
P16-04651	Home Depot Inc	RITCHEN	MATL/SUP-Instructional	924.87
P16-04653	Ventura Co Office Of Education	CURREN	conf - instructional	150.00
P16-04654	Santa Barbara Zoo	CHAVEZ	PROFESSIONAL/CONSULTING SERVICES-INSTRUCTIONAL	708.00
P16-04655	Classroom Direct.Com LLC	CURREN	mat/sup - instructional	220.07
P16-04657	Nasco Modesto	CURREN	mat/sup - instructional	182.68
P16-04658	Amazon Com	CURREN	bks - instructional	75.93
P16-04659	EAI Education Inc	CURREN	mat/sup - instructional	125.49
P16-04660	Office Depot Bus Ser Div	CURREN	mat/sup - instructional	287.09
P16-04661	Lakeshore Learning Materials-V	CURREN	mat/sup - instructional	147.92
P16-04662	Amazon Com	CURREN	bks-instructional	246.09
P16-04663	Barnes And Noble	MCKINNA	Materials & Supplies-Instructional	125.00
P16-04664	Buyextras.Com	HAYDOCK	MATL/SUPPL	159.30
P16-04666	Office Depot Bus Ser Div	FRANK	Mat/Sup - Instructional	213.17
P16-04667	Wieser Educational Inc	FRANK	Mat/Sup - Instructional	151.20
P16-04668	Sopris West Educational Serv	FRANK	Mat/Sup - Instructional	464.02
P16-04669	ACP Direct	FRANK	Mat/Sup - Instructional	240.92
P16-04670	Lowe's	DRIFFILL	MATL/SUPP-instructional	432.00
P16-04671	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-instructional	324.00
P16-04672	School Tech Supply	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	172.80
P16-04673	Green Thumb International	BREKKE	MATL/SUP - Instructional	205.99
P16-04674	ROBERT T. SUSSMAN dba/ MATILIJ A NURSERY	BREKKE	MATL/SUP - Instructional	205.99
P16-04675	Santa Barbara Zoological Fou	SORIA	SERV (Instructional)	720.00
P16-04676	Durham School Services	SORIA	SERV (Instructional)	400.00
P16-04678	Ventura Co Office Of Education	SORIA	CONF (Instructional/Admin)	800.00
P16-04679	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ELM	Conf- Instructional	80.00
P16-04680	TURNAROUND SCHOOLS NO EXCUSES UNIVERSITY	MARSHALL	MATL/SUP - Instruction	215.57
P16-04681	ACSA	ED SERVICES	CONF	50.00
P16-04682	Scholastic Inc	FREMONT	MAT/SUP INSTRUCTION	192.61
P16-04683	CASBO VTA/SB SUBSECTION	ED SERVICES	TRAVEL/CONF	300.00
P16-04684	School Specialty Inc	SIERRA LINDA	mat/sup - instructional	122.69

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**Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount	
P16-04685	Staples Direct	FREMONT	MAT/SUP INSTRUCTION	129.32	
P16-04686	AMAE	ED SERVICES	SERV	410.00	
P16-04688	Office Depot Bus Ser Div	MARINA	COMP SUPL-Instruction	323.94	
P16-04690	Uline	MARSHALL	MATL/SUP - Instruction	43.20	
P16-04693	Barnes And Noble	FRANK	Matl/Sup - Instructional	29.63	
P16-04694	Orange Co Dept Of Education	ED SERVICES	TRAVEL & CONF	300.00	
P16-04696	Pearson	Special Ed	MATL/SUP	122.32	
P16-04697	Aswell Trophy And Engraving	MARINA	MATL/SUPP-Instructional	951.66	
P16-04698	Nasco Modesto	BREKKE	MATL/SUP - Instructional	77.94	
P16-04699	Nasco Modesto	BREKKE	MATL/SUP - Instructional	438.96	
P16-04703	Chumash Indian Museum	SORIA	SERV (Instructional)	595.00	
P16-04704	UCLA	SORIA	CONF (Admin)	25.00	
P16-04705	Developmental Resources Inc	SORIA	CONF (Admin/Instruction)	322.98	
P17-00001	CUE, INC	CURREN	conf- instructional	876.00	
P17-00003	Doubletree Hotel Mission Vall	CHAVEZ	TRAVEL AND CONFERENCE-ADMIN	774.94	
<b>Total Number of POs</b>			<b>540</b>	<b>Total</b>	<b>170,387.58</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	521	163,002.88
120	CHILD DEVELOPMENT FUND	4	1,601.52
130	CAFETERIA FUND	11	3,241.94
213	BOND FUND MEASURE R 2012	2	890.30
		<b>Total Fiscal Year 2016</b>	<b>168,736.64</b>
010	GENERAL FUND	2	1,650.94
		<b>Total Fiscal Year 2017</b>	<b>1,650.94</b>
		<b>Total</b>	<b>170,387.58</b>

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Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-00095	1,148.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P16-00304	650.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P16-00486	820.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P16-00491	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00584	3,660.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	580.00
P16-00701	3,130.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	130.00
P16-01065	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-01109	3,888.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	259.23-
P16-01129	1,680.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P16-01524	17,897.32	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	858.55-
		010-6400	GENERAL FUND/EQUIPMENT	.01
			Total PO P16-01524	858.54-
P16-01859	1,350.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P16-02689	1,912.10	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	539.00
P16-02711	2,199.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	199.00
P16-02973	81.01	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	70.24-
P16-03004	216.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.11-
P16-03306	678.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.00
P16-03307	206.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	56.00
P16-03332	216.92	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	216.92-
		010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	216.92
			Total PO P16-03332	.00
P16-03675	145.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13.99
P16-03702	2,258.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,052.30-
P16-03721	117.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	57.02-
P16-03751	585.36	251-4418	DEVELOPER FEES/COMPUTER EQUIPMENT OVER \$500	388.80-
P16-03776	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P16-03849	650.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	261.82
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	58.18
			Total PO P16-03849	320.00
P16-03859	679.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.60-
P16-03886	1,075.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	11.64
P16-03917	219.26	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	98.06
P16-03919	1,853.20	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	71.20
P16-03925	1,061.64	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,592.46-
P16-03983	7,886.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	219.41
P16-04100	1,477.13	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.41
P16-04203	3,093.10	010-5632	GENERAL FUND/REPAIRS	867.14
P16-04441	1,191.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.35-
			<b>Total PO Changes</b>	<b>293.80-</b>

Information is further limited to: (Maximum Amount = 999.99)

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00114	Jordanos Inc	CNS	stores	6,371.00
CNP16-00115	Gold Star Foods	CNS	stores	31,780.26
CNP16-00116	P And R Paper Supply Co	CNS	stores	5,074.72
CNP16-00117	Gold Star Foods	CNS	stores	6,095.28
CNP16-00118	Jordanos Inc	CNS	stores	6,916.00
CNP16-00119	Sysco Food Services Of Ventura	CNS	stores	1,642.36
CNP16-00122	P And R Paper Supply Co	CNS	stores	4,676.46
CNP16-00123	Jordanos Inc	CNS	stores	4,740.92
CNP16-00124	Gold Star Foods	CNS	stores	25,663.54
CNP16-00125	P And R Paper Supply Co	CNS	stores	5,146.77
CNP16-00126	Gold Star Foods	CNS	stores	19,438.80
CNP16-00127	Jordanos Inc	CNS	stores	8,879.64
CNP16-00128	P And R Paper Supply Co	CNS	stores	3,435.63
CNP16-00129	Cal Jen Sales Co	CNS	stores	1,936.22
CNP16-00130	School Nurse Supply Co	CNS	stores	1,360.80
CNP16-00131	Gold Star Foods	CNS	stores	8,798.95
P16-03953	Div Of The State Architect	FACILITIES	Fees	7,500.00
P16-03959	Sears Roebuck And Co	SIERRA LINDA	QEIA/EQUIP-MATL-SUP (FRIDGE-MW-TOASTER)	1,324.78
P16-03962	Amazon Com	RAMONA	Mat/Sup - Instruction	1,344.97
P16-03977	Home Depot Inc	Special Ed	EQUIP	1,453.57
P16-03980	Association Of Two-Way & Dual	SORIA	CONF (Instructional/Admin)	1,150.00
P16-03983	It's Elementary	KAMALA	Materials & Supplies-Instructional	7,886.66
P16-03986	Perma Bound Books	CURREN	bks - instructional	23,462.78
P16-03998	Avid Center	HAYDOCK	CONF-INSTRUCTIONAL	1,450.00
P16-04002	Willdan Financial Services	BUSINESS	SRVC	3,250.00
P16-04008	Grainger Inc	WAREHOUSE	Supplies	1,057.19
P16-04009	Contract Paper Group, Inc	WAREHOUSE	Stores Supplies	20,747.66
P16-04010	CDW G	IT	EQUIP (Kamala/Tom)	1,175.15
P16-04011	CDW G	IT	EQUIP (Ramona/Tom)	1,175.15
P16-04012	CDW G	IT	EQUIP (CURREN/TOM)	1,175.15
P16-04013	CDW G	IT	EQUIP (LW/TOM)	1,175.15
P16-04014	CDW G	IT	EQUIP (Ritchen/Tom)	1,175.15
P16-04015	CDW G	IT	EQUIP (DRIFFILL/TOM)	1,175.15
P16-04016	CDW G	IT	EQUIP (MW/TOM)	1,175.15
P16-04017	CDW G	IT	EQUIP (ROSE/TOM)	1,175.15
P16-04018	CDW G	IT	EQUIP (ELM/TOM)	1,175.15
P16-04019	CDW G	IT	EQUIP (MARSHALL/TOM)	1,175.15
P16-04020	CDW G	IT	EQUIP (SORIA/TOM)	1,175.15
P16-04021	CDW G	IT	EQUIP (FRANK/TOM)	1,175.15
P16-04022	CDW G	IT	EQUIP (McA/TOM)	1,175.15
P16-04023	CDW G	IT	EQUIP (BREKKE/TOM)	1,175.15
P16-04024	CDW G	IT	EQUIP (FREMONT/TOM)	1,175.15
P16-04025	CDW G	IT	EQUIP (McK/TOM)	1,175.15
P16-04026	CDW G	IT	EQUIP (CHAVEZ/TOM)	1,175.15
P16-04027	CDW G	IT	EQUIP (HAYDOCK/TOM)	1,175.15
P16-04028	CDW G	IT	EQUIP (SL/TOM)	1,175.15
P16-04033	ADVANCED CLASSROOM TECHNOLOGIE S, INC	CHAVEZ	EQUIP - INSTRUCTION	3,538.20

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04034	DELTA EDUCATION	RITCHEN	MATL/SUP-Instructional	3,072.38
P16-04036	LightSail Inc	SORIA	SERV (Instructional)	5,000.00
P16-04037	Global Equipment Co Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	4,043.46
P16-04040	Rose Brand	RAMONA	MAT/SUP - Instruction	2,348.12
P16-04042	ROY ANDREW VILLA	BUSINESS	SITE (APPRAISAL @ DORIS/PATTERSON)	1,700.00
P16-04043	EUR Cons & Development Inc	BUSINESS	BOND/SEABRIDGE	19,329.04
P16-04044	Apple Computer Inc	ASSESS ACCOUN	Computer Equip	5,941.94
P16-04045	Apple Computer Inc	RAMONA	EQUIP - Instruction	4,041.84
P16-04046	Amazon Com	ED SERVICES	MATL/SUP (FREMONT)	1,147.93
P16-04048	Flocabulary LLC	KAMALA	SERV-Instructional	1,600.00
P16-04050	Adam Poirier	ELM	T1//T3/SERV	1,800.00
P16-04051	CECILIA ARREDONDO	ELM	T1//T3/SERV	1,800.00
P16-04052	JENNIFER A. BLOK	ELM	T1//T3/SERV	1,800.00
P16-04053	JENNIFER A. BLOK	ROSE	SERV	1,560.00
P16-04056	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR (Encore)	3,522.00
P16-04057	School Tech Supply	FACILITIES	Equip	2,675.58
P16-04058	Virganth Haur Evolving Solutio ns, LLC	IT	RENT, LEASE, REPAIR	7,490.00
P16-04059	Virganth Haur Evolving Solutio ns, LLC	IT	RENTALS, LEASE, REPAIR	4,830.00
P16-04064	IXL LEARNING, INC	RAMONA	SERV - Instruction	4,760.00
P16-04086	School Tech Supply	CURREN	matl/sup - instructional	3,807.00
P16-04091	Ricoh Usa, Inc	PURCHASING	SERV	4,276.80
P16-04092	Sheraton Grand Sacramento	SORIA	CONF (Instructional/Admin)	1,031.68
P16-04093	Marriott's Shadow Ridge Resort	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	1,315.63
P16-04094	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,856.95
P16-04096	Ventura Co Office Of Education	HR	SERV	1,500.00
P16-04097	Keyboard Concepts, Inc	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	2,685.59
P16-04100	Abilitations	ELM	MATL/SUP - Instructional	1,477.13
P16-04101	LEARNING A-Z	ELM	SERV - Instructional	1,804.05
P16-04103	Woodwind & Brasswind, Inc	ELM	MATL/SUP - Instructional	1,158.84
P16-04107	TRI-COUNTY OFFICE FURNITURE	IT	EQUIP (DESK-VM)	2,305.80
P16-04108	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP	8,294.66
P16-04109	Petroleum Telcom Inc DBA Telec om	ASES	Mat/Supl	7,488.00
P16-04110	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP (Testing)	172,584.00
P16-04111	ADVANCED CLASSROOM TECHNOLOGIE S, INC	FRANK	Equip - Instructional	13,489.16
P16-04112	Petroleum Telcom Inc DBA Telec om	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,407.00
P16-04113	Swrcb/Sw Fees	TRANSPORTATIO	FEES	1,282.00
P16-04115	Wenger Corporation	SUPERINTENDEN	EQUIP (SHOWMOBILE PORTABLE STAGE)	152,070.35
P16-04116	Concepts School & Office Furn	CURREN	equip - instructional	1,064.47
P16-04134	Maxim Staffing Solutions	Pupil Srvs	SERV- Maxim	6,525.00
P16-04137	Extreme Clean	WAREHOUSE	Stores Supplies	2,340.90

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04141	CASBO	FACILITIES	Conference/Travel	1,700.00
P16-04145	City Of Ventura	MCAULIFFE	SERV-Instructional	1,145.00
P16-04147	Sharp Int, Inc	HAYDOCK	SRVICE-INSTRUCTIONAL	2,120.00
P16-04148	AMTRAK	DRIFFILL	SERV-instructional	2,659.56
P16-04149	Perma Bound Books	FRANK	Bks - Instructional	3,993.57
P16-04153	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,942.60
P16-04154	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,227.86
P16-04158	Southwest School & Office Sup	WAREHOUSE	STORES	5,482.99
P16-04160	Spinitar	HAYDOCK	Equip-Instruction	2,113.95
P16-04161	Gopher Sport	ELM	MATL/SUP - Instructional	3,836.19
P16-04170	CASBO VTA/SB SUBSECTION	Pupil Srvs	CONF	1,300.00
P16-04171	SAFE & CIVIL SCHOOLS	Pupil Srvs	MATL/SUP	3,393.00
P16-04172	Coast To Coast Computer Prod	FRANK	Matl/Sup - Admin	3,051.26
P16-04173	Renaissance Learning Inc	KAMALA	Conf-Admin/Inst.	1,791.00
P16-04174	Ventura Co Office Of Education	HR	SERV	121,500.00
P16-04175	The Tree House, Inc	ASSESS ACCOUN	MATL	1,393.85
P16-04193	Kamran And Co Inc	CNS	equipment	3,028.56
P16-04199	Hyatt Regency Sacramento	SORIA	CONF (Instructional/Admin)	1,031.70
P16-04200	Witherspoon Ent Inc DBA Port A Stor	FACILITIES	Equipment	2,475.00
P16-04202	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	4,271.72
P16-04203	A-1 TRUCK & EQUIPMENT INC	WAREHOUSE	repairs	3,093.10
P16-04207	Global Equipment Co Inc	HAYDOCK	NON-CAP EQUIP-INST	1,089.72
P16-04211	Spinitar	FREMONT	MAT/SUP INSTRUCTION	1,297.38
P16-04215	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENTALS, LEASE, REPAIRS	3,329.00
P16-04216	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENTALS, LEASE, REPAIRS	2,167.00
P16-04217	Virganth Haur Evolving Solutio ns, LLC	IT	RENTAL, LEASE, REPAIR	2,535.00
P16-04222	Nasco Modesto	HAYDOCK	MATL/SUPL-INSTRUCTIONAL	1,111.10
P16-04251	Santa Barbara Zoo	MARSHALL	SERV - Instruction	1,395.00
P16-04254	Perma Bound Books	CURREN	bks-instructional	3,266.14
P16-04256	Sheraton Grand Sacramento	DRIFFILL	CONF-ADTLE INSTR/ADMIN	3,812.84
P16-04263	Ryan DeCant/Industry Horror	MCAULIFFE	MATL/SUPL-Instructional	1,292.00
P16-04267	ACP Direct	CURREN	matl/sup - instructional	4,991.77
P16-04269	BON AIR INC.	FACILITIES	SERV/WILLIAMS REIMIB (RIT HVAC CHILLER PROJECT)	148,000.00
P16-04270	City of LA Dept of Rec Griffit h Observatory	ASES	SERVICES	1,836.00
P16-04271	Pearson Education	ED SERVICES	SERV	14,000.00
P16-04275	Handwriting Without Tears	ED SERVICES	MATL/SUP	7,219.58
P16-04277	Lifetouch	DRIFFILL	SERV-instructional	1,837.50
P16-04281	Roberts Events Productions	ED SERVICES	MATL/SUPP/EQUIP/SERV (FREMONT)	19,688.98
P16-04291	Association Of Two-Way & Dual	DRIFFILL	CONF-instructional/admin	3,450.00
P16-04293	MCGRAW HILL EDUCATION, INC	ERC	TEXTBK - MATL/SUP	2,574.34
P16-04297	N2Y	Special Ed	SERV	9,419.50
P16-04300	Pearson Education	ERC	TextBk - MATL/SUP	8,223.58
P16-04305	eSchool Solutions	HR	SERV	10,440.00
P16-04309	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,984.50

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04310	LABSOURCE, INC	WAREHOUSE	Stores Supplies	2,512.50
P16-04312	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,388.02
P16-04313	Veritiv Operating Company	WAREHOUSE	Stores Supplies	9,556.37
P16-04316	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,134.25
P16-04321	Ventura Co Office Of Education	Special Ed	SERV	16,000.00
P16-04324	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,191.96
P16-04325	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV-INSTRUCTIONAL	2,982.00
P16-04327	Oriental Trading Co Inc	MCKINNA	Materials & Supplies-Instructional	6,993.55
P16-04328	GRIFFIN LABORATORIES INC	RISK MGMT	Materials & Supplies	1,095.22
P16-04335	LEARNING A-Z	MCKINNA	serv-instructional	3,676.55
P16-04342	GoldieBlox Inc	RAMONA	Mat/Sup - Instruction	1,032.48
P16-04343	HARVARD ASSOCIATES TERRAPIN SO FTWARE	RAMONA	Mat/Sup - Instruction	1,099.85
P16-04345	Cyber Copy Inc	PURCHASING	SERV (BID #15-02 ROOF REPLACEMENT 2016-VAR SITES))	2,100.00
P16-04347	Jordanos Inc	CNS	equipment-066	2,503.95
P16-04353	Ventura Co Office Of Education	Special Ed	SERV	52,000.00
P16-04356	4imprint	HAYDOCK	MATERIALS/SUPPLIES-instruction	1,938.71
P16-04357	Uline	HARRINGTON	MATL/SUP	2,106.23
P16-04360	Reliable Floor Covering Co	FACILITIES	repair	25,310.00
P16-04361	Tundra Specialties	FACILITIES	Materials and Supplies	1,080.00
P16-04362	United Refrigeration Inc	FACILITIES	Equipment	7,181.48
P16-04368	Maxim Staffing Solutions	Pupil Srvs	SERV- Maxim	1,687.50
P16-04382	Pearson	Special Ed	MATL/SUP	1,395.67
P16-04385	Dell Direct Sales Lp	RISK MGMT	Equipment	1,098.86
P16-04386	School Tech Supply	CHAVEZ	EQUIP - INSTRUCTION	4,900.99
P16-04397	Triarco Arts And Crafts Inc	HAYDOCK	NON CAP-EQUIP NSTRUCTIONAL	8,417.89
P16-04400	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,021.76
P16-04402	Verizon Wireless	PURCHASING	COMM/EQUIP	1,936.02
P16-04407	Grd Construction Inc	FACILITIES	BOND/BLDG (RIT SDC CLASSROOM)	2,132.22
P16-04409	RICHARD BLAGDEN dba/ACHIEVE NO W	RAMONA	LCFF-TARGETED/MATL-SUP	2,490.00
P16-04410	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	Rental, Lease, Repair	3,764.00
P16-04411	CDW G	IT	SERV (Tom)	3,723.18
P16-04413	Nigro & Nigro Pc	BUSINESS	SVC	52,100.00
P16-04418	CASBO VTA/SB SUBSECTION	BUDGET	Conference	2,100.00
P16-04420	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	Materials/Supplies (clerical)	2,906.00
P16-04422	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	5,115.31
P16-04425	Veritiv Operating Company	WAREHOUSE	Stores Supplies	8,291.70
P16-04427	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,315.75
P16-04429	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	EQUIP/INSTALL (NEW HVAC UNIT IN CIO OFFICE)	7,650.00
P16-04430	AMLE	HAYDOCK	TRAVEL/CONF-INSTRUCTIONAL/ADMIN	4,475.00
P16-04437	BMI Systems Group	WAREHOUSE	MATLS/ SUPL	1,166.00
P16-04441	Amazon Com	FREMONT	MAT/SUP INSTRUCTION	1,191.66
P16-04452	Hyatt Regency Sacramento	CURREN	conf - school adminstration	1,031.70
P16-04456	Hyatt Regency Sacramento	ED SERVICES	TRAVEL CONF	1,031.70

\*\*\* See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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## Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04459	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	1,560.00
P16-04462	Staples Direct	RITCHEN	MATL/SUP-Instructional	1,943.96
P16-04463	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	1,253.96
P16-04470	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	Rentals, Lease, Repair	6,024.00
P16-04471	Virganth Haur Evolving Solutio ns, LLC	IT	Rentals, Lease, Repairs	2,710.00
P16-04472	Dell Direct Sales Lp	Special Ed	EQUIP (TRANSLATOR LAPTOPS)	3,133.68
P16-04476	Association Of Two-Way & Dual	CURREN	conf - school administration	1,150.00
P16-04480	Cengage Learning, Inc	FREMONT	BKS-INSTRUCTION	2,209.55
P16-04481	IXL LEARNING, INC	ELM	SERV - Instructional	9,000.00
P16-04482	Premier Agendas Inc	ELM	MATL/SUP - Instructional	2,233.33
P16-04490	Ventura Co Star	PURCHASING	legal ad	3,659.68
P16-04500	Guitar Center	RITCHEN	EQUIP-Instructional	1,403.99
P16-04531	Hilton San Diego Resort & Spa	HAYDOCK	TRAVEL/CONF-INSTRUCTION/ADMIN	3,465.55
P16-04534	Ventura Co Office Of Education	ED SERVICES	CONF	1,500.00
P16-04536	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Service	3,385.80
P16-04538	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,332.80
P16-04539	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,027.08
P16-04540	Apple Computer Inc	HAYDOCK	COMPUTER SUPPLIES/INSTRUCITONAL	16,156.80
P16-04541	Veritiv Operating Company	WAREHOUSE	Stores Supplies	3,452.11
P16-04542	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,457.76
P16-04544	Association Of Two-Way & Dual	ED SERVICES	TRAVEL CONF	1,150.00
P16-04545	CDW G	HAYDOCK	MATL/SUPPL	1,512.00
P16-04546	David Martinez-Cardona Xtasis Designs	ED SERVICES	MATLS/SUPPL	1,737.45
P16-04549	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	MATLS/ SUPL	278,158.86
P16-04553	US School Supply Inc	KAMALA	Materials & Supplies-Insturional	1,234.39
P16-04560	Pamela A Gunther Fit and Fun P layscapes LLC	RAMONA	Mat/Sup - Instruction	2,685.32
P16-04566	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP	3,888.00
P16-04570	Brainpop Com Llc	KAMALA	SERV-Instructional	2,851.20
P16-04571	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	4,300.00
P16-04572	Web Resources LLC SchoolOutlet .com	RAMONA	Equip - Instruction	1,594.17
P16-04573	Lightspeed Systems Corp	IT	EQUIP (Tom)	7,560.00
P16-04575	SCHOOL'S IN, LLC	RITCHEN	MATL/SUP-Instructional	3,158.72
P16-04577	Brainpop Com Llc	RAMONA	SERV - Instruction	4,461.48
P16-04578	History Brought To Life	MCKINNA	serv-instructional	1,295.00
P16-04580	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV-INSTRUCTIONAL	2,273.00
P16-04588	School Specialty Inc	RAMONA	Mat/Sup - Instruction	5,011.20
P16-04589	Home Depot Inc	RAMONA	Mat/Sup - Instruction	3,750.44
P16-04590	Latino Family Literacy Project	ELM	SERV /MATL- Instructional	4,278.00
P16-04592	Sprinkle Tire, Inc	WAREHOUSE	Repairs	1,341.23
P16-04593	Zangle Nat'l User Group	IT	CONF	2,400.00

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ESCAPE ONLINE

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**Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-04594	Association Of Two-Way & Dual	ELM	CONF - Instructional	2,300.00
P16-04595	Gopher Sport	RAMONA	Mat/Sup - Instruction	5,646.56
P16-04597	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	10,636.27
P16-04617	World's Finest Chocolate, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,030.00
P16-04618	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	1,277.25
P16-04620	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	1,191.63
P16-04623	Mobile Modular Management	SAN MIGUEL	BLDG	332,482.00
P16-04629	Amazon Com	RAMONA	Mat/Sup - Instruction	1,911.28
P16-04648	Scholastic Book Fairs	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,826.35
P16-04656	Dell Direct Sales Lp	Special Ed	MATL/SUP	1,504.23
P16-04665	Faronics Technologies Inc	HAYDOCK	MATL/SUPPL INSTRUCTIONAL	2,916.00
P16-04677	Association Of Two-Way & Dual	ED SERVICES	TRAVEL/CONF	9,775.00
P16-04687	Tolman & Wiker Ins	BUSINESS	INSURANCE	2,522.00
P16-04689	Staples Direct	SIERRA LINDA	matl/sup - instructional	7,667.47
P16-04691	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MARINA	COMP EQUIP-Instructional	9,945.96
P16-04692	Lectorum Publications Inc	SORIA	BKS (Instructional)	4,999.30
P16-04695	Larry Gonzales dba/ 3G Promoti onal Products	ED SERVICES	MATLS/SUPPL	1,388.26
P16-04700	Nasco Modesto	BREKKE	MATL/SUP - Instructional	1,182.83
P16-04701	ADVANCED CLASSROOM TECHNOLOGIE S, INC	SIERRA LINDA	matl/sup - instructional	1,593.00
P17-00002	Avid Center	CURREN	conf- instructional	2,900.00
<b>Total Number of POs</b>			<b>234</b>	
			<b>Total</b>	<b>2,227,412.08</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	212	2,033,061.67
120	CHILD DEVELOPMENT FUND	1	1,500.00
130	CAFETERIA FUND	17	144,461.30
213	BOND FUND MEASURE R 2012	2	3,832.22
251	DEVELOPER FEES	20	41,656.89
		<b>Total Fiscal Year 2016</b>	<b>2,224,512.08</b>
010	GENERAL FUND	1	2,900.00
		<b>Total Fiscal Year 2017</b>	<b>2,900.00</b>
		<b>Total</b>	<b>2,227,412.08</b>

\*\*\* See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Includes Purchase Orders dated 03/05/2016 - 04/21/2016 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00087	2,059,738.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	28,490.00
P14-00662	545,580.44	010-6210	GENERAL FUND/ARCHITECT/ENGINEERING FEES	50,000.00
		213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	9,765.46-
			Total PO P14-00662	40,234.54
P14-01200	1,356,728.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	108,500.00
P15-00882	18,638,604.00	213-6272	BOND FUND MEASURE R 2012/CONSTRUCTION MANAC	177,072.00
P16-00026	37,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,793.49
P16-00036	40,600.00	010-4310	GENERAL FUND/FUEL	18,725.89
P16-00064	26,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P16-00115	10,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P16-00119	15,400.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P16-00120	7,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,986.20
P16-00124	25,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	5,000.00
P16-00128	7,240.00	010-4330	GENERAL FUND/REPAIR PARTS	2,000.00
P16-00130	24,400.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	3,000.00
P16-00131	10,400.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,000.00
P16-00133	10,400.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	5,000.00
P16-00137	4,080.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	3,000.00
P16-00143	13,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P16-00147	2,580.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,500.00
P16-00148	8,400.00	010-5632	GENERAL FUND/REPAIRS	3,000.00
P16-00149	7,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,998.63
P16-00150	9,400.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,000.00
P16-00164	9,280.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,294.66
P16-00165	8,240.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,185.12
P16-00181	20,400.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P16-00344	16,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,700.00
P16-00355	15,900.00	010-4342	GENERAL FUND/REPAIR OF EQUIPMENT	2,000.00
P16-00368	125,000.00	010-5901	GENERAL FUND/POSTAGE	25,000.00
P16-00633	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-01042	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P16-01078	5,564.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P16-01108	5,320.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-01111	75,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	9,690.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	35,310.00
			Total PO P16-01111	45,000.00
P16-01112	38,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	18,000.00
P16-01358	5,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P16-01396	6,500.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,500.00
P16-01402	4,660.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-01505	8,320.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P16-02336	4,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P16-02538	183,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	33,000.00
P16-02725	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P16-03838	5,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
			<b>Total PO Changes</b>	<b>593,480.53</b>

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ESCAPE ONLINE

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BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**      Date of Meeting: **May 4, 2016**

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

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

**Approval of Notice to Set Date of Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547 (Vaca)**

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**EXECUTIVE SUMMARY (description of item):**

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate. It is recommended that the Public Hearing be scheduled for the May 18, 2016 Board meeting.

Pursuant to the provisions of Government Code Section 3547, OEA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees schedule the Public Hearing for OEA and the District's initial proposals on May 18, 2016.

**ADDITIONAL MATERIAL(S):**

- Letter to Board of Trustees President dated 4/15/16
- Letter to OEA Bargaining Chair dated 4/15/16
- District's Initial Bargaining Proposals to OEA for 2016-17
- Letter dated 4/15/16 from OEA Bargaining Chair to District, including OEA 2016-17 Proposals





# OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

**Dr. Jesus Vaca**  
*Assistant Superintendent*  
*Human Resources and Support Services*

**Jonathan Koch**  
*Director*  
*Classified Human Resources*

April 15, 2016

Veronica Robles-Solis  
President, Board of Trustees  
c/o Oxnard School District  
1051 South A Street  
Oxnard, California 93030

*Re: Sunshine of OEA and District Initial Proposals, Pursuant to Govt. Code Section 3547*

Dear President Veronica Robles-Solis,

In accordance with Article XVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator  
Lisa Cline, Deputy Superintendent, Business Services  
Teri Gern, Director, Certificated Human Resources  
Kelly Castillo, Principal, Elementary School Representative  
Greg Brisbine, Principal, Middle School Representative  
Anna Thomas, Director, CIA

The District is requesting to negotiate Article VI (Leaves of Absence), Article IX (Evaluation), Article XI (Working Hours), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article XVIII, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2015 or March 15 of any successive year, and no later than April 15, 2015 or April 15 of any successive year, the party wishing to terminate, modify, or amend the

agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



**DR. JESUS VACA**

Assistant Superintendent

Human Resources and Support Services

JV/pp

Cc: Lisa Cline, Deputy Superintendent, Business Services  
Teri Gern, Director, Certificated Human Resources  
Kelly Castillo, Principal, Curren School  
Greg Brisbine, Principal, Fremont School  
Anna Thomas, Director, CIA



# OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

*Dr. Jesus Vaca*  
*Assistant Superintendent*  
*Human Resources and Support Services*

*Jonathan Koch*  
*Director*  
*Classified Human Resources*

April 15, 2016

Diana Duarte  
Oxnard Educators Association, Bargaining Chair  
2775 North Ventura Road, # 108  
Oxnard, California 93036

*Re: Sunshine of OEA and District Initial Proposals, Pursuant to Govt. Code Section 3547*

Dear Ms. Duarte,

In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator  
Lisa Cline, Deputy Superintendent, Business Services  
Teri Gern, Director, Certificated HR  
Kelly Castillo, Principal, K-8 School Representative  
Greg Brisbane, Principal, Intermediate School Representative  
Anna Thomas, Director, CIA

The District is requesting to negotiate Article VI (Leaves of Absence), Article IX (Evaluation), Article XI (Working Hours), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article XXVIII, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2015, or March 15 of any successive year, and no later than April 15, 2015 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



**DR. JESUS VACA**  
Assistant Superintendent  
Human Resources and Support Services

JV/pp

Enclosure

Cc: Dr. Cesar Morales, Superintendent  
Oxnard School District Board of Trustees  
Mary Jordan, CTA Representative  
Robin Lefkovits, OEA President

INITIAL COLLECTIVE BARGAINING PROPOSAL  
FROM THE  
OXNARD SCHOOL DISTRICT  
TO THE  
OXNARD EDUCATORS ASSOCIATION  
FOR A TERM COMMENCING IN THE  
2016-2017 SCHOOL YEAR

April 15, 2016

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the "District") and the Oxnard Educators Association (the "Association") the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2016 as follows:

ARTICLE VI: LEAVES OF ABSENCE

The district seeks to enter into discussions regarding catastrophic leave.

ARTICLE IX: EVALUATION

The District seeks to enter into discussions regarding the evaluation process for teachers.

ARTICLE XI: WORKING HOURS

The District seeks to enter into discussion related to working hours.

ARTICLE XIX: SALARIES

The District seeks to enter into discussion related to salaries.

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to enter into discussion regarding employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining agreement.

# OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

April 15, 2016

Dr. Cesar Morales, Superintendent  
Oxnard Elementary School District  
1051 South "A" Street  
Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2016 - 2017 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Diana Duarte, Bargaining Chair  
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,  
Human Resources and Support Services  
Mary Jordan, CTA Uniserv Staff  
Robin Lefkovits, OEA President

OXNARD EDUCATORS ASSOCIATION  
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING  
AGREEMENT 2016-2017

April 15, 2016

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

- 1. Article VI: Leaves of Absence**
- 2. Article VII: Transfer**
- 3. Article XI: Working Hours**
- 4. Article XIII: Calendar**
- 5. Article XIV: Partial and School-Wide Contract Variance**
- 6. Article XVI: Safety**
- 7. Article XIX: Salaries**
- 8. Article XX: Employee Benefits**
- 9. Article XXVIII: Term**
- 10. New Article: Special Education**

## **BOARD AGENDA ITEM**

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

Date of Meeting: **05/04/2016**

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

### **2015-2016 3<sup>rd</sup> 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 3<sup>rd</sup> quarter of fiscal year 2015-2016.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2015-2016, 3<sup>rd</sup> Quarter Williams VCOE Activity Report, as presented.

#### **ADDITIONAL MATERIAL**

Attached:       Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE (1 page)  
                  VCOE Williams Activity Report for the 3<sup>rd</sup> Quarter, Fiscal Year 2015-16  
                  (1 page)





Date: April 7, 2016

To: District Superintendents

From: Paula R. Driscoll, Executive Director  
School Business and Advisory Services *PRD*

Subject: 2015-16 3<sup>rd</sup> 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 deciles 1 to 3 schools. 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 3<sup>rd</sup> quarter of fiscal year 2015-16. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are reviewing the annual audits for fiscal year 2014-15 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2016.

If you have any questions or comments about the Williams Settlements or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, County Superintendent  
Misty Key, VCOE Associate Superintendent  
District Williams Coordinator

Attachment

Ventura County Office of Education  
Williams Activity Report for the 3rd Quarter  
Fiscal Year 2015-16

California Education Code Section 1240 requires that the County Superintendent annually visit the 56 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 and/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 2015-16 school year, County Office of Education inspectors visited all “Williams” schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1<sup>st</sup> Quarter Williams Activity Report published in October 2015. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions 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 1<sup>st</sup> 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 results of these reviews will be published in our annual Williams report in November of 2016.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.

BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **5/4/16**

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

**Approve: Overnight Field Trip Santa Barbara Zoo (Freeman/Duran)**

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McAuliffe School is requesting to send approximately 105 5th grade students to the Santa Barbara Zoo for hands-on Science learning activities. Students will travel to the Santa Barbara Zoo for a one day overnight camp on Friday, June 10<sup>th</sup>, 2016 returning Saturday, June 11<sup>th</sup>, 2016. During the experience, there are non-stop activities provided for them with opportunities to conduct experiments; study animal habitats; take nature walks and learn about conservation efforts.

At each stop, whether it is making Behavioral Enrichment, meeting with Keepers, meeting Animals, and touring the Zoo (exhibits, animal kitchen, and Vet hospital), students will get a chance to learn about a different profession and career paths they could one day pursue in Animal Care, Education, and Conservation. During our Overnight, students will do more than spend the night at the Zoo, they will make life-long memories while learning about conservation, animal health and welfare, and career opportunities.

**FISCAL IMPACT:** Not to exceed \$9,800. To be paid out of PTA Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of McAuliffe School that the Board of Trustees approve the overnight fieldtrip as outlined above.

**ADDITIONAL MATERIAL(S):**

**Santa Barbara Zoo Proposal:** Outlines the purpose/activities of the trip and the associated schedule.

**Parental Permission Form:** The letter provides details about the trip.



500 Niños Drive  
Santa Barbara, CA 93103  
p: (805) 962-5339  
f: (805) 962-1673  
zooinfo@sbzoo.org  
sbzoo.org

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To whom it concerns,

The Overnight Safari at the Santa Barbara Zoo allows children to learn about our conservation efforts, both local and internationally, learn what animals need in order to survive - discovering the different aspects that go into animal health and welfare, and learn about different career paths in conservation and education.

Throughout the night, your group will tour the Zoo, learning the stories about our animal ambassadors. The Educator, your guide, will hit specific spots where students can learn about our conservation efforts both locally and internationally. In our California Trails, students will see and hear the stories of our Bald Eagles, California Condors, and Channel Island Foxes. The Educator will engage them with the animal's natural histories, the decline of each species' populations, and each individual conservation effort that helped to preserve these endangered species. Students will get to ask questions about past and current conservation efforts, like our Condor Rehabilitation Program. They will also learn about a few of our conservation partners, such as the Department of Fish and Wildlife Services.

Students will tour our Vet Clinic and Vet Hospital where they will they will get to learn what animals need to live happy and healthy lives. They will also discover similarities between human and animal needs, specifically in terms of nutrition and the tools we use to assess animal health. Additionally, they will get animal encounters, Keeper led discussions, and Educator led tours that focus on the specific care that animals need and receive at the Zoo. They will also engage in making a Behavioral Enrichment for an animal at the Zoo to help enhance the day of one of our collection.

At each stop, whether it is making Behavioral Enrichment, meeting with Keepers, meeting Animals, and touring the Zoo (exhibits, animal kitchen, and Vet hospital), students will get a chance to learn about a different profession and career paths they could one day pursue in Animal Care, Education, and Conservation. During our Overnight, students will do more than spend the night at the Zoo, they will make life-long memories while learning about conservation, animal health and welfare, and career opportunities.

Best,  
Xanth El-Sayed  
Education Coordinator





March 3, 2016

Hello McAuliffe 5th Grade Parents,

Your child has a wonderful opportunity to attend an Overnight Safari at the Santa Barbara Zoo. This experience is one in which your child will learn real science through zoo tours, viewing animals up close, and visiting behind the scene areas. Your child will gain confidence, become more independent, and learn teamwork as they prepare their tents to sleep outside next to the lion exhibit. This Safari also includes an evening snack and a pancake breakfast in the morning, plus your child will receive a ticket to explore the Zoo on that Saturday.

We would leave McAuliffe Elementary School on Friday, June 10 at 5pm and return to school on Saturday, June 11 at 12 noon. To cover the cost of admission, insurance, tent rentals, and bus transportation, we are requesting a donation of \$80 per student, however any donation amount will be greatly appreciated. Please make checks payable to McAuliffe PTA.

There are some fundraisers planned to help with these costs. The first one is the Color Run, Healthy Fun Day on March 19 from 9am-1pm. Our school will receive 70% of total donations and proceeds from 5<sup>th</sup> grade students' donation collections will go towards this trip. We also plan to have 5<sup>th</sup> graders sell cold beverages at this event. A Spring Dance and End of the School Year Dance will be scheduled. If you are interested in volunteering to plan fundraisers and help organize this Overnight Safari, please indicate below.

One adult chaperone for every 10 students is required. If you are interested in chaperoning this overnight trip, please indicate below. You will need to obtain clearance from the Oxnard School District which includes filling out a volunteer form at the Oxnard School District Office, fingerprinting, and Tuberculosis (TB) Test.

Please let us know whether or not you would allow your child to attend this trip and return the bottom section no later than Friday, March 11, 2016. More detailed information will be provided if we have enough interest in this trip and after we obtain Oxnard School District Board approval.

If you have any questions or concerns, please contact Christina Godinez at [godinez1128@gmail.com](mailto:godinez1128@gmail.com) / 805-607-3591 or Chrisma Aguilar at [chrisma.pse@gmail.com](mailto:chrisma.pse@gmail.com) / 805-340-9253. Thank you in advance for your cooperation.

Sincerely,

Christa McAuliffe PTA

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### 5<sup>th</sup> Grade Santa Barbara Zoo Overnight Safari

Child's Name \_\_\_\_\_ Teacher \_\_\_\_\_

Parent's Name \_\_\_\_\_ Phone # \_\_\_\_\_

Parent's Email \_\_\_\_\_

\_\_\_\_\_ YES, my child is interested in attending the Santa Barbara Zoo Overnight Safari.

\_\_\_\_\_ NO, my child does not want to attend the Santa Barbara Zoo Overnight Safari.

\_\_\_\_\_ If approved, I would like to donate funds for this trip. Donation amount: \_\_\_\_\_

\_\_\_\_\_ I would like to join the "5<sup>th</sup> Grade Activities" committee to help plan fundraisers and organize this event.

\_\_\_\_\_ I am interested in chaperoning this overnight trip and will take the steps necessary to obtain clearance from Oxnard School District.

\_\_\_\_\_ I have a tent or tents that can be borrowed for the Overnight Safari. Please specify how many tents you have and how many people can fit inside each one. \_\_\_\_\_

## BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **5/4/16**

Study Session \_\_\_\_\_

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

### Request for Approval to Attend Out of State Training (Massachusetts) (Freeman/West)

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The Board's approval is requested for 15 middle school educators to participate in Harvard University's Project Zero Classroom in Cambridge, Massachusetts from July 17<sup>th</sup> through July 22<sup>nd</sup>, 2016. The group's participation in this very sought after program will afford them the opportunity to acquire the framework and tools that will enable them to look at teaching analytically, develop new approaches to planning and make informed decisions about instruction. Participants will also explore ways to deepen student engagement, encourage critical thinking and thinking visible. Upon returning to their school sites each attendee will provide similar training and workshops to other educators for use in their respective classrooms. Below is a list of who will be attending the training by school site.

SCHOOL	LAST	FIRST	E-MAIL
Frank	Simonson	Christine	<a href="mailto:csimonson@oxnardsd.org">csimonson@oxnardsd.org</a>
Frank	Pantoja	Claudia	<a href="mailto:cpantoja@oxnardsd.org">cpantoja@oxnardsd.org</a>
Frank	Storey	Kristin	<a href="mailto:kstorey@oxnardsd.org">kstorey@oxnardsd.org</a>
Frank	Urwick	Mark	<a href="mailto:murwick@oxnardsd.org">murwick@oxnardsd.org</a>
Frank	Saucedo	Maria	<a href="mailto:msaucedo@oxnardsd.org">msaucedo@oxnardsd.org</a>
Fremont	Padilla	Angela	<a href="mailto:apadilla@oxnardsd.org">apadilla@oxnardsd.org</a>
Fremont	Brown	Robert	<a href="mailto:rbrown@oxnardsd.org">rbrown@oxnardsd.org</a>
Fremont	Madrid	Michelle	<a href="mailto:mmadrid@oxnardsd.org">mmadrid@oxnardsd.org</a>
Fremont	Villegas-Castro	Susan	<a href="mailto:scastro@oxnardsd.org">scastro@oxnardsd.org</a>
Haydock	Schafer	Kristen	<a href="mailto:kschafer@oxnardsd.org">kschafer@oxnardsd.org</a>
Haydock	Martinez	Paul	<a href="mailto:prmartinez@oxnardsd.org">prmartinez@oxnardsd.org</a>
Haydock	Patton	Kimberly	<a href="mailto:kpatton@oxnardsd.org">kpatton@oxnardsd.org</a>
Haydock	Raskin	Sarah	<a href="mailto:sraskin@oxnardsd.org">sraskin@oxnardsd.org</a>
Haydock	Moorghen	Jona	<a href="mailto:jmoorghen@oxnardsd.org">jmoorghen@oxnardsd.org</a>
ESC	West	Debra	<a href="mailto:dwest@oxnardsd.org">dwest@oxnardsd.org</a>

**FISCAL IMPACT:** Not to exceed \$82,000.00 utilizing district Magnet Schools Assistant Program funds. Cost includes: Project Zero registrations, airfares, hotel accommodations, ground transportation and meals for 15 participants.

**RECOMMENDATION:** It is recommended by the Assistant Superintendent Educational Services and the MSAP Director, that the Board of Trustees approve the proposed out of state conference attendance as outlined above.

#### ADDITIONAL MATERIAL:

- **Project Zero Classroom Training Information**


[/](#)


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## Project Zero Classroom 2016

LOCATION: 13 Appian Way Cambridge, MA 02138

DATE(S): July 18, 2016 to July 22, 2016

[APPLY HERE \(HTTPS://WWW.GSE.HARVARD.EDU/PPE/PZC\)](https://www.gse.harvard.edu/ppe/pzc)

What constitutes an effective and powerful learning experience in the 21st century? As we examine the shifting terrain of education, it is essential to be responsive to complex social developments and to create learning experiences that are engaging and exciting for all learners. How do we best prepare young people for a future that is hard to imagine? How do we teach for the kind of deep understanding that requires learners to solve complex problems? How do we ensure that the work we do is ethical, excellent and engaging? How do we encourage students to fall in love with learning?

The Project Zero Classroom features various frameworks and tools that enable you to look at teaching analytically, develop new approaches to planning and make informed decisions about instruction. As a participant, you will explore ways to deepen student engagement; encourage learners to think critically and creatively; and make learning and thinking visible. In a Project Zero classroom, teachers are also learners who model intellectual curiosity and rigor, interdisciplinary and collaborative inquiry, and sensitivity to the ethical and aesthetic dimensions of learning.

If you have specific questions about the institutes, please contact HGSE's Programs in Professional Education at [ppe@gse.harvard.edu](mailto:ppe@gse.harvard.edu) (<mailto:ppe@gse.harvard.edu>) or 800.545.1849. (For international callers, please dial: 617.496.9139)



(/)

## Project Zero Classroom

**[Apply \(https://www.events.harvard.edu/profile/form/index.cfm?PKformID=0x411522365a\)](https://www.events.harvard.edu/profile/form/index.cfm?PKformID=0x411522365a)**

**7/18/16 to 7/22/16**

Tuition: \$2,950 per person

**Application Deadline:** February 26, 2016

**[Contact Us \(mailto:ppe@gse.harvard.edu?Subject=Inquiry%3A%20Project%20Zero%20Classroom\)](mailto:ppe@gse.harvard.edu?Subject=Inquiry%3A%20Project%20Zero%20Classroom)**

**[Download a PDF \(https://www.gse.harvard.edu/node/423461\)](https://www.gse.harvard.edu/node/423461)**

### What You Will Learn

Create classrooms, instructional materials and out-of-school learning environments that promote deep learning and understanding.

### Program Overview

What constitutes an effective and powerful learning experience in the 21st century? As we examine the shifting terrain of education, it is essential to be responsive to complex social developments and to create learning experiences that are engaging and exciting for all learners. How do we best prepare young people for a future that is hard to imagine? How do we teach for the kind of deep understanding that



requires learners to solve complex problems? How do we ensure that the work we do is ethical, excellent and engaging? How do we encourage students to fall in love with learning?

The Project Zero Classroom features various frameworks and tools that enable you to look at teaching analytically, develop new approaches to planning and make informed decisions about instruction. As a participant, you will explore ways to deepen student engagement; encourage learners to think critically and creatively; and make learning and thinking visible. In a Project Zero classroom, teachers are also learners who model intellectual curiosity and rigor, interdisciplinary and collaborative inquiry, and sensitivity to the ethical and aesthetic dimensions of learning.

## Program Objectives

The program addresses fundamental educational questions, such as:

- How can we best inspire and nurture creative thinking and problem solving in our students and ourselves?
- What is understanding, and how does it develop?
- What are the roles of reflection and assessment in student and teacher learning?
- How can participants continue to share and pursue their understanding of Project Zero's ideas with others after the program?

## Who Should Attend

- PreK-12 educators and administrators, preschool teachers, teacher educators and museum educators
- Participants are strongly encouraged to attend in teams so that they can reflect together during and after the program. Individual participants are also welcome

Learning in this program takes place mainly through collaborative inquiry, small group activities and structured peer interactions. **Therefore, fluency in English is essential for participation.**

[English Fluency Guidelines \(/node/417231/\)](#)

## Faculty Chair

[Steve Seidel \(/node/127192\)](#) is the Patricia Bauman and John Landrum Bryant Lecturer in Arts in Education and Director of the Arts in Education Master's Program at HGSE. He has worked in the areas of arts and education since 1971. With more than 15 years teaching in high schools, he joined Project Zero in 1986, working since then on projects in arts education, alternative assessment, project-based curriculum and school reform. He was lead principal investigator on *The Qualities of Quality: Understanding Excellence in Arts Education*. Seidel currently leads the *Talking with Artists Who Teach* study and is an International Research Fellow at the Tate Museums in London.

## Enrollment & Fees

### Enrollment Instructions

The Project Zero Classroom is an application-based program. We regret that we may not be able to accommodate all applicants. Since the Project Zero Classroom faculty wish to influence teaching and learning in a variety of contexts, the Admissions Committee will consider the following information during the admission process: learning goals, school type, whether the application is individual or team-based, country where you work, and your organization's relationship to Project Zero. Early application is encouraged.

### Fees

The comprehensive tuition includes all instructional materials and refreshments. Participants receive a certificate of participation and a letter confirming clock hours of instruction.

Payment or a purchase order is due 30 days after registration. If acceptance into the program falls less than 30 days prior to program start date, payment is due upon acceptance. Participants are responsible for their own travel expenses.

## Accommodations

Hotel accommodations are made available to participants at a reduced rate. Rooms are available on a first-come, first-served basis. Detailed program information and accommodation options will be provided to all admitted participants. Please note, the Harvard Graduate School of Education is not responsible for non-refundable travel arrangements or other planning expenses incurred. We recommend that you not make lodging and travel arrangements until you are admitted to the program.

## English Fluency Requirement

**Fluent** knowledge of spoken and written English is essential for successful participation in Project Zero.

The Harvard Graduate School of Education requires all students whose native language is not English, or whose bachelor's degree is not from a college or university where English is the language of instruction, to have scores of **at least 100 TOEFL IBT** (250 TOEFL CBT). Since the Project Zero experience requires an English proficiency level equivalent to the graduate level, **we expect all participants to meet this standard.**

Participants deemed to have insufficient English fluency to successfully participate in the program may not be awarded a certificate of completion or clock hour letter. We also reserve the right to limit your participation to language appropriate activities. Refunds **will not** be available in these cases.

[English Fluency Guidelines \(/node/417231/\)](/node/417231/)

## Cancellation Policy

Cancellations must be submitted via fax or email. Full refunds will be given up to 30 days prior to the start of the program. Due to program demand and pre-program preparations, cancellations received 29–14 days prior to the start of

the program are subject to a fee of 10% of the program tuition. Cancellations received within 13 days prior to the start of the program and no-shows are subject to the full program tuition. Please note: cancellation fees are based upon the date the written request is received.

The Harvard Graduate School of Education reserves the right to change faculty or cancel programs at its discretion. In the unlikely event of program changes, the school is not responsible for non-refundable travel arrangements or other planning expenses incurred.

### **Non-Discrimination Policy**

The Harvard Graduate School of Education affirms the right of all individuals to equal treatment in education without regard to age, race, religion, sex, sexual orientation, gender identity, marital status, handicap, national origin, or any other factors that are extraneous to effective performance. The Harvard Graduate School of Education will accommodate anyone with disabilities.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **May 4, 2016**

Closed Session:

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

**Consideration of Approval of New Job Description: Director of Dual Language Programs (Vaca)**

---

**EXECUTIVE SUMMARY:**

Presented, for your consideration, is the new job description for the *Director of Dual Language Programs*. If approved, this position will allow the English Learner Division to better serve the students, parents, teachers, principals, other support personnel, and community.

A job description for the position of *Director of Dual Language Programs* is needed to assist the Executive Director, English Learner Services substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational practices and services for all Dual Language Programs. The pay range will be \$109,275 to \$129,827. The job description is presented for your review and consideration.

Title
Director of Dual Language Programs Salary Range: \$109,275 to 129,827

**FISCAL IMPACT:**

\$109,275 to \$129,827

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the new job description, as presented.

**ADDITIONAL MATERIAL(S):**

Job Description, Director of Dual Language Programs

**GOAL (S):**

**DISTRICT GOAL ONE: All Students Will Achieve High Academic Standards in a Nurturing Environment that Prepares Students For College and Career Opportunities**

# HUMAN RESOURCES & SUPPORT SERVICES

## **Title: DIRECTOR OF DUAL LANGUAGE PROGRAMS**

### **Qualifications:**

1. A Master's degree.
2. A valid and appropriate Administrative Credential in compliance with the provisions of Title 5, California Administrative Code, Sections 80125-80127 and California Education Code, Section 44270.
3. A minimum of three years of successful, full-time classroom teaching experience, and three years of successful, full-time administrative or supervisory experience.
4. Demonstrated ability to work effectively and harmoniously with administrators, teachers, and other staff.
5. Demonstrated ability to communicate effectively both in written form and orally.
6. Demonstrated ability to compile and write clear, concise district policies and procedures consistent with current law and the needs of the District.
7. Ability to meet district standards for physical and mental health.
8. Evidence of mature judgment and sensitivity to the personnel needs of the District based upon the racial/ethnic composition of the community including state and federal laws.
9. Satisfactory recommendations from a training supervisor or other professional who has observed the candidate's personal characteristic, scholastic achievement, and job-related performance.
10. Bilingualism and bi-literacy in English and Spanish Desired

**Reports to:** Executive Director, English Learner Services

**Supervises:** 1) Secretarial and clerical staff as assigned.  
2) Designated teachers.

**Job Goals:** To assist the Executive Director, English Learner Services substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services for all Dual Language Programs. Administers the particular division and/or departments of which he/she has charge with a maximum of efficiency.

### **Performance Responsibilities:**

1. Assist teachers and administrators in employing appropriate research-based strategies to ensure students achieve linguistically and academically in English and Spanish including assistance in developing and using Dual Language instructional strategies, curriculum products, implementation plans and assessment tools.
2. Assist the Executive Director, English Learner Services with the evaluation and supervision of the performance of teachers within the English Learner Division to secure the continual improvement of the District's programs and services.

## HUMAN RESOURCES & SUPPORT SERVICES

3. Attend board meetings, conduct and participate in a variety of meetings as assigned; provide formal and informal in-service personnel trainings; serves as a member of management's negotiations team and attends related meetings and conferences.
4. Research, teach, and model best practices used to address the needs of students participating in a Dual Language Program.
5. Assist with the preparation of administrative rules, personnel actions, and status reports for the Executive Director, English Learner Services.
6. Provide instructional coaching and modeling to administrators and teachers to support the development of high quality instructional pedagogy.
7. Provide feedback on unit plans, lesson plans, and formative assessments that align with the CCSS.
8. Devise comprehensive and efficient systems of record-keeping in accordance with the particular needs of his/her division and the policies, regulations, and laws affecting his/her division.
9. Remain abreast of developments and innovations in the field by reading current and cogent literature, attending professional society and association meetings and conferences, and discussing development and problems of mutual interest with others in the field.
10. Ability to work both collaboratively and independently; establish and maintain project deadlines.
11. Assist in monitoring the district's effectiveness and compliance with local, state, federal and court ordered requirements related to Dual Language programs.
12. Assist in implementing a balanced approach of direct teaching using authentic, literature based reading and writing opportunities throughout the content areas in both English and Spanish.
13. Analyze student achievement data to inform decision-making.
14. Work with administrators to determine needs and plan professional development plan for Dual Language programs.
15. Attend DELAC meetings and works in collaboration with the Executive Director, English Learner Services on agenda development.
16. Assist with district and school-wide initiatives.
17. Perform other duties as assigned by the Executive Director, English Learner Services.

### **Term of Employment:**

This shall be a twelve month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in District Policy.

## HUMAN RESOURCES & SUPPORT SERVICES

### **Evaluation:**

The evaluation and assessment of performance of the Director of Dual Language Programs will be conducted by the Executive Director, English Learner Services, in accordance with the provisions of California Education Code, Sections 44660-44665 and Oxnard School District Board Policy.

### **Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Approved: May 4, 2016



BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **5/4/16**

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

**SETTING OF DATE FOR PUBLIC HEARING – 2015-18 EDUCATOR EFFECTIVENESS GRANT (Freeman)**

---

It is appropriate that the Board of Trustees set the date of Wednesday, May 18, 2016 in the Board Room of the Educational Service Center, for a public hearing on the Educator Effectiveness Grant.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees set the date of Wednesday, May 18, 2016 for a public hearing on the 2015-18 Educator Effectiveness Grant.

**ADDITIONAL MATERIAL(S):**

Attached: Notice of Public Hearing (1 page)



# OXNARD SCHOOL DISTRICT

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

## NOTICE OF PUBLIC HEARING

May 4, 2016

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, May 18, 2016, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2015-18 Educator Effectiveness Grant.

By: Robin I. Freeman  
Assistant Superintendent,  
Educational Services Department  
(805) 385-1501, ext. 2301

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jonathan Koch **DATE OF MEETING:** May 04, 2016

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION A: PRELIMINARY** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT** \_\_\_\_\_ **X** \_\_\_\_\_  
**SECTION D: ACTION** \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE:** Establish/Abolish/Increase/Reduce Hours of Position

---

**DESCRIPTION OF AGENDA ITEM:**

**Establish**

an eight hour, 246 day Energy Management Systems Technician, position number 7586, to be established in the Facilities department. The position will be established to provide additional support.

a five hour and forty five minute, 246 day Office Assistant II, position number 7577, to be established in the Budget & Finance department. This position will be established to provide additional support.

**Abolish**

an eight hour, 246 day Grounds Maintenance Lead, position number 1981, to be abolished in the Facilities department. This position will be abolished due to the lack of work.

**Reduce**

an eight hour, 180 day NfL Family Liaison, position number 2429, to be reduced to six hours in the Educational Services department. This position will be reduced due to the lack of work.

**FISCAL IMPACT:**

Cost for Energy Management Systems Tech - \$81,898.00 Maintenance  
Cost for Office Assistant II - \$34,977.00 General  
Savings for Grounds Lead - \$87,134.00 Maintenance  
Savings for NfL Liaison - \$11,679.00 NfL funds

**RECOMMENDATION:**

Approve the establishment, abolishment, and reduction of position, as presented

**ADDITIONAL MATERIAL(S):** None

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch    **DATE OF MEETING:** May 04, 2016

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A: PRELIMINARY \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT \_\_\_\_\_ **X** \_\_\_\_\_
- SECTION D: ACTION \_\_\_\_\_
- SECTION E: REPORTS/DISCUSSION \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE: Personnel Actions (Vaca/Koch)**

---

**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

May 4, 2016

**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**

Ricardo Torres Hernandez      Teacher, 5 SEI/ELM, Ramona      April 28, 2016

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

Rachel Valdivia Ornelas      McKinna      September 1, 2015

Paola Cano      Substitute Teacher      2015/2016 School Year

Ricardo Martinez Barron      Substitute Teacher      2015/2016 School Year

**RETIREMENT**

Barbara Attkisson      Teacher, 3 SEI/ELM, Marina West      August 15, 2016

Jennifer de la Torre      Teacher, K SEI/ELM, Brekke      June 18, 2016

Linda Cheryl Gunther      Teacher, ELA, Frank      June 18, 2016

Karen Miyamoto      Teacher, Kindergarten, Marina West      June 18, 2016

**TEMPORARY**

**CONTRACT EXPIRING**

Irma Sixbey      Intervention Services Provider, Ritchen      March 11, 2016

## CLASSIFIED PERSONNEL ACTIONS

May 04, 2016

**New Hire**

Barragan, Imelda	Paraeducator II (B), Position #2194 Pupil Services 5.75 hrs./183 days	05/09/2016
Lopez, Alejandro R.	Paraeducator II, Position #7236 Pupil Services 5.75 hrs./183 days	04/14/2016

**Limited Term**

Cortez, Silvia	Child Nutrition Worker	03/18/2016
Davis, Dayna N.	Paraeducator	04/13/2016
Dean, Kathryn L.	Paraeducator	04/18/2016
Larios, Joanna	Child Nutrition Worker	04/02/2016
Postas, Lisa L.	Paraeducator	04/13/2016
Tellez, Cristina V.	Paraeducator	04/11/2016

**Resignation correction**

Arellano, Alicia	Child Nutrition Cafeteria Coordinator, Position #1388 Ramona 8.0 hrs./189 days	<del>06/21/2016</del> 04/29/2016
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**Resignation**

Fraire Miranda, Edgar	Outreach Specialist (B), Position #2688 Marshall 8.0 hrs./180 days	05/06/2016
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**FMLA**

Rosalez, Jeanette	Child Nutrition Cafeteria Coordinator, Position #1075 Brekke 8.0 hrs./189 days	04/11/2016-06/06/2016
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**Retirement**

Denley, William R.	Security Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	07/11/1977-06/30/2016
Magoon, Gail	Assistant to the Physically Handicapped, Position #2251 Special Education 7.0 hrs./183 days	03/30/1990-05/18/2016
Romero, Arthur	Warehouse Worker/Delivery Driver, Position #841 Warehouse 8.0 hrs./246 days	11/15/1989-06/30/2016



**AGREEMENT/MOU #15-222 BETWEEN  
GLORIA CENTURION ARCE AND OXNARD SCHOOL DISTRICT  
FOR A MURAL FOR HAYDOCK MIDDLE SCHOOL**

The scope of this document is to define the roles and responsibilities of **Gloria Centurion Arce** and the **Oxnard School District (OSD)**. The purpose of this agreement is to provide Haydock Middle School with a mural that represents the academy focuses of arts and sciences as part of the school's rebranding efforts.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Gloria Centurion Arce will collaborate on the design and production of a mural for Haydock Middle School to be delivered by Gloria Centurion Arce. Both the district and the consultant agree to participate in coordinating, providing and financing the following services for the purpose of this agreement. All copyrights to the artwork, sketches, concepts and final artwork remain in the ownership of artist, however, the school and school district may utilize the artwork as they see fit.

1. **Gloria Centurion Arce agrees to:**

- a. Provide an initial design sketch for the client allowing up to two changes to the sketch until an agreed upon sketch is accepted by the client.
- b. Purchase mural materials in an amount not to exceed \$5,000.00 which will include: paint, scaffolding, wood paneling, paint brushes and refining tools, graffiti protection, and if necessary, the services of an assistant to help with painting.
- c. The completion of a 200 square foot painted and graffiti protected mural using the agreed upon artist's sketch. The pricing is based on a rate of \$25 per square foot for a total amount not to exceed \$5,000.00.
- d. Transport and deliver the completed mural to Haydock Middle School no later than June 22<sup>nd</sup>, 2016.
- e. Provide direction and supervision to the OSD Facilities Department regarding installation of the mural above the main entrance of the school cafeteria.
- f. The total costs are not to exceed \$10,000.00, including initial sketch, all materials, all labor costs, delivery of the mural to Haydock Middle School and supervision of the mural installation.

2. **Oxnard School District and its Magnet Schools Assistance Program (MSAP) agree to:**

- a. Pay a total amount not to exceed \$10,000.00 for the cost of the completed mural, including the initial sketch, all materials, all labor costs, delivery of the mural to Haydock Middle School and the artist's supervision of its installation.
- b. Pay a deposit of 50% of the total fee or \$5,000.00 ten (10) days in advance of commencing the scheduled work. The total remaining balance of \$5,000.00 will be due upon completion of the installation process.
- c. If the District cancels the mural for any reason, it will be responsible for payment of any non-refundable expenses that have already been incurred up to and including the date of cancellation.

Oxnard School District will monitor this agreement to oversee completion and installation of the mural at Haydock Middle School. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from May 5, 2016 to June 28, 2016.

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Date*

**Gloria Centurion Arce:**

\_\_\_\_\_  
*Signature*

Gloria Centurion Arce  
*Typed Name/Title*

\_\_\_\_\_  
*Date*





**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 5/4/16

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

**Consideration and Approval of Amendment #001 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm Reconstruction Project for Additional Architectural and Engineering Services to Provide Revised Plans for the Kitchen (Cline/Bhatia/CFW)**

---

At the October 16, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-121 with MVE Institutional (now known as SVA Architects) to provide Architectural Services to complete the design for The Elm Reconstruction Project (Project).

SVA Architects has been requested by the District to provide modifications to its kitchen design at Elm School. The changes being made are similar to those that were requested for the Lemonwood Reconstruction Project.

In consideration for the amended basic services and deliverables, the architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling: Twenty-Seven Thousand One Hundred Forty Dollars and No Cents (\$27,140.00). This fee shall include all the work necessary to complete the kitchen modifications as directed by the District including the costs of any sub-consultants or any specialty consultants.

---

**FISCAL IMPACT:**

Amendment #001 to Agreement #13-121 includes the additional services required to design, obtain DSA and other agency approvals, and perform construction administration services for the Elm Reconstruction Project Kitchen Re-design for a total additional service amount of:

**Twenty-Seven Thousand One Hundred Forty Dollars and No Cents [\$27,140.00]**

Amendment #001 to Agreement #13-121 will be funded from the Elm Reconstruction budget. The Elm Reconstruction Project is being funded utilizing a combination of Measure “R” Funds, Developer Fees and School Facilities Program (“SFP”) grant reimbursements.

**RECOMMENDATION:**

---

It is the recommendation of the Deputy Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #001 to Agreement #13-121 with SVA Architects to complete additional services for the Elm Reconstruction Project for additional architectural and engineering services to provide revised plans for the Kitchen re-design.

**ADDITIONAL MATERIAL(S):**

- Amendment #001, SVA Architects (2 Pages)
- SVA Architects, Inc. Proposal, dated March 18, 2016 (Exhibit "F") (2 Pages)
- Agreement #13-121 SVA Architects (formerly known as MVE Institutional) (96 Pages)

**GOALS:**

***District Goal Three: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

**Amendment No. 001 to Architect  
Services Agreement No. 13-121**

The Architect Services Agreement No. 13-121 (“Agreement”) entered into on October 16, 2013, by and between the Oxnard School District (“District”) and MVEI Architects, Inc. (Now known as SVA Architects, Inc.) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Architectural Services Agreement No. 13-121 (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 5 of the District’s Facilities Implementation Plan, otherwise referred to as the Elm Elementary School K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Elm Elementary School K-5 campus;

WHEREAS, upon consideration of the proposed modifications to the new food service area, the timing of those modifications, the District requires amending the scope of work of SVA Architects to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is expanded to include modification to the food service area improvements. The proposed amendment contemplates all design work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit F hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit F shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.2.3 Additional Compensation for Elm Elementary School Reconstruction Project revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "F" thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling: **Twenty-Seven Thousand One Hundred Forty Dollars and No Cents (\$27,140.00).** **This fee shall include all the work necessary to complete the kitchen modifications as directed by the District including the costs of any sub-consultants or any specialty consultants.**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 13-121 entered into and executed by the Parties on October 16, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Dr. Cesar Morales, Superintendent

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

**SVA ARCHITECTS, INC.:**

By: \_\_\_\_\_  
Robert Simons, Principal

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



## AMENDMENT NO. 1

<b>Architect:</b>	SVA Architects, Inc. ("Architect") 3 MacArthur Place, Suite 850 Santa Ana, CA 92707	<b>Client:</b>	Oxnard School District ("Client") 1051 South A Street Oxnard, CA 93030
<b>Architect Contact:</b>	Mel Tan, Tom Bardwell	<b>Client Contact:</b>	Yuri Calderon, Caldwell Flores Winters, Inc. Dr. Cesar Morales, Oxnard School District
<b>Agreement Date:</b>	October 16, 2013 ("Agreement")	<b>Amendment Date:</b>	March 17, 2016 ("Amendment") <i>Revised March 18, 2016</i>
<b>Project Name:</b>	Project 5 – Elm Reconstruction ("Project")	<b>Description:</b>	Kitchen Redesign
<b>Job No:</b>	2013-40159.800	<b>Client Ref:</b>	n/a

### A. Scope of Services

SVA, its Structural Engineer ("Petra Structural Engineers"), its MEP Engineer ("Roshanian & Associates"), and its Foodservice Consultant ("Webb Foodservice Design") shall provide the following services in accordance with the terms and conditions of the Agreement:

#### Architectural:

1. Relocation of Janitor room in MPR.
2. Provide new walk-in freezer in current Janitor's room.
3. Coordination of the architectural and consultant drawings.

#### Structural:

1. Provide structural engineering detailing for the new walk-in freezer replacing the walk-in cooler and Janitor room.
2. Realign the dry storage room.
3. Add a new water heater in the locker room.
4. Support for the modified refrigeration rack.
5. Support services for the design of the enclosed janitorial cabinet.
6. Provide design for a new outside Janitor room to be located at a later date.

#### MEP:

1. Relocating the Janitor room in another part of the MPR building.
2. Adding a walk-in refrigerator room (where current Janitor room is shown).
3. Rearranging the kitchen layout.
4. MEP and Fire Protection services are included in the redesign.

#### Foodservice:

1. Participate in a preliminary meeting with District representative to discuss potential changes and revisions.
2. Participate in a redesign verification meeting to confirm changes based on the original program.
3. Coordinate changes with the design team (Architectural, MEP, and Structural).
4. Update equipment floor plan (itemized).
5. Update equipment schedule (itemized with utility requirements).
6. Update plumbing rough-in plan (itemized and dimensioned).
7. Update electrical rough-in plan (itemized and dimensioned).
8. Update refrigeration system plan (conduit and rough-in's).
9. Update building works plan (floor depressions, exhaust connections, and wall backing).
10. Update custom equipment elevations (itemized and dimensioned).
11. Update custom equipment details and sections.
12. Provide updated cut sheets for non-custom equipment.
13. Revise section 11 4000 equipment specifications (itemized).
14. Update food service equipment opinion of probable cost (itemized budget).



15. Coordinate with design team for the following:
  - a. Constructability and review comments.
  - b. Equipment information to structural engineer.
16. Coordination of DSA resubmittal requirements.
17. DSA back check corrections (responses and changes).

**B. Compensation**

Architect will be compensated for the additional services delineated herein in accordance with the terms and conditions of the Agreement on a fixed fee basis in the amount of **Twenty Seven Thousand One Hundred and Forty Dollars (\$27,140.00)** as follows:

Service	Fee
SVA Architects, Inc.	\$6,900.00
Petra Structural Engineers	\$4,400.00
Roshanian & Associates	\$10,890.00
Webb Foodservice Design	\$4,950.00
<b>Total</b>	<b>\$27,140.00</b>

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement and are not included in the above-stated compensation.

---

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. **The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.**

Approved and Accepted:

<b>Architect:</b>	SVA Architects, Inc.
<b>Signature:</b>	
<b>Printed Name:</b>	Robert Simons, AIA Lic. No. C18301
<b>Title:</b>	President & Partner
<b>Date:</b>	

Approved and Accepted:

<b>Client:</b>	Oxnard School District
<b>Signature:</b>	
<b>Printed Name:</b>	Dr. Cesar Morales
<b>Title:</b>	
<b>Date:</b>	

**AGREEMENT #13-121 FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**MVE INSTITUTIONAL, INC.**

**AND**

**OXNARD SCHOOL DISTRICT**

**OCTOBER 16, 2013**

**FOR**

**PROJECT 5 – ELM RECONSTRUCTION**

*Received*  
*10/17/13*



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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 16<sup>th</sup> day of **October, 2013** by and between **MVE Institutional, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 3 MacArthur Place Suite 850, Santa Ana CA 92707 and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

**WHEREAS, the District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the "**Project**") and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS, the Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS, the Parties** intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District's Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District's staff.

### AGREEMENT

**NOW, THEREFORE,** in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
  - 1.1.1 "**Addendum**" shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
  - 1.1.2 "**Additional Services**" shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
  - 1.1.3 "**Agreement**" shall mean this document and all its identified exhibits, attachments and amendments.
  - 1.1.4 "**Architect**" shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 **“Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.
- 1.1.61 **“SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 **“Time Impact Analysis”** or **“TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.



### **SECTION 3** **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

### **SECTION 4** **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

**SECTION 5**  
**ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1 Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Twenty Five Thousand Dollars and No Cents (\$1,125,000.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<b><u>Architectural Phases</u></b>	
<b>Project Initiation</b>	<b>2%</b>
<b>Development of Architectural Program</b>	<b>2%</b>
<b>Schematic Design</b>	<b>9%</b>
<b>Design Development</b>	<b>14%</b>
<b>Construction Documents</b>	<b>43%</b>
<b>Bidding/DSA</b>	<b>5%</b>
<b>Construction Administration</b>	<b>20%</b>
<b>Close-Out</b>	<b>5%</b>

**5.1.1.1 Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

**5.1.1.2 Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

**5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

#### 5.4 **COMPENSATION FOR REIMBURSABLE SERVICES**

5.4.1 **PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **FIFTY THOUSAND DOLLARS NO CENTS (\$50,000.00)**. The following is the **EXCLUSIVE** list of reimbursable expenses:

5.4.2.1 **Travel and Mileage.** The Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District,

in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

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

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## **5.5 INVOICES**

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

**5.5.1.3** Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted

**FINAL INVOICE FOR PROJECT 5 – ELM RECONSTRUCTION.** The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6** **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

### **6.1 TERMINATION BY DISTRICT**

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,



but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

  - 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
  - 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
  - 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
  - 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
  - 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
  - 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
  - 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget

limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.

**7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.

**7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.

**7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.

**7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below.

Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable

allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9** **PROJECT SCHEDULE**

### **9.1 SCHEDULE**

- 9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.
- 9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).
- 9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

- 9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10** **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

- 10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations,

estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slated for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their

respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:



- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
  - 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
    - 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
    - 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
    - 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

**11.2.4.4** 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.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** 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.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

#### **12.3 SUBMISSION OF A CLAIM**

**12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.4 CLAIMS RESOLUTION PROCESS.** The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

**12.4.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.4.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.4.3.1 Qualifications of Mediator.** The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.4.3.2 Submission to Mediation and Selection of Mediator.** The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

**12.4.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.5 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

### **SECTION 13** **NOTICES**

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

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

**TO ARCHITECT:**

MVE Institutional, Inc.  
Robert Simons, Principal  
3 MacArthur Place Suite 850  
Santa Ana, CA 92707

With original copy to:

**Oxnard School District**  
ATTN: Dr. Cesar Morales, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

- 14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.
- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.



**SECTION 15**  
**MISCELLANEOUS PROVISIONS**

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

**15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

**Architect**

By: Robert J. Jurek

Title: President

Date: 10.10.13

**District**

By: Gene C. Franz

Title: Director, Purchasing

Date: 10-13-13

## EXHIBIT "A"

### PROJECT

September 4, 2013

Robert Simons, Principal  
MVE Institutional  
3 MacArthur Place Suite 850  
Santa Ana, CA 92707

#### **Architect Selection Package for Project 5 – Elm Elementary School (K-5)**

Dear Mr. Simons,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #5: Elm Campus Replacement**. This project is herein referred to as "Project 5". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Project 5 Summary**

Project 5 will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Elm campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 5.

### **Detailed Description**

Enclosed in this package is a detailed description of Project 5, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

### **Master Budget, Timeline, and Schedule**

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com)

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.  
Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Architect Selection Package for Project 5**  
**Reconstruction of Elm School**

Prepared by:  
Caldwell Flores Winters  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

# ARCHITECT SELECTION PACKAGE

## DETAILED DESCRIPTION PROJECT 5 - DESIGN & RECONSTRUCT ELM K-5 SCHOOL

### PROJECT REQUIREMENTS

The Elm school site currently exists on a 6.1 acre site. Project 5 includes the construction of a new school and the demolition of the existing school. Elm Elementary School currently serves approximately 767 students in grades K-6. Elm is planned to be reconfigured to serve up to 600 students per state standard in grades K-5. The school was constructed in 1948 and last modernized in 2003. The new Elm campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 600 students per State standards in grades K-5 including 20 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 Resource Specialist Program (RSP) room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, student information center (library), food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work. The total "all in" budget for the site is \$20,170,543 including demolition and site work (soft and construction costs combined, including contingencies). The site will continue to operate within existing facilities during construction. The existing facilities will be demolished once the new facilities are completed and students are moved into the new facilities.

### DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a "Re-Use of Plans" effort for this project which is further described in a later section. Adaptations may be required to meet specific requirements for form, function, circulation, site context, and budget. The proposed configuration for Elm must allow for the construction of the new facilities while the existing facilities remain in operation during construction, therefore eliminating the need for interim housing.

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than January 23, 2014. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence in August 2014 and be substantially complete by September, 2015.

### SITE BACKGROUND & COMMUNITY

Established in 1948, Elm Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Elm K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Elm community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

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## EDUCATIONAL PROGRAM VISION

Elm Elementary School will implement an education strand program in the fall of 2014 to provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

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## SITE MAP & CONFIGURATION GUIDELINES

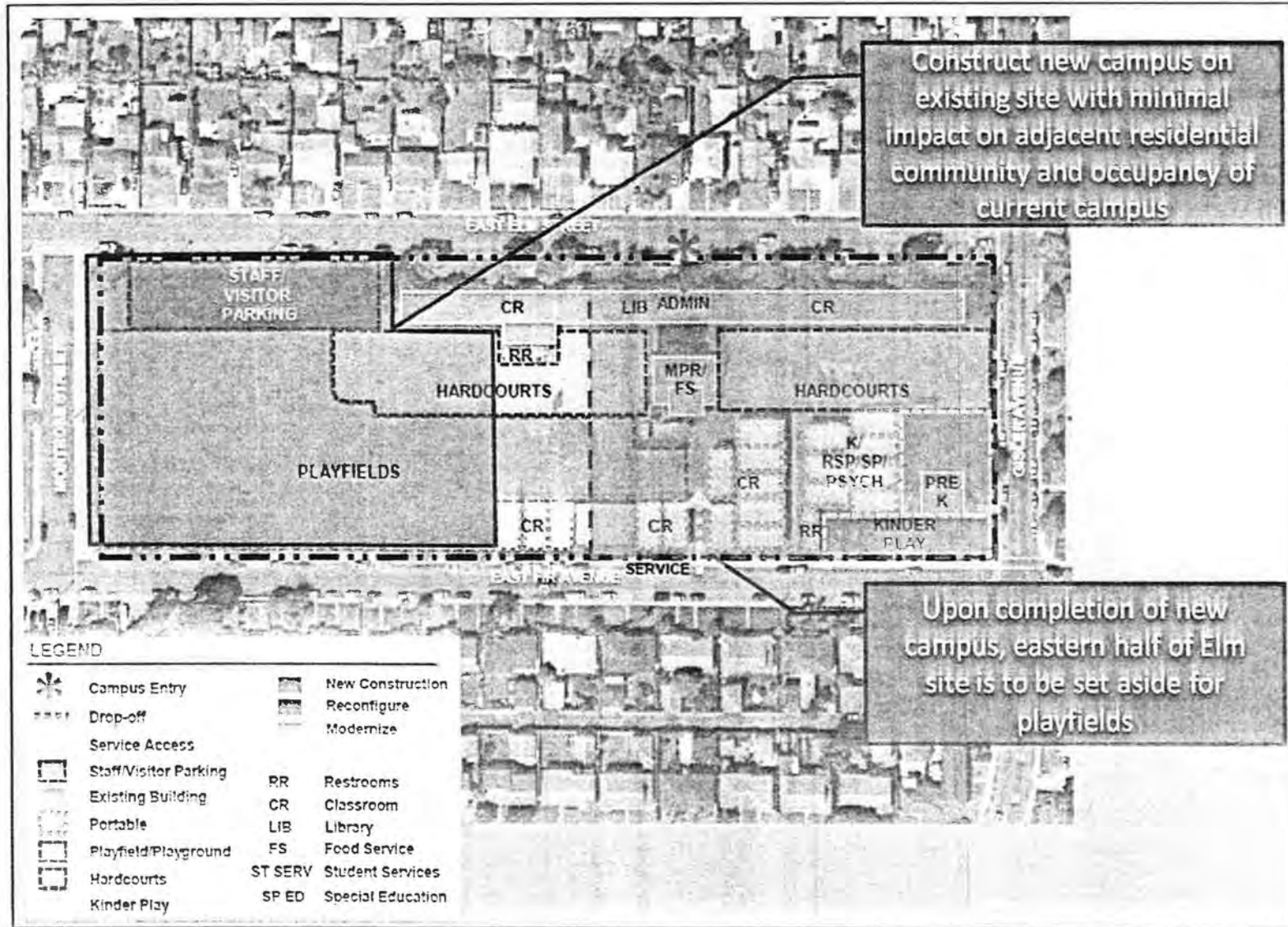
The Elm site is bounded by Elm Street, Gisler Avenue, Fir Avenue, and Montrose Street. Most of the current campus building mass is situated along the eastern half of the site and thus permits construction of new facilities to take place on the western half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that promote setbacks from Elm and Fir in order to reduce the impact of building massing on nearby homes.

Final placement of new buildings on the site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space. There is no requirement that buildings relate to the surrounding street grid at right angles, and therefore firms may find it constructive to explore options that position structures at alternate angles. Parking should accommodate a minimum of 70 vehicles and may make more efficient use of available space when bus and vehicle drop-off is provided at curbside locations along Montrose, Fir, and/or Elm.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion.



# ELM SITE MAP:



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

<b>Elm Elementary Specifications (K-5 Schools)</b>			
<i>Design &amp; Reconstruct School to K-5 Specifications for 600 students</i>			
<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Classrooms</b>			<b>19,680</b>
Classrooms - Estimate 20 rms @ 960 sf ea.	19,200	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>Administration</b>			<b>4,515</b>
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Student Information Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Textbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>			<b>5,375</b>
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Food Service</b>			<b>3,600</b>
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>1,800</b>	<b>sf</b>	<b>1,800</b>
<b>Total Building Quantity</b>			<b>44,110</b>
<b>Sitework</b>			
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	

**II. MASTER BUDGET, TIMELINE, & SCHEDULE**

**SUMMARY BUDGET:**

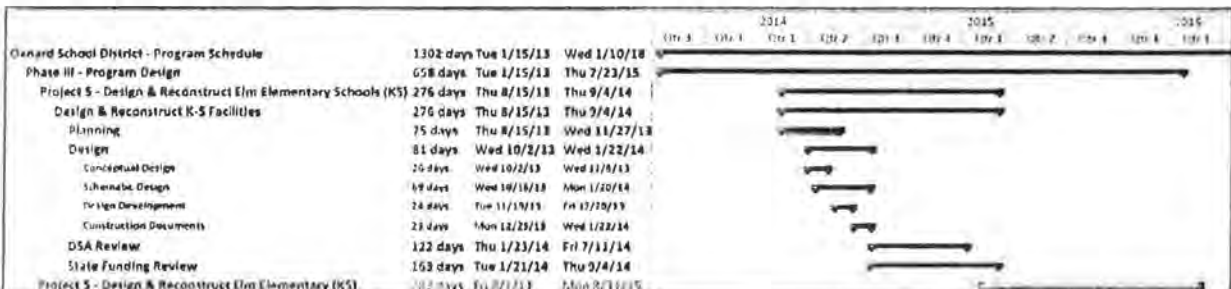
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

<b>Elm Elementary School K-5</b>		
Project	Year	Budget
Design & Reconstruct Elm Elem. K-5	2014/2015	
Demolition		\$1,155,000
Sitework		\$5,272,143
Classrooms		\$5,378,057
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$777,857
	<b>Est. Total</b>	<b>\$20,170,543</b>

Much of the functionality in Elm's learning and administrative spaces is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the interior design vision, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized. Therefore, the above budget also incorporates the cost of appropriate furniture, fixtures and equipment within each project category. Design teams will be provided with the corollary Elm Facilities Vision & Description document for specific guidance on the necessary FF&E for the Elm campus.

**SUMMARY TIMELINE & SCHEDULE:**

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### III METHOD OF SELECTION

#### BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

#### RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Elm site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Elm elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 5. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Elm site for all interested teams. Please do not visit the site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff

and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

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## SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 5 selection package sent to prequalified firms: September 4
- Participating teams notify CFW of their intent to provide a proposal: September 5
- Conduct site visits: September 10
- Participating teams submit final proposals: September 13, no later than 4:00pm
- Project Review Committee to interview each design team: September 17
- Project Review Committee to attend Architect designated site tours of completed campuses proposed for “re-use”: September 19
- Final selection to be announced to winning firm and commencement of contract negotiation: September 20

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## SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Elm project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 5 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 5. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. *See attachment A –Cost Comparison Sheet.*
  - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.

- e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
3. Discuss the firm’s approach to designing “from the inside out” such that facilities provided by the “re-use” project accommodate the District’s established vision and description for 21<sup>st</sup> century learning spaces and incorporate required furnishings, fixtures, and equipment. *See attachment B – Elm K-5 Facilities Vision & Description.*
4. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
5. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
6. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
7. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
8. Provide a brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 5 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of FTP download link, Hightail, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com) by no later than 4:00pm PDT, Friday, September 13, 2013.

**The Project is Amended As Follows:**

**Background**

All architectural firms participating in the Elm Elementary School selection process, including MVE Institutional (MVEI) agreed as part of their participation to adjust initial proposed plans in order to match District expectations for use and functionality of the Elm campus. It is the mutual understanding of the District and MVEI that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of MVEI and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended to reflect the design concepts proposed by MVEI in the presentation submitted on September 24, 2013. The design is based on Tustin Unified School District's Orchard Hills K-8 School in Irvine, CA, repurposed to serve as a K-5 school and revised as needed to comply with the Oxnard School District's educational specifications, program vision, and other design changes reflected in the 9/24/13 submittal.

The proposed re-use project shall be further revised as required to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve a DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.


The proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Elm community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

As mutually agreed to by District and MVEI, the Project amendment as described above shall be constructed within the original approved Project Budget of \$20,170,543, with original Construction Budget of \$16,003,323, inclusive of owner controlled contingency of \$1,186,479.

**Acceptance of Project Amendment:**

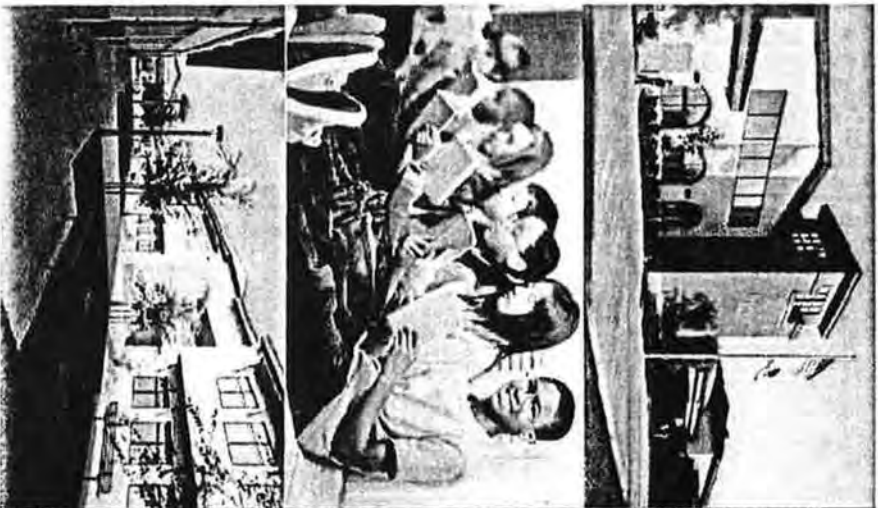
Accepted by MVEI   
Signed \_\_\_\_\_ Date 10.10.13

Accepted by District   
Signed \_\_\_\_\_ Date 10/13/13

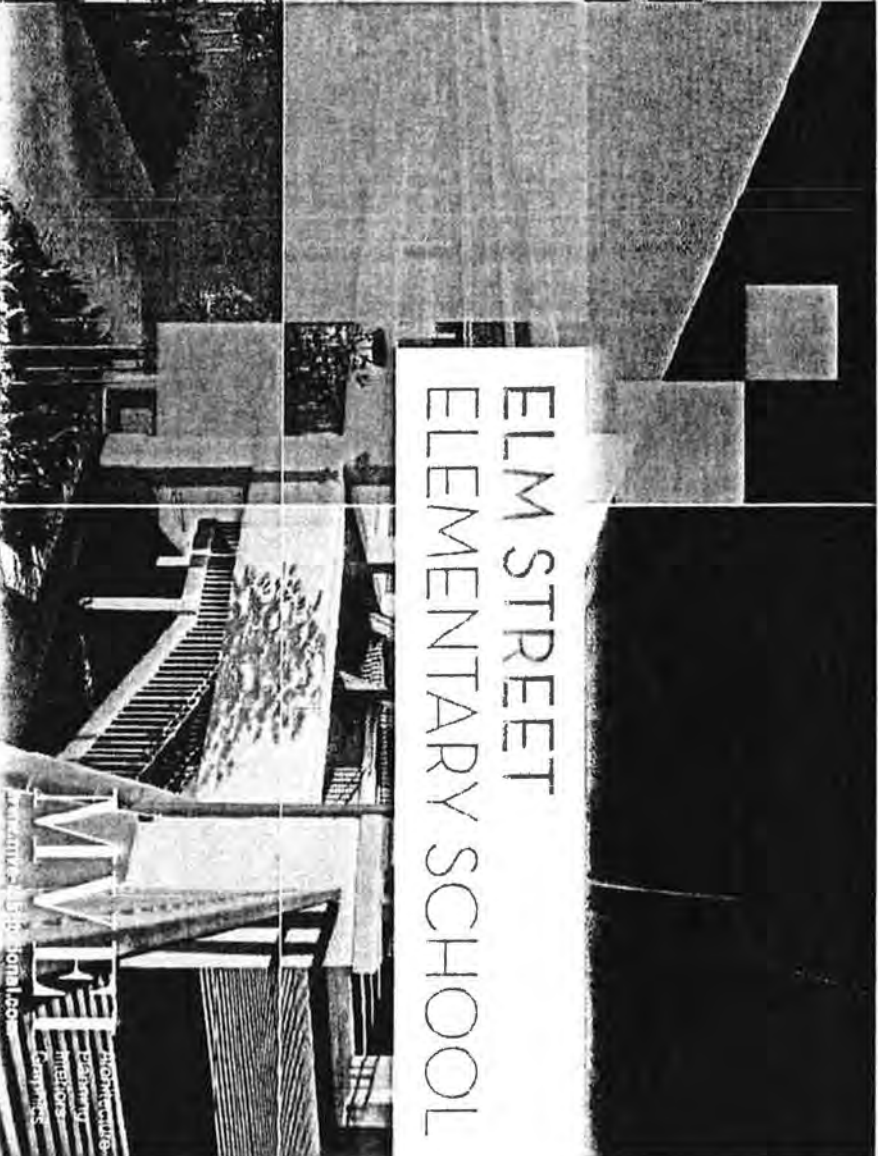


# OXNARD SCHOOL DISTRICT

ARCHITECT SELECTION PACKAGE FOR PROJECT 5 -  
ELM STREET ELEMENTARY SCHOOL

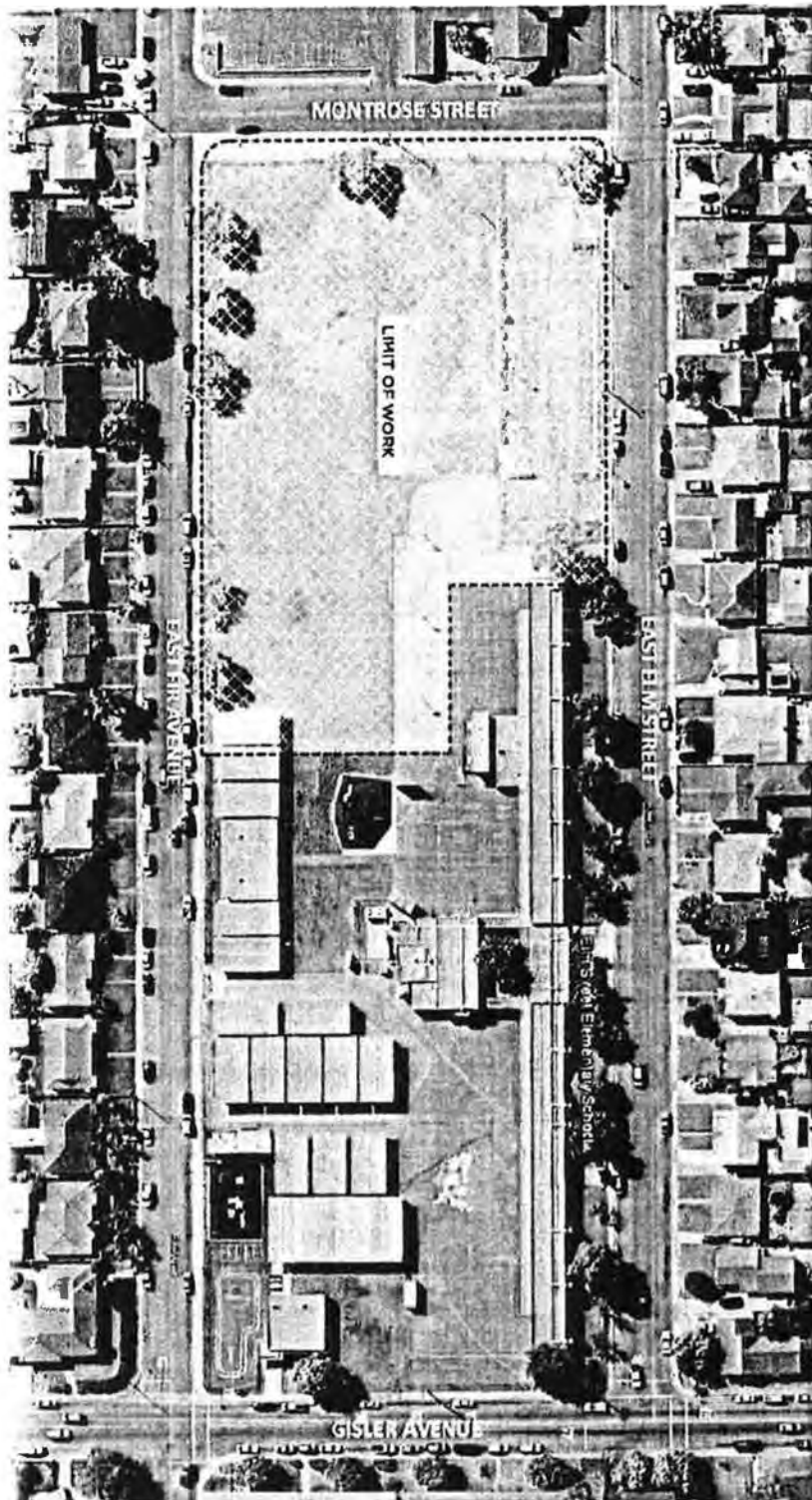


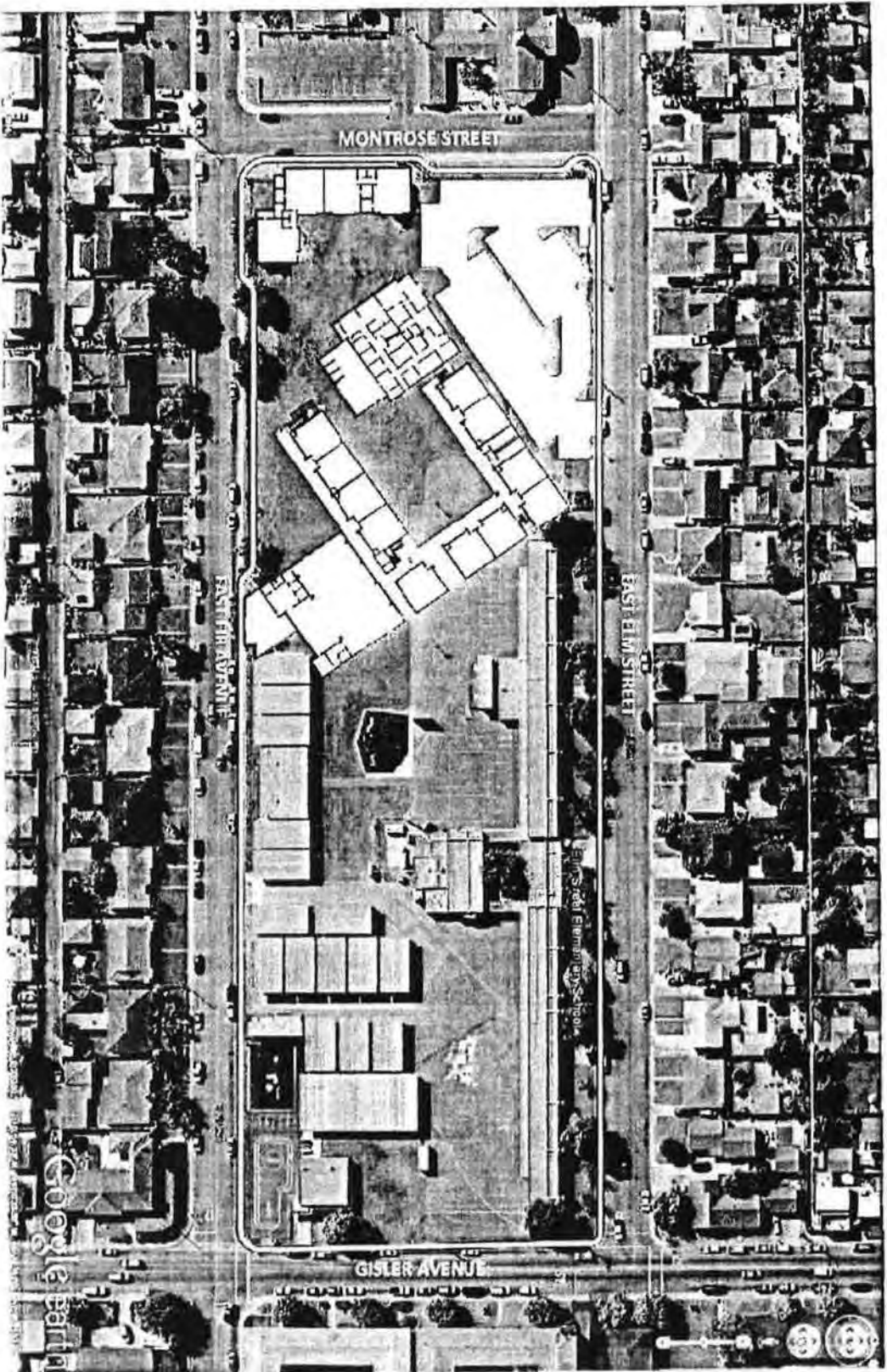
ELM STREET  
ELEMENTARY SCHOOL



ELM STREET ELEMENTARY SCHOOL  
AREA FOR NEW DEVELOPMENT

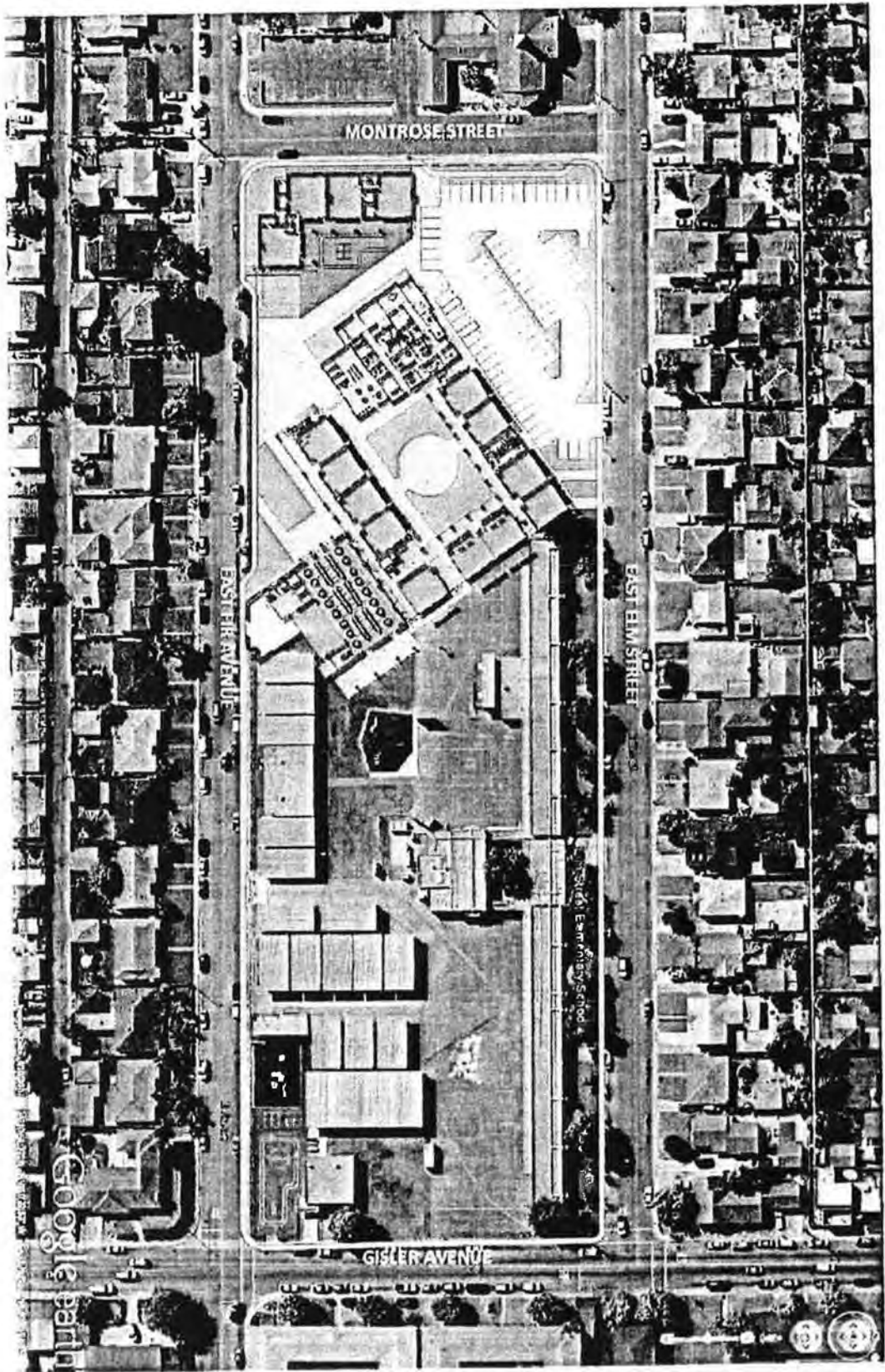
OXNARD MVB 15





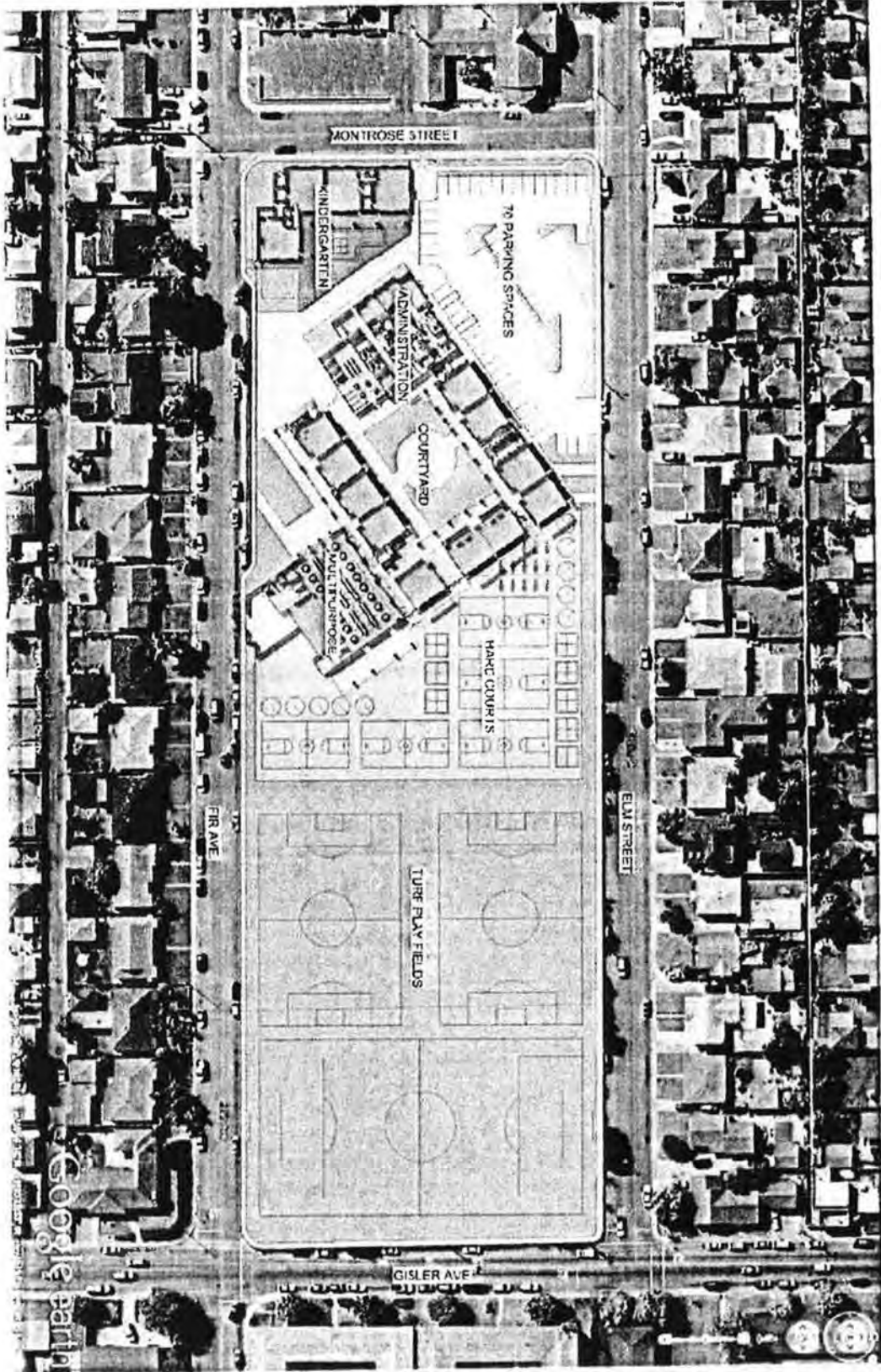
ELM STREET ELEMENTARY SCHOOL  
BIRD PARK PLANNING AREA

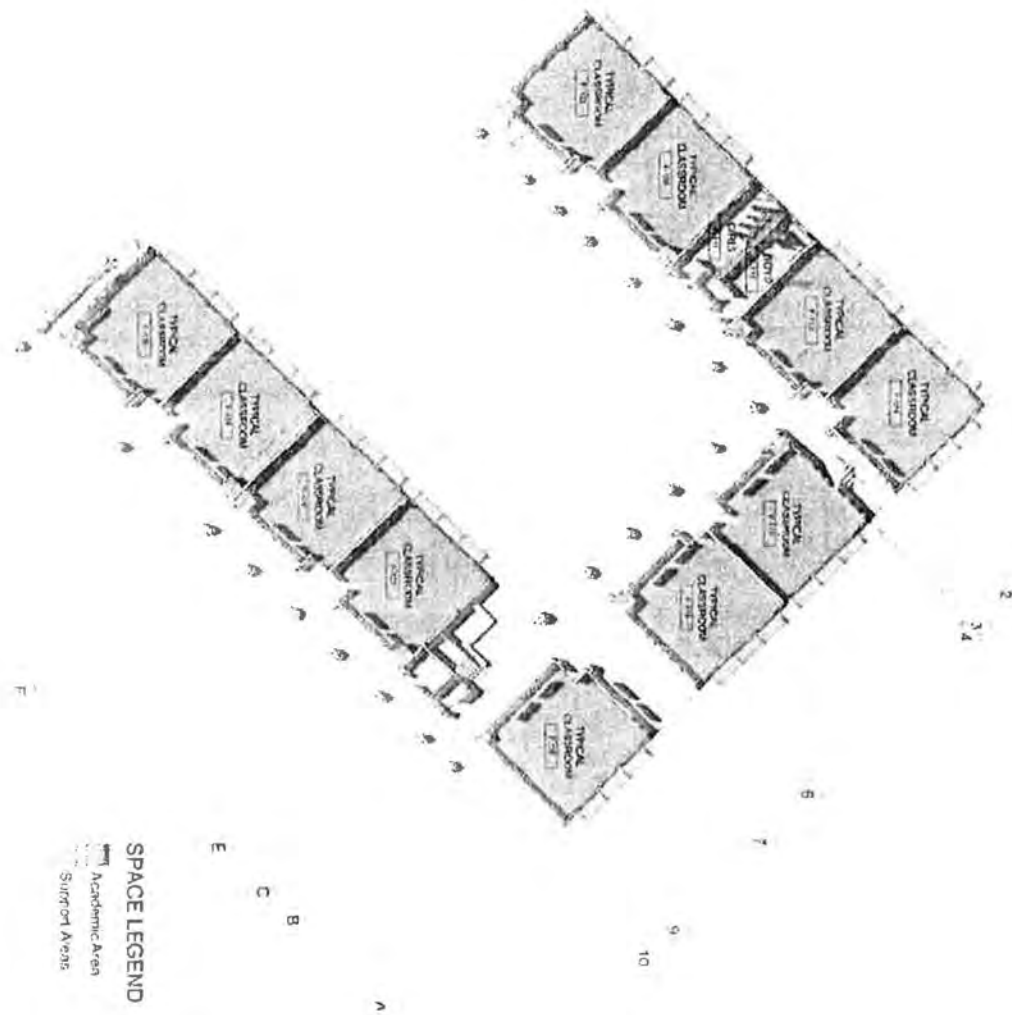
OXNARD (MVA)



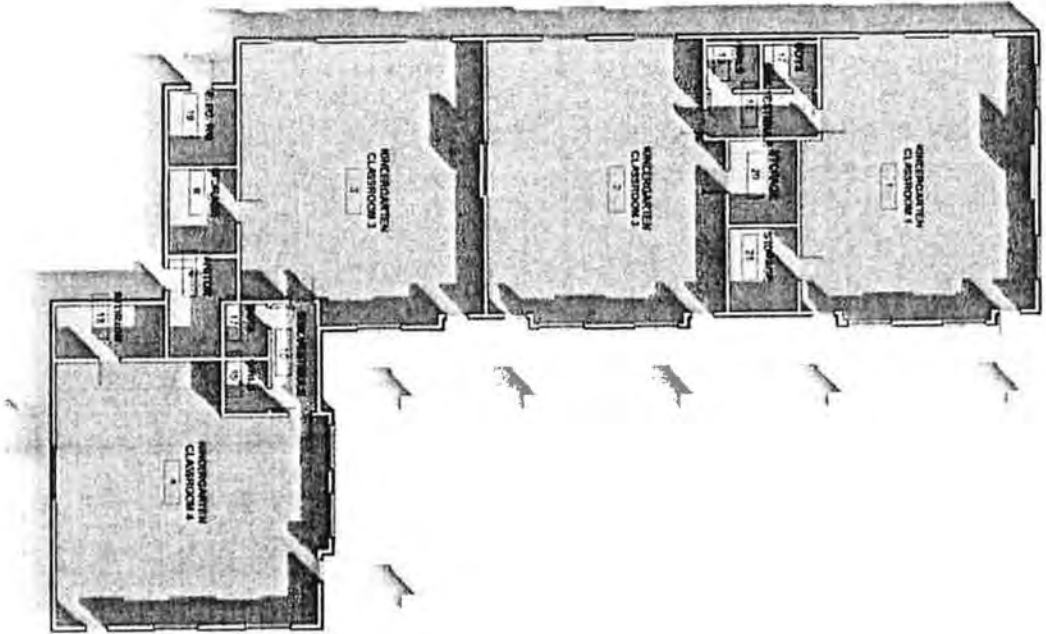
ELM STREET ELEMENTARY SCHOOL

OXNARD (VT)

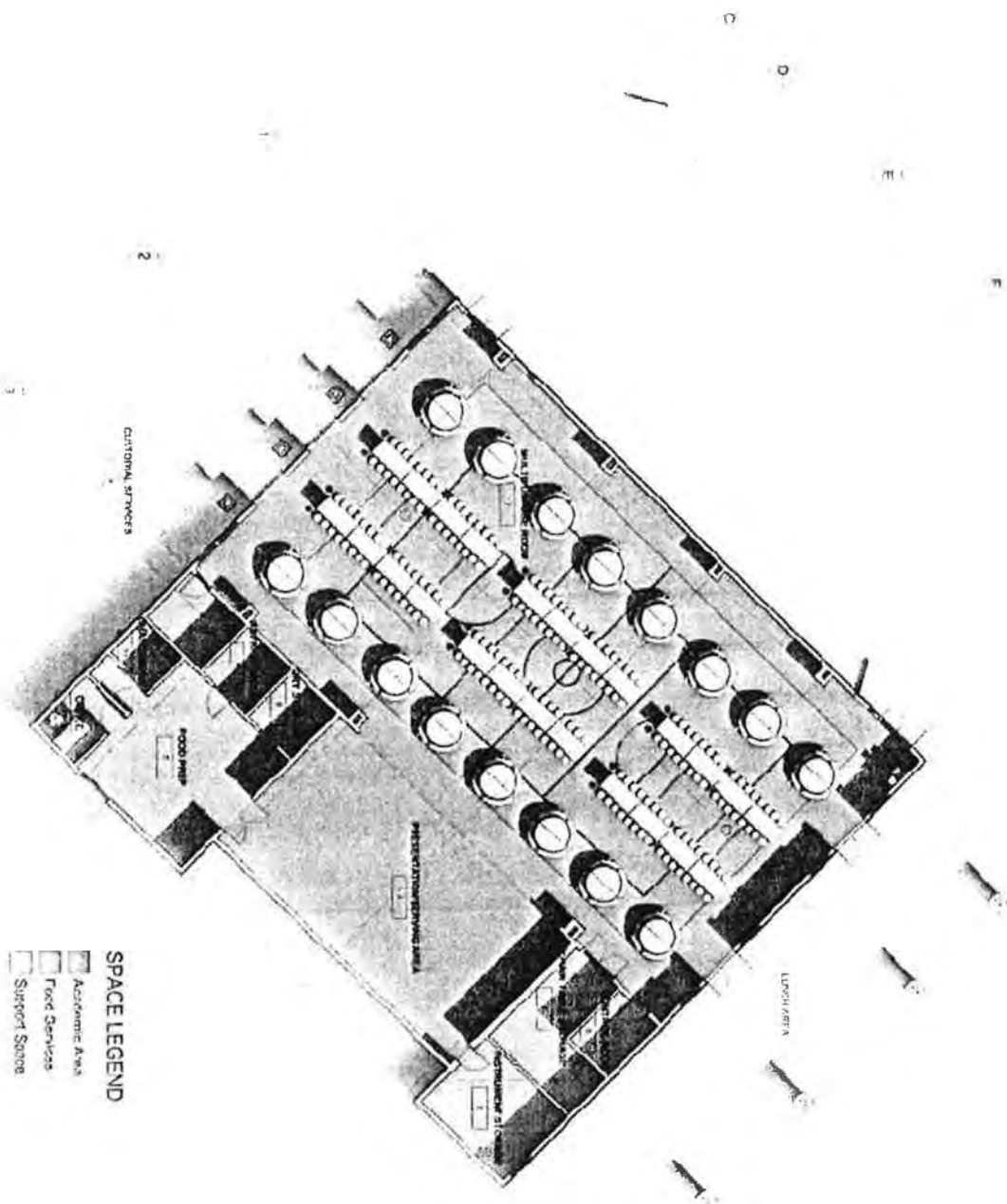




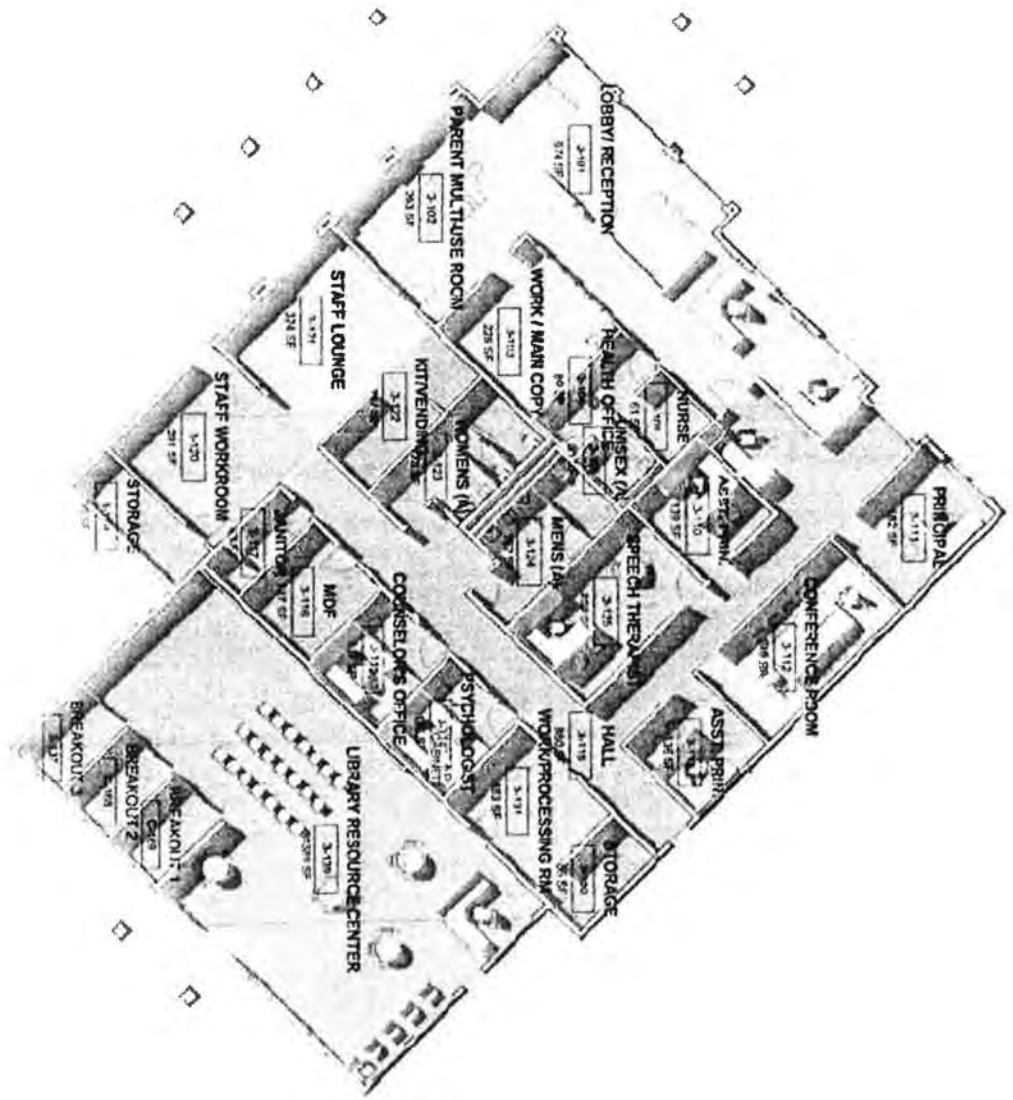
**SPACE LEGEND**  
 Academic Area  
 Support Areas



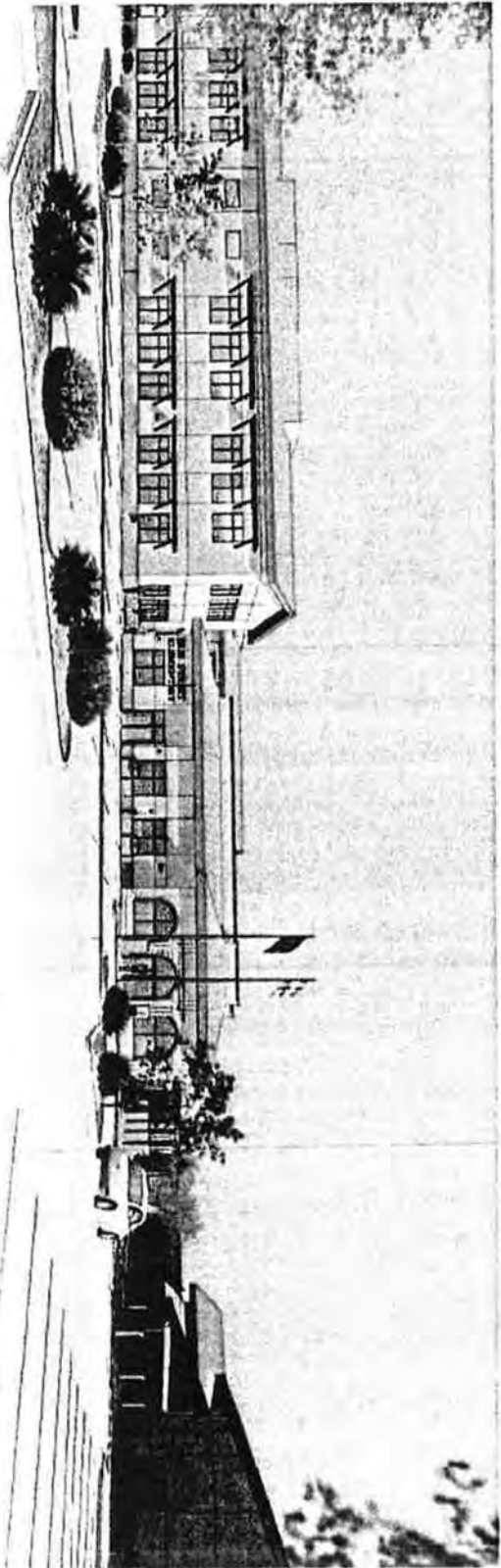
**SPACE LEGEND**  
Academic Area  
Academic Support  
Support Areas







ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #1

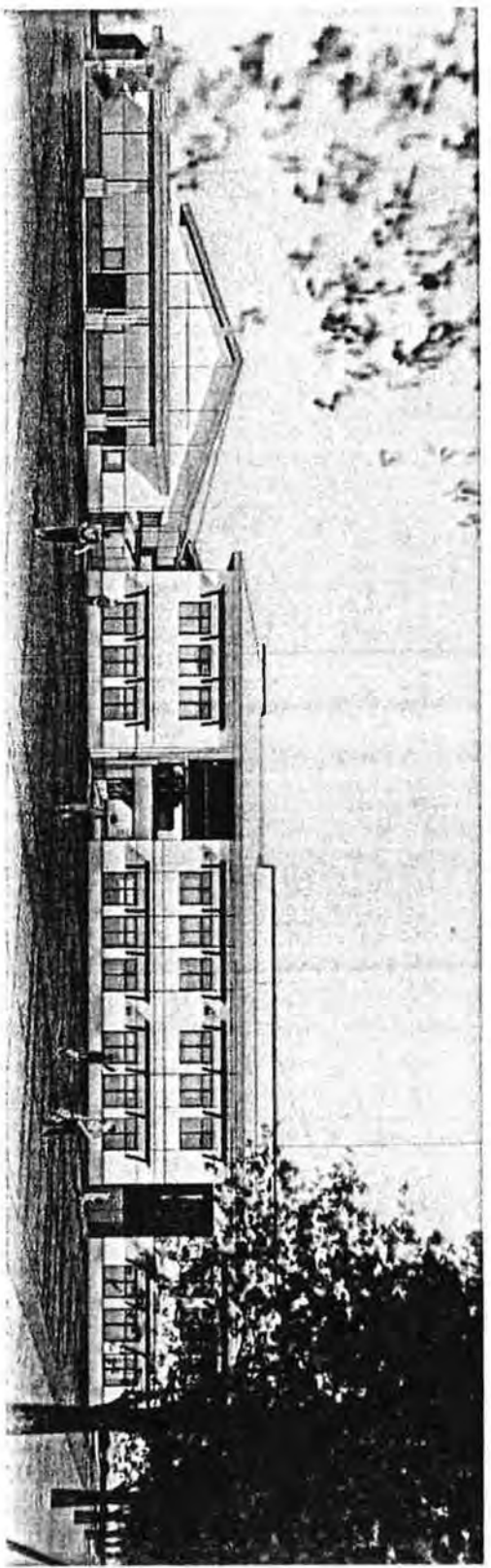


CAMPUS ENTRY

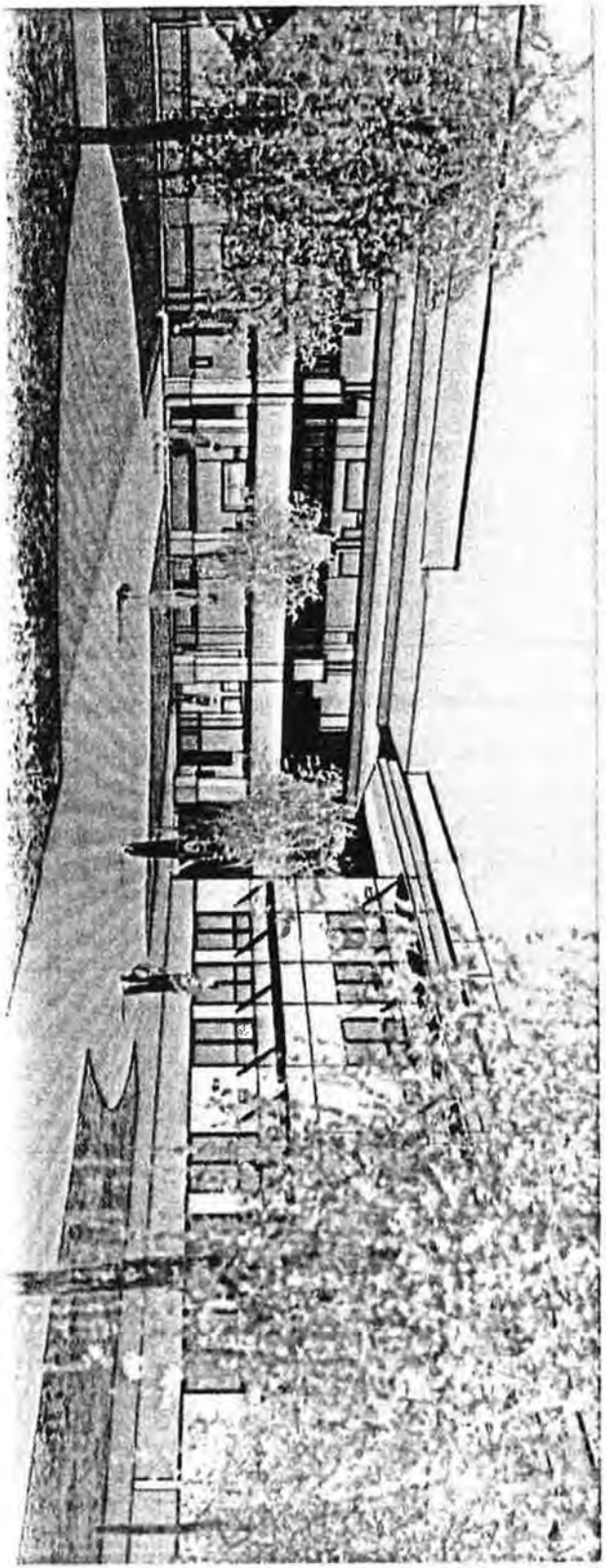
OXNARD MYPB

ELM STREET ELEMENTARY SCHOOL  
1010 SOUTH WILSON ST  
OXNARD, CA 91320

OXNARD MATH



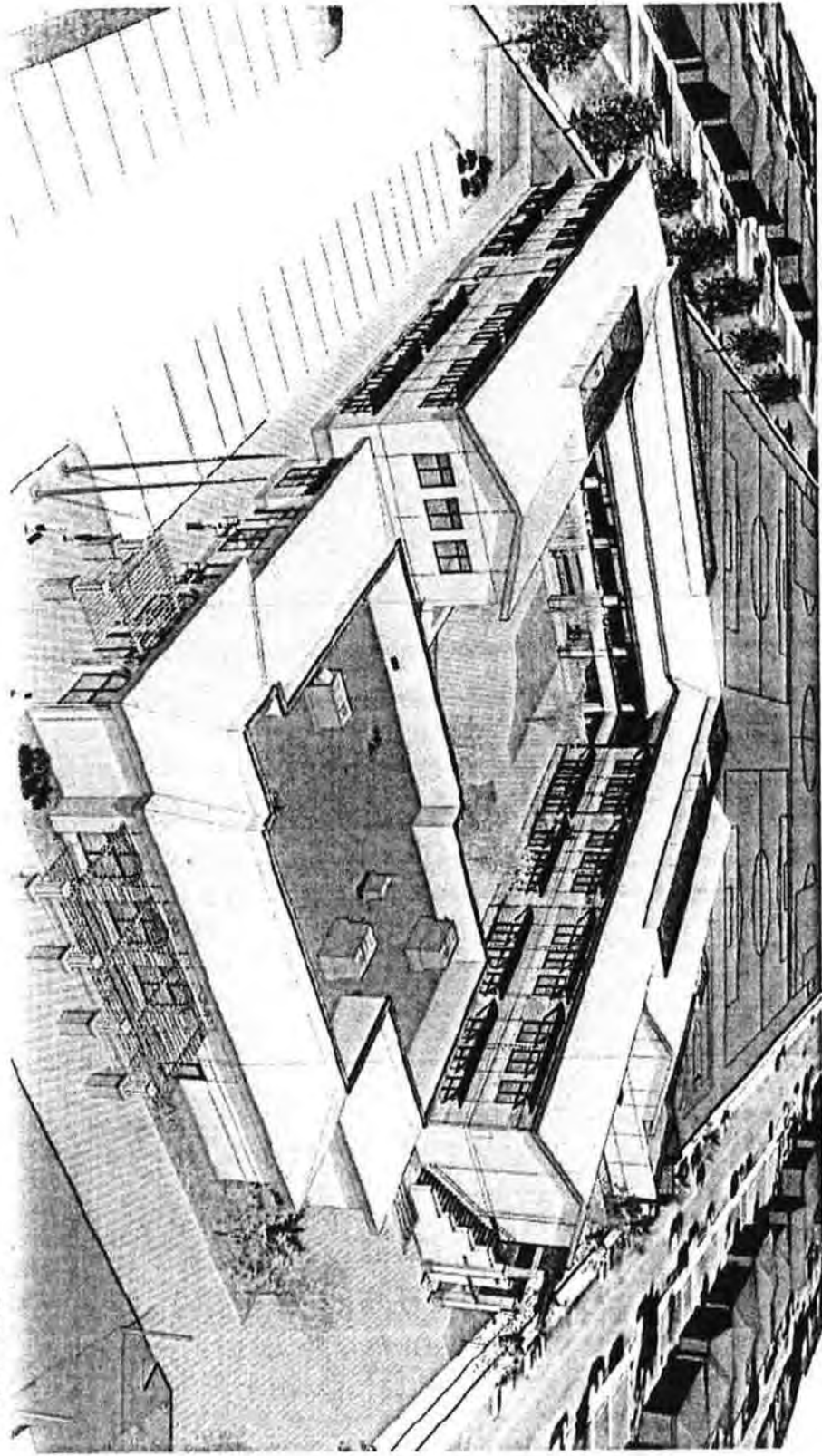
TWO STORY CLASSROOM BUILDING



CENTRAL COURTYARD

ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #3

OXNARD MVDI



AERIAL VIEW

ELM STREET ELEMENTARY SCHOOL  
PERSPECTIVE VIEW #4

OXNARD MVB

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.



#### D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

#### **E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
  - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.  
  
Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

- (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

## F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures

- (b) Ceiling registers or diffusers
    - (c) Access Panels
  - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
  - (c) Schematic piping
  - (d) Temperature control zoning.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear
  - (v) Identify and define the scope of the technology backbone system.
  - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - (vii) All major electrical equipment should be scheduled indicating size and capacity.
  - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.
    - (e) Site utility plans started.
    - (f) Fixed equipment details and identification started.
    - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.



(ii) Structural:

- (a) Structural floor plans and sections with detailing well advanced.
- (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
- (b) Large scale mechanical details should be started.
- (c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
- (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
- (c) All electrical equipment schedules should be started.
- (d) Special system components should be approximately located on plans.
- (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:  
Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
  - (a) Mechanical load calculations complete and all piping and ductwork sized.
  - (b) Large scale mechanical details should be substantially complete.
  - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
  - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
  - (c) All electrical equipment schedules should be virtually complete.
  - (d) Special system components should be located on plans.
- (v) Civil:  
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
- (vi) Landscape:  
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
  - (i) Architectural:

- (a) Completed site plan.
  - (b) Completed floor plans, elevations and sections.
  - (c) Architectural details and large blow-ups completed.
  - (d) Finish, door and hardware schedules completed, including all details.
  - (e) Site utility plans completed.
  - (f) Fixed equipment details and identification completed.
  - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
  - (b) Mechanical schedules for equipment completed.
  - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
  - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.

- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.

- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).

- (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

- (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
  - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
  - (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
  - (iii) Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
  - (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
  - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

## I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a



condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

#### **J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

#### **K. MATTERS NOT WITHIN SCOPE OF SERVICES**

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.

- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

## EXHIBIT "C"

### DELIVERABLES

#### (1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

#### (2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

#### (3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project No. 5: Elm Reconstruction**

**Architect of Record: MVE Institutional, Inc. ("MVEI")**

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MVEI has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of MVEI, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

MVE Institutional, Inc. \_\_\_\_\_ Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc. \_\_\_\_\_ Date

---

Oxnard School District \_\_\_\_\_ Date  
Lisa Cline, Assistant Superintendent for  
Business and Fiscal Services

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**  
**Program Manager for Oxnard School District**  
**1901 Victoria Ave, Suite 106**  
**Oxnard, CA 93035**  
**ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)**

PROJECT: **PROJECT 5 - Elm Reconstruction**  
 PROJECT #:  
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

SUBCONTRACTOR: **MVE Institutional, Inc.**  
 PREPARED BY:  
 EMAIL:  
 PHONE #:  
 FAX #:

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	(FEE AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
2	6210-R	Base Contract - Re-imbursables	Architectural Services	(REIMB AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cftvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees



who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

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

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

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: REMUS INSTITUTIONAL

Signature: [Handwritten Signature]

By: Robert Simmons

Its: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/19/2013

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 381-1000      FAX (A/C, No.): (312) 381-7007		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> MVE INSTITUTIONAL, INC 3 MacArthur Place, Suite 850 Santa Ana, CA 92707 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Cas Co of America		25674
	<b>INSURER B:</b> Lexington Insurance Company		19437
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570052021512      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG			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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-5076LL72-13-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"/> <b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XJUB-3565T10-9-13 Workers Compensation	09/29/2013	09/29/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 PerClaimDeductible \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 2013-40121 - Project 3 Lemonwood Reconstruction  
 2013-40159 - Project 5 Elm Construction  
 Additional Insureds: District, its Board of Trustee and each member thereof, its officers, employees, agents and designated volunteers as respect the General Liability. Waiver of subrogation in favor of the Additional Insureds as respect the General, Auto Liability and workers Compensation. Professional Liability retro date June 1, 1989.  
 AM Best Ratings: Travelers Indemnity Co of Ct. A+XV, Travelers Property Cas Co of America A+XV, Lexington Insurance Company AXV

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central Inc</i>

Holder Identifier :

Certificate No : 570052021512



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

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**  
PER SCHEDULE ON FILE

**PROJECT/LOCATION OF COVERED OPERATIONS:**

### **PROVISIONS**

**A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect and
- c. Before the end of the policy period.

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

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: (XJUB-3565T10-9-13)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 3 .0 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**

Item 6 of the Declarations to include:

POLICY	LIMITS (000 OMITTED)	COVERAGE	COMPANY
UB-3565T109-13	1,000	EACH ACCIDENT	EMPLOYER'S LIABILITY TIL
	1,000	AGGREGATE EMPLOYEE DISEASE	
	1,000	EACH EMPLOYEE DISEASE	
BA-5076L172-13	1,000	EACH OCCURRENCE	AUTO LIABILITY TIL
680-4852L708-13	1,000	EACH OCCURRENCE	GENERAL LIABILITY TIL
	2,000	PROD/COMP OPS AGG	
	2,000	GENERAL AGGREGATE	

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

**BOARD AGENDA ITEM**

**Name of Contributor(s): Robin I. Freeman**

**Date of Meeting: 5/4/16**

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

**DECLARATION, OFFER AND DISPOSTION OF OBSOLETE TEXTBOOKS AND INSTRUCTIONAL MATERIALS- Obsolete Material Disposal No. 1, 2016 (Freeman)**

The Educational Resource Center has accumulated obsolete textbooks and instructional materials for reading, mathematics, science, social studies, health, music and art; and obsolete, unadopted pilot textbooks and materials over a period of years, due to the adoption of new textbooks and materials. A review by staff has concluded that the textbooks and materials are obsolete and unusable for the district's educational purposes.

It is requested that the Board direct staff to follow the disposal regulations in Obsolete Materials, Education Code Sections 60500 through 60530; and Board Policy 3270 BP Sale and Disposal of Books, Equipment and Supplies.

Section 60510 provides the following steps for disposal: a) donation to any governing board, county free library or other state institution; b) donation to public agency or institution of any territory or possession of the United States; c) donation to any nonprofit charitable organization; d) donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people; e) sale to any organization that agrees to use the material solely for educational purposes.

Section 60521 directs that any money received for the sale of instructional materials pursuant to this code shall be used to purchase instructional materials. Section 60530 states that any material left after the above steps are taken must be: a) disposed of by mutilation as to not be salable and sold for scrap or pulp; or b) destroyed by any economical means after 30 day notice has been given to the public by the governing board.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the disposal of textbooks and materials, Obsolete Material Disposal No. 1, 2016, in accordance with Education Code and Board Policy.

**ADDITIONAL MATERIAL(S):**

None



**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Dr. Morales    **DATE OF MEETING:** May 4, 2016

COMMENDATION (From the Board) \_\_\_\_\_

- 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 \_\_\_\_\_

**APPROVAL OF RESOLUTION #15-36 ORDERING A REGULAR GOVERNING BOARD MEMBER ELECTION, ORDERING CONSOLIDATION WITH OTHER ELECTIONS, AND CONSTITUTING "SPECIFICATION OF THE ELECTION ORDER" TO BE HELD ON NOVEMBER 8, 2016**

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**DESCRIPTION OF AGENDA ITEM:**

Pursuant to Education Code Section 1302 (b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday of December. Attached is a copy of the County Superintendent of Schools' Resolution which consolidates our governing board member election with all other elections held in the district on November 8, 2016.

**FISCAL IMPACT:**            None

**RECOMMENDATION:**

It is recommended that the Board adopt Resolution #15-36 Ordering A Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specifications of the Election Order", to be held on November 8, 2016. Furthermore, the executed resolution shall be forwarded to Ventura County Office of Education for processing with the County Clerk Office.

**ADDITIONAL MATERIALS:**

- OSD Resolution #15-36
- VCOE Resolution #16-01

**Resolution of the Oxnard School District  
Ordering a Regular Governing Board Member Election,  
Ordering Consolidation with Other Elections, and  
Constituting “Specification of the Election Order”  
to be held on November 8, 2016  
OSD #15-36**

**WHEREAS,** The Oxnard School District has complied with the requirements of Election Code Section 1302(b); and

**WHEREAS,** The Oxnard School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

**WHEREAS,** Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 8, 2016; and

**WHEREAS,** Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

**WHEREAS,** Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

**WHEREAS,** Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

**WHEREAS,** Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** as follows:

1. The election shall be held on November 8, 2016.
2. The purpose of the election is to elect **two regular term vacancies** to the Governing Board of Oxnard School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.





**RESOLUTION NO. 16-01 of the  
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,  
COUNTY BOARD OF EDUCATION AND  
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS  
IN VENTURA COUNTY, CALIFORNIA  
TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

**WHEREAS,** Election Code Section 1302(b) requires a Board Member election be held on November 8, 2016, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the first Friday in December next succeeding the election; and

**WHEREAS,** Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

**WHEREAS,** Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

**WHEREAS,** Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

**WHEREAS,** Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

**WHEREAS,** The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

**NOW, THEREFORE,** Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 8, 2016;.

**FURTHERMORE,** Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

**FURTHERMORE,** I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

**IN WITNESS WHEREOF,** I have hereunto set my hand this 18<sup>th</sup> day of April, 2016.



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*Stanley C. Mantooh*  
*Ventura County Superintendent of Schools*

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF  
EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER  
ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

<b>District</b>	<b>Elections</b>
Briggs Elementary	(2) Regular Term Vacancies
Conejo Valley Unified	(2) Regular Term Vacancies
Fillmore Unified	(2) Regular Term Vacancies
Hueneme Elementary	(2) Regular Term Vacancies
Mesa Union Elementary	(2) Regular Term Vacancies (1) Short Term Vacancy
Moorpark Unified	(3) Regular Term Vacancies
Mupu Elementary	(1) Regular Term Vacancies
Oak Park Unified	(2) Regular Term Vacancies
Ocean View	(2) Regular Term Vacancies
Ojai Unified	(2) Regular Term Vacancies
Oxnard Elementary	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #4
Oxnard Union High School	(2) Regular Term Vacancies
Pleasant Valley Elementary	(2) Regular Term Vacancies
Rio Elementary	(2) Regular Term Vacancies
Santa Clara Elementary	(1) Regular Term Vacancies
Santa Paula Unified	(5) Regular Term Vacancies
Simi Valley Unified	(3) Regular Term Vacancies
Somis Union Elementary	(2) Regular Term Vacancies (1) Short Term Vacancy
VC Board of Education	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #5
VC Community College District	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #4

BOARD AGENDA ITEM

**Name of Contributor(s): Robin I. Freeman      Date of Meeting: 5/4/16**

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

**Report on the Pilot of ELA/ELD Materials (Freeman/Thomas)**

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**EXECUTIVE SUMMARY:**

This report is provided as information to the Board of Trustees regarding the process of the K-5 ELA/ELD materials adoption process.


**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept the report as presented.

**ADDITIONAL MATERIAL(S):** Power Point



K-5

English/Language Arts &  
English Language Development

Adoption

2015-16



# Key Points

## Pilot Teacher Group

- 26 teachers in grades K-5
- All programs represented (SEI/TBE/DLI/SpEd)

## VCOE guidance on State Adoption Toolkit

## 2 publishers to choose from

- All pilot teachers used both sets of materials



# Publishers

McGraw-Hill

*Wonders - English*

*Maravillas - Spanish*

Benchmark Education

*Advanced - English*

*Adelante - Spanish*

# Timeline

October – Pilot Committee members are selected

November-April—Teachers pilot materials

May—Pilot Teacher Committee discusses pros and cons of each publisher's materials and makes selection

May—Recommendation made to the Board of Trustees



# Process

- Publisher review of materials
- Toolkit guidance
- Calibration of evaluations
- Pros & Cons discussion
- Final Selection and recommendation



# Analysis of Materials

Pilot teachers used the State Adoption Toolkit to conduct a thorough analysis of the materials.

# Analysis of Materials – Tracing Standards

## Example:

### **Action Step 2.5 - Select and Trace Identified Standards**

Task 2.5a - In grade-span groups, select standards from suggested list or identify, standards for tracing activity (ELA/Literacy and Integrated ELD).

# Analysis of Materials – Rating

Record evidence/comments and rate each publisher program using the scale below. Use one chart for each program under consideration.

+ Strong evidence/exceeds district needs

√ Adequate evidence/meets district needs

– Limited or no evidence/does not meet district needs

# Analysis of Materials – Guiding Statements/Prompts

Example:

## ELA/Literacy and Integrated ELD Standards Trace

*(ELA/Literacy standards are the focal standards in ELA/Literacy and integrated ELD instruction)*

Guiding Questions/Prompt	Comments	Rating
1. Lesson objectives clearly align with the standard, with sufficient opportunities for practice that are monitored through checks for understanding.		
2. All aspects of the standard are addressed throughout the school year in a logical progression with sufficiency.		
3. The TE offers procedures and strategies to develop students' skills and knowledge and includes ideas, resources, and adequate examples for effective instructional delivery including feedback, collaboration, and sufficient practice opportunities.		



# Next Steps

- Board of Trustees considers approval of the chosen program
- Purchase materials
- Create a Professional Development Plan

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/4/16

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

**Local Control and Accountability Plan – AR 0460 and BP 0460 (Freeman)**

This new policy on the Local Control and Accountability Plan is needed to clarify the goals, actions and processes for adopting and updating the plan. The deleted language is indicated by *strikethrough* on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the AR 0460 and BP 0460 as outlined above.

**ADDITIONAL MATERIAL:**

AR 0460 (5 pages)  
BP 0460 (5 pages)

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

**Goals and Actions Addressing State and Local Priorities**

The district's local control and accountability plan (LCAP) shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, and foster youth. The LCAP shall identify goals for each of the following state priorities:

a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 3517 - Facilities Inspection)*

*(cf. 4112.2 - Certification)*

*(cf. 4113 - Assignment)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

*(cf. 6011 - Academic Standards)*

*(cf. 6174 - Education for English Language Learners)*

c. Parent/guardian involvement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6020 - Parent Involvement)*

*(cf. 6173.1 - Education for Foster Youth)*

d. Student achievement, as measured by all of the following as applicable:

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

- (1) Statewide assessments of student achievement
- (2) Academic Performance Index
- (3) ~~The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that satisfy specified requirements and align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692~~
- (4) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- (5) The English learner reclassification rate
- (6) ~~The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher~~
- (7) ~~The percentage of students who participate in and demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301~~

*(cf. 0500 - Accountability)*

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6178 - Career Technical Education)*

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5147 - Dropout Prevention)*

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

*(cf. 5137 - Positive School Climate)*

*(cf. 5144 - Discipline)*

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration funding pursuant to Education Code 42238.02 and 42238.03

*(cf. 6143 - Courses of Study)*

*(cf. 6159 - Individualized Education Program)*

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable
2. Any goals identified for any local priorities established by the Board.

*(cf. 0200 - Goals for the School District)*

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on a school accountability report card. (Education Code 52060)

*(cf. 0510 - School Accountability Report Card)*

## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

### **Increase or Improvement in Services for Unduplicated Students**

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory. (5 CCR 15496)

### **Annual Updates**

On or before July 1 of each year, the LCAP shall be updated using the template in 5 CCR 15497.5 and shall include all of the following: (Education Code 52061)

1. A review of any changes in the applicability of the goals described in the existing LCAP pursuant to the section "Goals and Actions Addressing State and Local Priorities" above
2. A review of the progress toward the goals included in the existing LCAP, an assessment of the effectiveness of the specific actions described in the existing LCAP toward achieving the goals, and a description of changes to the specific actions the district will make as a result of the review and assessment
3. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the LCAP and the changes to the specific actions made as a result of the reviews and assessment required by items #1-2 above

**LOCAL CONTROL AND ACCOUNTABILITY PLAN** (continued)

4. A listing and description of expenditures for the fiscal year that will serve unduplicated students and students redesignated as fluent English proficient

**Availability of the Plan**

The Superintendent or designee shall post the LCAP and any updates or revisions to the LCAP on the district's web site. (Education Code 52065)

*(cf. 1113 - District and School Web Sites)*

Regulation  
approved:

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A community-based, comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

The Board shall adopt a districtwide local control and accountability plan (LCAP), following the template provided in 5 CCR 15497.5, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060; 5 CCR 15497.5)

*(cf. 3100 - Budget)*

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" and other underperforming students.

*Unduplicated students* include students who are eligible for free or reduced-price meals, English learners, and foster youth and are counted only once for purposes of the local control funding formula. (Education Code 42238.02)

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6174 - Education for English Language Learners)*

The Superintendent or designee shall review the single plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

*(cf. 0420 - School Plans/Site Councils)*

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0440 - District Technology Plan)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 5030 - Student Wellness)*

*(cf. 6171 - Title I Programs)*

*(cf. 7110 - Facilities Master Plan)*



## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

### **Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the numbers of students in various student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 6020 - Parent Involvement)*

### **Public Review and Input**

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated student as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

*(cf. 5145.6 - Parental Notifications)*

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

*(cf. 9320 - Meetings and Notices)*

### **Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing.

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

### **Submission of Plan to County Superintendent of Schools**

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

## **LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

### **Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

*(cf. 0500 - Accountability)*

### **Technical Assistance/Intervention**

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities and review of effective, evidence-based programs that apply to the district's goals
2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups
3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the Superintendent of Public Instruction (SPI) identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following:

1. Revision of the district's LCAP
2. Revision of the district's budget in accordance with changes in the LCAP

**LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)**

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

*Legal Reference:*

EDUCATION CODE

305-306 English language education

17002 State School Building Lease-Purchase Law, including definition of good repair

41020 Audits

42127 Public hearing on budget adoption

42238.01-42238.07 Local control funding formula

44258.9 County superintendent review of teacher assignment

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

60811.3 Assessment of language development

64001 Single plan for student achievement

99300-99301 Early Assessment Program

CODE OF REGULATIONS, TITLE 5

15494-15497.5 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

6826 Title III funds, local plans

*Management Resources:*

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, November 2013

Local Control Funding Formula 2013, Governance Brief, August 2013

State Priorities for Funding: The Need for Local Control and Accountability Plans, Fact Sheet, August 2013

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

WEB SITES

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

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

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/4/16

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

**Charter Schools – Revision to AR 0420.4 (Freeman)**

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Language was added to AR 0420.4 to align the district’s practices. The added language is indicated by *italicized* font on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to AR 0420.4 as outlined above.

**ADDITIONAL MATERIAL:**

AR 0420.4 (13 pages)

**CHARTER SCHOOLS**

**Petition Signatures**

To be considered by the Board of Trustees, a petition for the establishment of a charter school within the district must be signed by one of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the charter school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of credentialed teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status credentialed teachers currently employed at the school. (Education Code 47605)

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

In circulating a petition, the petitioners shall include a prominent statement explaining that a signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the credentialed teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

**Components of Charter Petition**

A charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as descriptions of all of the following: (Education Code 47605, 47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

*The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English Learners, students with disabilities, foster youth, **and homeless students**. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established by the charter*

**CHARTER SCHOOLS** (continued)

*school, goals aligned with those priorities, and specific annual actions to achieve those goals.*

If the proposed school will serve high school students, the petition shall describe the manner in which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.
3. The method by which student progress in meeting those student outcomes is to be measured.
4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff. These procedures shall include the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the Board.
10. The procedures by which students can be suspended or expelled, which will reflect the suspension and expulsion procedures adopted by the Board.

**CHARTER SCHOOLS (continued)**

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose not to attend charter schools.
13. A description of the rights of any district employee upon leaving district employment to work in a charter school and of any rights of return to the district after employment at a charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the school, including plans for disposing of any net assets and for the maintenance and transfer of student records.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate  
*(cf. 7160 - Charter School Facilities)*
2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

**Location of Charter School**



## **CHARTER SCHOOLS (continued)**

Unless otherwise exempted by law, any charter petition submitted to the Board on or after July 1, 2002, shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction (SPI) are notified before the charter school begins operations.
3. The school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

All charter schools shall be subject to these requirements by June 30, 2005, or upon the expiration of a charter that was in existence on January 1, 2003, whichever is later. Until the later of these dates, any charter school that provided educational services before July 1, 2002, shall be subject to these requirements only for new educational services or school sites it establishes or acquires. (Education Code 47605.1)

### **Charter Approval/Denial**

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

*(cf. 9320 - Meetings and Notices)*

**CHARTER SCHOOLS** (continued)

Within 60 days of receiving a petition, or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request to establish a charter school. (Education Code 47605)

The Board shall grant the charter if doing so is consistent with sound educational practice. A charter shall be denied if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b) listed in "Components of Charter Petition" above.

The Board shall not grant any charter that authorizes the conversion of a private school to a charter school. (Education Code 47602)

The Board shall not approve any charter petition that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47605)

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area (SELPA) in which the district participates. (Education Code 47605.7, 47647)

In granting charter petitions, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

## **CHARTER SCHOOLS (continued)**

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent, the CDE, and the State Board of Education (SBE). (Education Code 47605)

### **Material Revisions**

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If, after receiving approval of its petition, a charter school proposes to establish operations at one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

### **Renewals**

A charter school seeking renewal of its charter shall submit a written request to the Board at least 120 days before the term of the charter is due to expire.

At least 90 days before the term of the charter is due to expire, the Board shall conduct a public hearing to receive input on whether or not to extend the charter. At least 60 days before the expiration date, the Board shall either grant or deny the request for renewal.

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

In addition, beginning on January 1, 2005, or after a charter school has been in operation for four years, whichever is later, a charter school shall meet at least one of the following criteria prior to receiving a charter renewal: (Education Code 47607)

1. The charter school attains its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.
2. The charter school ranks in deciles 4-10 on the API in the prior year or in two of the last three years.
3. The charter school ranks in deciles 4-10 on the API for a demographically comparable school in the prior year or in two of the last three years.

**CHARTER SCHOOLS (continued)**

4. The Board determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school.

The Board's determination shall be based on documented, clear, and convincing data; student achievement data from the Standardized Testing and Reporting Program, and any other available assessments, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall submit to the SPI copies of supporting documentation and a written summary of the basis for its determination.

A charter renewal may not be granted to a charter school prior to 30 days after the school submits related materials.

5. The charter school qualifies for an alternative accountability system pursuant to Education Code 52052(h).

Each renewal shall be for a period not to exceed five years. (Education Code 47607)

**Revocations**

The Board may revoke a charter whenever it finds, through a showing of substantial evidence, that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any provision of law

Prior to revocation, the Board shall notify the charter school of any violation(s) listed in items #1-4 above and give the school a reasonable opportunity to remedy the violation(s) unless the Board determines, in writing, that the violation(s) constitutes a severe and imminent threat to the health or safety of the students. (Education Code 47607)

**CHARTER SCHOOLS (continued)**

If the charter school does not successfully remedy the above violation(s), the Board shall provide the charter school with a written notice of intent to revoke the charter and notice of facts in support of revocation. No later than 30 days after providing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, unless the Board and the charter school agree to a 30-day extension, the Board shall issue its final decision as to whether or not to revoke the charter. The Board shall not revoke a charter unless the action is supported by written factual findings supported by substantial evidence specific to the charter school. A decision to revoke a charter shall be reported to the County Board of Education and the CDE. (Education Code 47607)

**Requirements for Charter Schools**

In providing general oversight of a charter school, the Board shall determine whether the school meets the legal requirements applicable to charter schools. Each charter school shall:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not charge tuition (Education Code 47605)
3. Not discriminate against any student on the basis of ethnicity, national origin, linguistic usage, gender, or disability (Education Code 47605)
4. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)

*(cf. 5111 - Admission)*

5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
6. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)

*(cf. 0430 - Comprehensive Local Plan for Special Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

7. Admit all students who wish to attend the school, according to the following criteria and procedures:

**CHARTER SCHOOLS** (continued)

- a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, except that preferences shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. In the event of a drawing, the Board shall make reasonable efforts to accommodate the growth of the charter school. (Education Code 47605)
- c. Other admissions preferences may be permitted by the Board on an individual school basis as consistent with law.

8. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

*(cf. 4112.2 - Certification)*

9. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the SBE (20 USC 6319; 34 CFR 300.18)

*(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)*

10. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

*(cf. 4112.5 /4312.5 - Criminal Record Check)*

*(cf. 4212.5 - Criminal Record Check)*

**CHARTER SCHOOLS** (continued)

11. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
12. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
13. If applicable, meet federal requirements for qualifications of Paraeducators working in programs supported by Title I funds (20 USC 6319)

*(cf. 4222 - Teacher Aides/Paraeducators)*

14. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or student assessments applicable to noncharter public schools (Education Code 47605, 47612.5)

*(cf. 6011 - Academic Standards)*

*(cf. 6162.51- Standardized Testing and Reporting Program)*

*(cf. 6162.52 - High School Exit Examination)*

15. Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)

*(cf. 6111 - School Calendar)*

16. Meet the requirements of Education Code 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

*(cf. 6158 - Independent Study)*

17. Identify and report to the SPI any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2)
18. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
19. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

**CHARTER SCHOOLS** (continued)

20. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

By January 1, 2007, comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following condition. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374. (Education Code 47610, 47610.5)

22. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)
23. Annually prepare and submit financial reports to the district Board and the County Superintendent in accordance with the following reporting cycle:
  - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
  - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
  - c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
  - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
  - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the CDE. (Education Code 47605)



## **CHARTER SCHOOLS (continued)**

### **Administrative and Other District Services**

The district may charge for the actual costs of supervisory oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisory oversight. (Education Code 47613)

The charter school may separately purchase administrative or other services from the district or any other source. (Education Code 47613)

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

### **Waivers**

If a charter school submits to the district an application for a waiver of any state Education Code provisions, the Board shall hold a public hearing on the waiver request no later than 90 days following receipt of the request. (Education Code 33054)

The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBE. If the Board recommends against approval of the waiver request, it shall set forth the reasons for its disapproval in written documentation that shall be forwarded to the SBE. (Education Code 33054)

### **District Oversight**

For each charter school under the Board's authority, the Superintendent shall: (Education Code 47604.32, 47604.33)

1. Identify at least one staff member as a contact person for the charter school
2. Visit the charter school at least annually
3. Ensure that the charter school complies with all reports required of charter schools by law

**CHARTER SCHOOLS** (continued)

4. Monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the reports listed above in "Requirements for Charter Schools"
5. Provide timely notification to the CDE if a renewal of the charter is granted or denied, the charter is revoked, or the charter school will cease operation for any reason

The Board and the Superintendent or designee may inspect or observe any part of the charter school at any time. (Education Code 47607)

Regulation  
approved: October 19, 2011  
*revised: April 20, 2016*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/4/16

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

**Accountability – Revision to BP 0500 (Freeman)**

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Language was added to BP 0500 to align the district’s practices. The added language is indicated by *italicized* font on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to BP 0500 as outlined above.

**ADDITIONAL MATERIAL:**

BP 0500 (3 pages)

**ACCOUNTABILITY**

The Board of Trustees recognizes its responsibility to ensure accountability to the public for the performance of district schools. The Board shall regularly review the effectiveness of the district's programs, personnel, and fiscal operations, with a focus on the district's effectiveness in improving student achievement. The Board shall establish systems and processes to monitor results and to evaluate the district's progress toward accomplishing the district's vision and goals.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0400 - Comprehensive Plans)*
- (cf. 2140 - Evaluation of the Superintendent)*
- (cf. 3460 - Financial Accountability and Reports)*
- (cf. 4115 - Evaluation/Supervision)*
- (cf. 4215 - Evaluation/Supervision)*
- (cf. 4315 - Evaluation/Supervision)*
- (cf. 6011 - Academic Standards)*
- (cf. 6141 - Curriculum Development and Evaluation)*
- (cf. 6190 - Evaluation of the Instructional Program)*
- (cf. 9000 - Role of the Board)*
- (cf. 9005 - Governance Standards)*
- (cf. 9400 - Board Self-Evaluation)*

The Board and the Superintendent shall agree upon appropriate measures of district, school, and student performance and shall establish a schedule for providing regular reports to the Board and the public regarding district progress.

- (cf. 0510 - School Accountability Report Card)*
- (cf. 1100 - Communication with the Public)*
- (cf. 1112 - Media Relations)*

Opportunities for feedback from students, parents/guardians, staff, and community members shall be made available as part of the review and evaluation of district programs and operations.

- (cf. 6020 - Parent Involvement)*

Indicators of district progress in improving student achievement shall include, but not be limited to, the Academic Performance Index (API) established by the state's accountability system and measures of "adequate yearly progress" (AYP) required under the federal accountability system.

- (cf. 0520.1 - High Priority Schools Grant Program)*
- (cf. 0520.2 - Title I Program Improvement Schools)*
- (cf. 0520.3 - Title I Program Improvement Districts)*
- (cf. 6162.5 - Student Assessment)*
- (cf. 6162.51 - Standardized Testing and Reporting Program)*
- (cf. 6162.52 - High School Exit Examination)*

## **ACCOUNTABILITY (continued)**

*The district and each district school shall demonstrate comparable improvement in academic achievement, as measured by the API, for all numerically significant student subgroups. Numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English Learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students with a valid test score of 15 foster youth or homeless students. (Education Code 52052)*

Following the annual publication of the API and school rankings by the Superintendent of Public Instruction, the Board shall, at a regularly scheduled meeting, discuss the results of each school's annual ranking. (Education Code 52056)

This discussion shall include an examination of scores from the Standardized Testing and Reporting (STAR) program, by school, grade, and student subgroup, including disaggregated data based on socioeconomic status, race/ethnicity, enrollment in special education, English proficiency, and gender.

*(cf. 3553 - Free and Reduced Price Meals)*

Evaluation results may be used as a basis for identifying and developing strategies to address disparities in achievement among student subgroups, implementing programmatic changes, determining the need for additional support or assistance, awarding incentives or rewards, and establishing other performance-based consequences.

### *Legal Reference:*

#### EDUCATION CODE

33127-33129 *Standards and criteria for fiscal accountability*

33400-33407 *CDE evaluation of district programs*

44660-44665 *Evaluation of certificated employees*

51041 *Evaluation of the educational program*

52050-52059 *Public Schools Accountability Act*

60640-60649 *Standardized Testing and Reporting Program*

#### CODE OF REGULATIONS, TITLE 5

15440-15463 *Standards and criteria for fiscal accountability*

#### UNITED STATES CODE, TITLE 20

6311 *Accountability, adequate yearly progress*

6312 *Local educational agency plan*

6316 *School and district improvement*

#### CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 *Adequate yearly progress*

200.30-200.35 *Identification of program improvement schools*

200.36-200.38 *Notification requirements*

200.52-200.53 *District improvement*

### *Management Resources:*

#### CSBA PUBLICATIONS

*Maximizing School Board Governance*

#### WEB SITES

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

California Department of Education, Accountability: <http://www.cde.ca.gov/ta/ac>

**ACCOUNTABILITY** (continued)

*U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>*

Policy  
adopted: October 19, 2011  
*revised : April 20, 2016*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/4/16

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

**Supplemental Instruction – Revision to BP 6179 (Freeman)**

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Language was added and deleted to BP 6179 to align the district’s practices for supplemental instruction. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to BP 6179 as outlined above.

**ADDITIONAL MATERIAL:**

BP 6179 (4 pages)

## SUPPLEMENTAL INSTRUCTION

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

The Board of Trustees recognizes that high-quality supplemental instructional programs can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer *programs of direct, systematic, and intensive supplemental instruction for to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.*

*(cf. 0460 – Local Control and Accountability Plan)*

*(cf. 5113.1 - Truancy)*

*(cf. 5147 - Dropout Prevention)*

~~*(cf. 5148.2 – Before/After School Programs)*~~

~~*(cf. 5149 – At Risk Students)*~~

*(cf. 6011 - Academic Standards)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

*(cf. 6164.5 - Student Success Teams)*

*Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas of physical education.*

~~*(cf. 5148.2 – Before/After School Programs)*~~

~~*(cf. 6111 – School Calendar)*~~

~~*(cf. 6112 – School Day)*~~

~~*(cf. 6142.7 – Physical Education and Activity)*~~

~~*(cf. 6176 – Weekend/Saturday Classes)*~~

~~*(cf. 6177 – Summer Learning Program)*~~

*As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or arrangement with a community or other external service provider.*



**SUPPLEMENTAL INSTRUCTION (continued)**

*(cf. 1020 – Youth Services)*

*When determined to be necessary by the principal or designee, a student may be required to participate in supplemental instruction outside the regular school day. In such cases, written parent/guardian consent shall be obtained for the student's participation.*

*Supplemental instruction shall be offered to:*

**Required Supplemental Programs**

1. Students in grades 2-8 who have been retained or recommended for retention pursuant to Education Code 48070.5 (Education Code 37252.2)

*(cf. 5123 - Promotion/Acceleration/Retention)*

- ~~2. Students in grades 7-8 who do not demonstrate "sufficient progress" toward passing the state exit examination required for high school graduation in order to help them pass the exam (Education Code 37252, 60851)~~

"Sufficient progress" shall be determined based on a student's results on the state Standardized Testing and Reporting assessments and the minimum levels of proficiency recommended by the State Board of Education.

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

In addition, students who do not possess sufficient English language skills to be assessed shall be considered students who do not demonstrate sufficient progress towards passing the exit exam and shall receive supplemental instruction designed to help them succeed on the exit exam. (Education Code 37252)

3. Eligible students from low-income families whenever the district or a district school receiving federal Title I funds has been identified by the California Department of Education for program improvement for two or more years (20 USC 6316)

*(cf. 0520.2 - Title I Program Improvement Schools)*

*(cf. 0520.3 - Title I Program Improvement Districts)*

**Optional Supplemental Programs**

As funding, facilities, and staffing permit, supplemental instruction may be offered to:

1. Students in grades K-6 who have been identified as being "at risk" of retention pursuant to Education Code 48070.5 (Education Code 37252.8)

**SUPPLEMENTAL INSTRUCTION (continued)**

2. Students in grades K-6 who have been identified as having a deficiency in mathematics, reading, or written expression based on the results of the Standardized Testing and Reporting Program (Education Code 37252.8)
3. Students in grades K-8 who seek enrichment in mathematics, science, or other core academic areas designated by the Superintendent of Public Instruction (Education Code 37253)

*(cf. 6143 - Courses of Study)*

4. Students in grades K-4 who need or desire intensive reading opportunities that meet standards for a research-based comprehensive reading program, including appropriate support to address the needs of English language learners (Education Code 41505-41508)

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6174 - Education for English Language Learners)*

5. Students in grades 7-8 who need or desire intensive opportunities to practice skills in algebra and/or pre-algebra (Education Code 41505-41508)

*(cf. 6142.92 - Mathematics Instruction)*

**Required Student Participation**

The Superintendent or designee may require participation in a supplemental instructional program for: (Education Code 37252.2, 37254.1)

1. Students in grades 7-8 who demonstrate insufficient progress toward the exit exam required for high school graduation pursuant to Education Code 37252
2. Students in grades K-9 who are retained or recommended for retention pursuant to Education Code 37252.2
3. Students in grades K-6 who are "at risk" of retention pursuant to Education Code 37252.8
4. Students in grades K-6 who are deficient in mathematics, reading, or written expression pursuant to Education Code 37252.8
5. Students in grades K-8 participating in enrichment programs in core academic subjects pursuant to Education Code 37253

**SUPPLEMENTAL INSTRUCTION (continued)**

The Superintendent or designee shall obtain written parent/guardian consent for a student's participation in the supplemental instructional program.

*Legal Reference:*

EDUCATION CODE

1240 County Superintendent duties  
35186 Williams Uniform Complaint Procedures  
37200-37202 School calendar  
37223 Weekend classes  
37252-37254.1 Supplemental instruction  
41505-41508 Pupil Retention Block Grant  
42239 Supplemental instruction, apportionments  
44259 Comprehensive reading program  
46100 Length of school day  
48070-48070.5 Promotion and retention  
48200 Compulsory education  
48985 Translation of notices  
51210 Courses of study, elementary schools  
51220 Courses of study, secondary schools  
52378-52380 Supplemental School Counseling Program  
60603 Definitions, core curriculum areas  
60640-60648 Standardized Testing and Reporting Program  
60850-60859 High school exit examination

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

52012 Establishment of school site council  
52014-52015 School plans  
53025-53031 Intensive reading instruction  
53091-53094 Intensive algebra instruction

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6316 Program improvement schools and districts

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

Implementation of Assembly Bill (AB) 347: requiring instruction and services for students who have not passed the exit exam but have met all other graduation requirements, October 26, 2007

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Supplemental Educational Services, June 13, 2005

Creating Strong Supplemental Educational Services Programs, May 2004

WEB SITES

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

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

U.S. Department of Education: <http://www.ed.gov>



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(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	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	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: 12-09-15

*Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”*