

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mr. Ernest "Mo" Morrison, President
Mrs. Debra M. Cordes, Clerk
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Dr. Cesar Morales
District 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 3, 2017
5:00 p.m. – Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

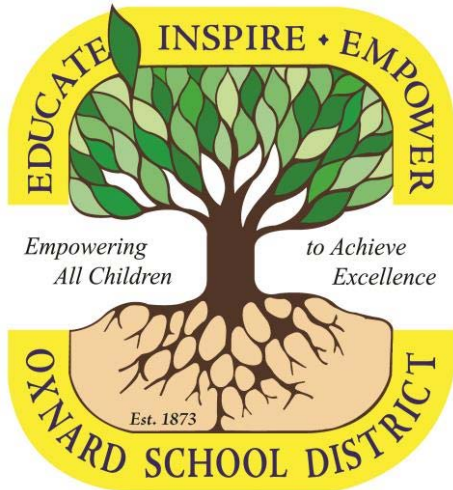
***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
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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

Ms. Sally Wennes, Principal at Lemonwood Academy of Communications Through Arts and Technology, will introduce Cayel Lubid, 8th grader in Mr. Beckham’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 in English by Stephanie Suarez, 8th grader in Mr. Narez’s class; then read in Spanish by Jessica Espinoza, 8th grader in Mr. Warnick’s class.

A.4 Presentation by Lemonwood Academy of Communications Through Arts and Technology

Ms. Wennes will provide a short presentation to the Board regarding Lemonwood Academy. Following the presentation President Morrison will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Recognition of Oxnard Police Department (Superintendent)

The Board of Trustees will present a Certificate of Appreciation to representatives of Oxnard Police Department in recognition of the Department’s continued partnership and service to Oxnard School District.

A.6 Recognition of Oxnard School District’s Million Word Readers (Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District students who have read One Million Words.

A.7 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Cordes __, Morrison __

A.8 Adoption and Presentation of Resolution #16-30 “Better Hearing and Speech Month May 2017” (Freeman/Sugden)

The Board of Trustees will adopt Resolution #16-30 for the Speech/Language and Hearing Specialists of the Oxnard School District and recognize the month of May 2017 as Better Hearing and Speech Month. The Board will recognize and present the Resolution to Speech/Language and Hearing Specialists in attendance.

A.9 Adoption and Presentation of Resolution #16-31 “National School Nurse Day May 10, 2017” (Freeman/Ridge)

The Board of Trustees will adopt Resolution #16-31 “National School Nurse Day”, recognizing May 10, 2017 as National School Nurse Day. The Board will recognize and present the Resolution to School Nurses in attendance.

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.10 Adoption and Presentation of Resolution #16-33 in Recognition of “Teacher Appreciation Week 2017” (Dr. Morales)

The Board of Trustees will adopt and present Resolution #16-33 “Teacher Appreciation Week 2017”, recognizing May 8-12, 2017 as Teacher Appreciation Week 2017, to representatives of the Oxnard Educators Association.

A.11 Study Session – CHAMPS – Positive Behavior and Intervention Presentation (Freeman/Ridge)

The Board of Trustees will receive a presentation on the districtwide implementation of the CHAMPS Positive Behavior Intervention and Support (PBIS) program.

A.12 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.

The Board will now convene in closed session to consider the items listed under Closed Session.

A.13 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations: 2 cases
 - Office of Administrative Services Cases No. 2017020549 and 201610031
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 16-12 (Action Item)
 - Case No. 16-14 (Action Item)
 - Case No. 16-15 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA;
 - and All Unrepresented Personnel – Administrators, Classified Management, Confidential

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)

- 4. 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
 - Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating
 - Parties: Dennis Hardgrave on behalf of the property owners
 - Under
 - Negotiations: Instruction to agency negotiator on price and terms.

- 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
 - Principal, Elementary
 - Assistant Principal, K-8

A.14 Reconvene to Open Session

7:00 PM

A.15 Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF STUDENTS

(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 16-12 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

REMOVAL/SUSPENSION/EXPULSION OF STUDENTS

(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 16-14 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

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

Section A
PRELIMINARY
(continued)

A.15 Report Out of Closed Session (continued)

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 STUDENTS

(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 16-15 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __

A.16 Recognition of Oxnard School District’s Million Word Readers (Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

A.17 Report on Oxnard School District Student-Parent Leadership Summit (Vaca)

The Board of Trustees will receive a report on the OSD Parent-Student Summit at Oxnard College on June 3, 2017.

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

B.1 Comentarios del Público (3 minutos para cada ponente)

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

B.2 Public Hearing – Regarding Sunshine of the Oxnard Supportive Services Association's (OSSA) and the Oxnard School District's (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

This being the date noticed, the Board of Trustees will hold a public hearing to sunshine the Oxnard Supportive Services Association's (OSSA) and the Oxnard School District's Initial Proposals for 2017-2018 Negotiations. The parties plan to negotiate the following articles:

- Article 3: Grievance Procedure
- Article 6: Duty Hours
- Article 7: Assignment of Unit Members
- Article 8: Student Ratio
- Article 9: Evaluations
- Article 11: Leave Provisions

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O'Leary __, Cordes __, Morrison __

**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:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Cordes __, Morrison __

C.1 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
Academic:	
▪ #17-02 with Regents of the University of Colorado, to review OSD’s Transitional Bilingual Education (TBE) Programs and provide recommendations on program improvement and propose specific initiatives with regard to instructional strategies and program development during the 2017-18 school year, amount not to exceed \$60,000.00 to be paid with Title II funds;	Freeman/ DeGenna
▪ #17-04 with UC Santa Barbara-MESA Program, to provide innovative academic planning, high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs to middle school students at Frank and Fremont Academies, July 1, 2017 through June 30, 2020, amount not to exceed \$1,400.00 per site, per year, for a three-year total of \$8,400.00, to be paid with Title I funds;	Freeman/ Joyce/ Brisbine
Enrichment:	
▪ #16-263 with Achieve NOW, to provide two (2) family science night sessions at Ramona School on May 4, 2017 and May 31, 2017, amount not to exceed \$2,198.00, to be paid with School Site Funds - Targeted;	Freeman/ Elisondo
▪ #16-265 with Mad Science of Los Angeles, to provide two (2) “Mineral Mania” workshops at Driffill School on May 30, 2017, amount not to exceed \$480.00, to be paid with Title I funds;	Freeman/ Flores-Beck
Support Services	
▪ #17-03 with School Innovations & Achievement to provide Attention2Attendance (A2A) software and services for each school site for the period of July 1, 2017 through June 30, 2020, during the 2017-18, 2018-19, and 2019-2020 school years, amount not to exceed \$81,800.00 per year, for a three-year total of \$245,400.00 to be paid with General Funds;	Freeman/ Ridge
▪ #17-05 with City of Oxnard/Oxnard Police Department, to provide the services of two School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention during the 2017-18 school year, amount not to exceed \$263,610.00 to be paid with School Safety Funds;	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.1 Agreements (continued)

It is recommended that the Board approve the following agreements:

Personnel:

- | | |
|--|------|
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-77 with 360 Degree Customer Inc., to provide the services of Occupational Therapists, Physical Therapists, Psychologists, SLPA, School Nurses and Special Educational Teachers during the 2016-17 school year, amount not to exceed provider's hourly rate per attached Rate Card; to be paid with Special Education Funds; | Vaca |
| <ul style="list-style-type: none"> ▪ Agreement #16-269 with the Bodine Group, to provide facilitation services for collective bargaining for CSEA and OSSA using the Interest Based Problem Solving approach and provide Interest Based Negotiations Training to OSD administrators and CSEA and OSSA bargaining team members, amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds. | Vaca |

C.2 Ratification of Agreements

It is recommended that the Board ratify the following agreements:

Dept/School

Special Education:

- | | |
|--|--------------------|
| <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-232 with Ventura County Office of Education, to provide support from Special Circumstances Paraeducators (SCP's) for special education students JA100109 and EN071309 during the 2016-17 school year, including Extended School Year, amount not to exceed \$11,301.58, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-262 with Casa Pacifica School, to provide Non-Public School (NPS) Services for student JF081705 during the 2016-17 school year, amount not to exceed \$21,456.00, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-264 with Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP's) for Special Education students AD091102, KS120903, AA120506, RS052408, OL083008, JW080310, and NC092306 during the 2016-17 school year, including Extended School year, amount not to exceed \$117, 203.12, to be paid with Special Education Funds; | Freeman/
Sugden |
| <ul style="list-style-type: none"> ▪ #16-267 with Hollar Speech & Language Therapy to provide Independent Evaluator Services for the Special Education Department during the 2016-17 academic year, amount not to exceed \$30,000.00, to be paid with Special Education Funds. | Freeman/
Sugden |

Support Services:

- | | |
|--|-------------------|
| <ul style="list-style-type: none"> ▪ #16-268 with WestEd, to collect surveys taken by Oxnard School District 5th and 7th grade students, school staff and parents at twenty (20) school sites and compile reports on the findings by school and district, September 1, 2016 through August 31, 2017; amount not to exceed \$6,430.80, to be paid with General Funds – Non-Targeted. | Freeman/
Ridge |
|--|-------------------|

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

Section C
CONSENT AGENDA
 (continued)

C.3 Approval of Overnight Field Trip – Santa Barbara Zoo

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of McAuliffe School, that the Board of Trustees approve the request for approximately 125 fifth grade students from McAuliffe to attend the Overnight Safari at Santa Barbara Zoo in Santa Barbara, California, June 2 nd and 3 rd , 2017, amount not to exceed \$9,800.00 to be paid with PTA funds.	Dept/School Freeman/ Duran
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C.4 Request for Approval of Out of State Conference Attendance

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the request for the Director of Transportation to attend the 2017 School Transportation News (STN) Expo in Reno, Nevada, July 7-12, 2017; amount not to exceed \$1,500.00 for registration, travel and lodging, to be paid with General Funds.	Dept/School Cline
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C.5 Summary of Sale, Election of 2016, Series A, General Obligation Bonds

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the Summary of Sale of the Election of 2016, Series A Bonds.	Dept/School Morales/ Cline/ CFW
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C.6 Approval of Elementary and Secondary School Counseling Grant Evaluation

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services, that the Board of Trustees approve the Elementary and Secondary School Counseling Grant Evaluation as presented.	Dept/School Freeman/ Ridge
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C.7 Award of Formal Bid #16-04 and Approval of Agreement #16-266 for Chavez School HVAC Modernization

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees award Bid #16-04 Chavez School HVAC Modernization, to Ardalan Construction Company, Inc. and enter into Agreement #16-266 in the total amount of \$1,153,000, to be paid with Ongoing Maintenance Funds	Dept/School Cline/ Fateh
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C.8 Approval of Field Contract #FC-P17-04401 – West Coast Air Conditioning

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P17-04401 with West Coast Air Conditioning, in the amount of \$40,250.00, to be paid with Deferred Maintenance – One Time Funds.	Dept/School Cline/ Fateh
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.9 Approval of Work Authorization Letter #008 (WAL #008) for Master Agreement #13-132 with Tetra Tech, Inc. for CEQA Services for the Rose Avenue School Reconstruction Project.

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #008 to Agreement #13-132 with Tetra Tech, Inc. to provide CEQA/DTSC Compliance Services related to the Rose Avenue Elementary School Reconstruction Project; amount not to exceed \$3,200.00, to be paid with Master Construct and Implementation Program Funds.	Dept/School Dr. Morales/ Cline/ CFW, Inc.
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C.10 Approval of the 2016-17 Third Quarter Williams VCOE Activity Report

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 2016-17 Third Quarter VCOE Williams Activity Report, as presented.	Dept/School Vaca/ Magaña
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C.11 Personnel Actions

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

Section D
ACTION ITEMS

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

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

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

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Cordes __, Morrison __

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F
BOARD POLICIES

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

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

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

Revision AR 3460	Business and Noninstructional Operations FINANCIAL REPORTS AND ACCOUNTABILITY	Cline
Delete BP & AR 4112.24	Certificated Employees TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT	Vaca
Revision AR 5142.1	Students IDENTIFICATION AND REPORTING OF MISSING CHILDREN	Cline

**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:

G.3 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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Recognition of Oxnard Police Department (Morales)

The Board of Trustees will present a Certificate of Appreciation to representatives of Oxnard Police Department in recognition of the Department's continued partnership with Oxnard School District.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the District Superintendent that the Board of Trustees recognize the Oxnard Police Department for their continued partnership with the District, and present a Certificate of Appreciation to OPD representatives in attendance at the Board meeting.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/3/17

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Recognition of Students - Honoring Oxnard School District's Million Word Readers
(Freeman/Curtis)**

Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/3/17

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
 X Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Title: Adoption and Presentation of Resolution #16-30 (Freeman/Sugden)

DESCRIPTION:

Recognition of the month of May 2017 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 Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #16-30 as outlined above.

ADDITIONAL MATERIAL(S):

Resolution #16-30 (1 pages)



**RESOLUTION NO. 16-30
ONARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***Better Hearing and Speech Month
May 2017***

“Communication: The Key to Connection”

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 2017 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 3rd day of May 2017.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/3/17

- A. Preliminary X
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1ST Reading _____ 2nd Reading _____

Resolution #16-31 “National School Nurse Day” May 10, 2017 (Freeman/Ridge)

Recognition of May 10, 2017 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 of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Resolution #16-31 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Resolution (1 page)



**RESOLUTION NO. 16-31
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

National School Nurse Day 2017
“Healthy Nurse, Healthy Students”

WHEREAS, the National Association of School Nurses has proclaimed May 10, 2017, as National School Nurse Day; 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 address the home and community factors (e.g. social determinants) that impact student’s health; 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 teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; 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 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, and keeping parents and guardians at work throughout the school year.

Adopted this 3th day of May, 2017.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



OXNARD SCHOOL DISTRICT

Resolution #16-33

Teacher Appreciation Week 2017 May 8-12, 2017

WHEREAS, our teachers, through their dedication to excellence and commitment to their students, provide to their community and nation a service of immeasurable value; and

WHEREAS, teachers provide the vital lessons that enable our youth to mature and reach their fullest potential; and

WHEREAS, our students depend on educators to guide them on the path to success; and

WHEREAS, teachers mold the minds and train the workforce of the future; and

WHEREAS, teaching grows in value and pays dividends far beyond the classroom; and

WHEREAS, the guidance, support and inspiration that teachers provide to students are invaluable and contribute tremendously to the well-being of our nation.

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 the week of May 8-12, 2017 be observed as “*Teacher Appreciation Week 2017*” 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 3rd day of May, 2017.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/3/17

- A. Preliminary _____
Study Session X
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

- Agreement Category:
- ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

CHAMPS – Positive Behavior and Intervention Presentation (Freeman/Ridge)

Oxnard School District has made a commitment to the district-wide implementation of CHAMPS via the LCAP. Beginning in the 2015 – 2016 school year, Oxnard School District is implementing CHAMPS, a positive and proactive approach to managing student behavior. CHAMPS is a research-based, Positive Behavior Intervention and Support (PBIS) program that holds these fundamental 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.
- 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.

CHAMPS will be supported for all schools and all staff within Oxnard School District through a multi-year plan that encompasses the direct support of the Ventura County Office of Education and *Safe and Civil Schools*, the publishers of CHAMPS. The training model is differentiated and provides support to sites within phases. Each year, 3 to 4 school sites are selected at “target schools” for the most intensive support within CHAMPS, while the remaining schools receive a base level of support that is designed to ease those schools into the CHAMPS model.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the presentation as outlined above.

ADDITIONAL MATERIAL: Power Point

Positive Behavior Intervention and Support (PBIS)

Board Study Session and Update May 3, 2017

Oxnard School District

Chris Ridge, Director of Pupil Services

Ventura County Office of Education

Dr. Jane Wagmeister, Executive Director of Curriculum and Instruction

Jeremy Resnick, Director of Curriculum and Instruction

Victoria Weiss, Content Specialist

Safe and Civil Schools

Susan Isaacs, National Trainer and Consultant

Every Opportunity

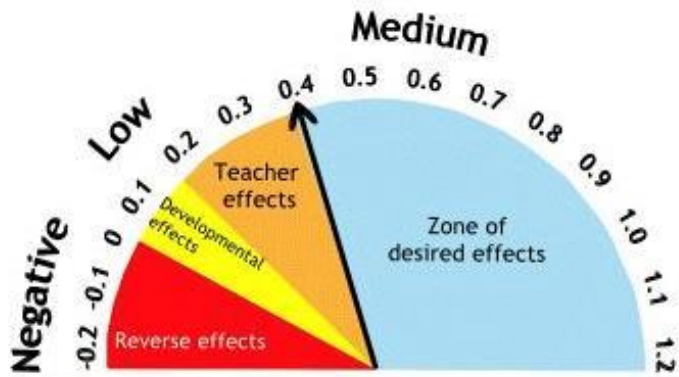
- Every moment
- Every interaction
- Every relationship
- Every adult

A young boy with short hair, wearing a blue and yellow life vest, is smiling and looking out of a boat window. The background is a bright blue sky and water. The text "EVERY OPPORTUNITY" is overlaid in large white letters on the right side of the image.

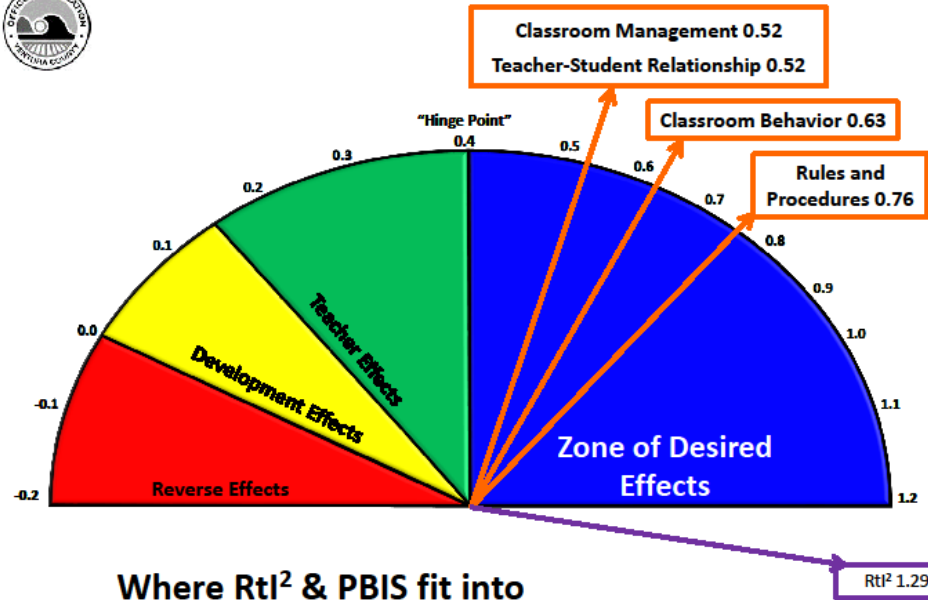
**EVERY
OPPORTUNITY**



Influences on Achievement



The hinge-point; average effect-size 0.4



Where Rtl^2 & PBIS fit into
John Hattie's Barometer of Influence ©2016

LCAP Goal #2

Goal 2: The social-emotional, health and well-being needs of students will be met in a learning environment that is safe, drug-free and conducive to learning.

- Reduce suspension rates ...
- Maintain a 0% expulsion rate...
- Decrease chronic absence rates...
- Decrease the percentage of 7th grade students reporting that they have been in a fight...
- Decrease the percentage of 5th grade students reporting that they have been hit or pushed..



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
- Trainer of Trainers
- 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 – 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
 - Brekke Elem.
 - Curren Elem.
 - Sierra Linda Elem.
 - Soria Elem.

Coaching

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





Program Monitoring

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





Brekke Elementary School

CHAMPS Site Visit

1 November 2016

	Current Reality Classrooms	Current Reality Whole School	Next Steps
TK	<ul style="list-style-type: none"> • Consistent voice levels • Use Humpty Dumpty to teach voice levels • Clear behavior expectations & modeling • Attention signals 	<p>Cafeteria:</p> <ul style="list-style-type: none"> • voice level 2 expectation • whistle used for emergency only • teacher avatars used for positive behavior rewards (class based) <p>Voice levels across all grade levels</p> <ul style="list-style-type: none"> • Kindness Club • “Kindness is Always in Season” moto • Each teacher completed STOIC management training on 10/31/2016. As a result of the training, the staff has vowed to increase positive interactions: • 3 to 1 interaction goal • Greet 10 students before 10:00AM • Spend 2 minutes for 10 days with “troubled” students (identified for one student, but may be increased) <p>Work in progress:</p> <ul style="list-style-type: none"> • Voice level of 0 in hallways • Line expectation in the hallways (primary walking single-file; upper grade walking 2-by-2 or in groups) 	<ol style="list-style-type: none"> 1. ★★★ “Expect, Protect, Connect” Campus Assistant training ★★★ <ol style="list-style-type: none"> a. Increase positive interactions between campus assistants and students b. Correct to the guidelines during recess c. Increase positive reputation of Campus Assistants 2. ★★★ CHAMP the hallway, specifically line expectations ★★★ 3. ★★★ CHAMP the restrooms ★★★ 4. Structure upper-grade playground 5. Create a Buddy Bench (Christian’s Buddy Bench http://buddybench.org/) 6. Give specific students website responsibilities; other “jobs” as arise 7. Random Acts of Kindness Day 8. Video Humpty Dumpty voice level lesson\ 9. View YouTube video: Whole Group CHAMPS Ms. Rivera (https://www.youtube.com/watch?v=MwvSe8ye5o) 10. VCOE will send a starter sheet for CHAMP cheat-sheet for subs 11. Rose will share videos
K	<ul style="list-style-type: none"> • Consistent voice levels • Clear behavior expectations • Attention signals 		
1	<ul style="list-style-type: none"> • Consistent voice levels • Clear behavior for lines 		
2	<ul style="list-style-type: none"> • Clear behavior for lines 		
3	<ul style="list-style-type: none"> ★★ Target Group for Opportunities • Consistent voice levels 		
4			
5	<p><u>Next Step:</u> Transition voice levels into the classroom</p>		

★★★ identified as a priority★★★



CHAMPS Site Visit

1 November 2016

Current School

Current Reality Classrooms		Current Reality Whole School	Next Steps
K	<ul style="list-style-type: none"> • MAC used 	Weekly Focus Videos being used <ul style="list-style-type: none"> • Standing in Lines • Restroom expectations • Cafeteria expectations • Appropriate language • Hallway behavior 	<ol style="list-style-type: none"> 1. ★★★ Self-control/meditation time – make it a CHAMPS activity with in house training ★★★ 2. Encourage teachers to review weekly focus with students 3. Correct to the positive using updated Cougar Matrix 4. Create a warm space for what is working 5. All teachers greet students (10 before 10) 6. CHAMP the Cafeteria 7. Support community building with ALL staff; include student leaders 8. CHAMP the 6-8 stairwell, specifically voice levels 9. Include visuals on CHAMPS posters to support kindergarten-grade-level team 10. Add teachers' names and room numbers to bulletin boards 11. Create two videos about what to do on the playground and what not to do on the playground 12. Dual Language Immersion support for CHAMPS 13. Create a school-wide attention signal <p>VCOE Support:</p> <ol style="list-style-type: none"> 14. ★★★ "Expect, Protect, Connect" Campus Assistant training ★★★ 15. ★★★ Convert Cougar Matrix into CHAMP ★★★ 16. ★★★ CHAMP Train Cafeteria staff – start with having them greet students ★★★ 17. Send a starter sheet for CHAMP cheat-sheet for subs
1	<ul style="list-style-type: none"> • Voice Level 0 • Some focus of lines after recess 	<ul style="list-style-type: none"> • 4 Voice levels across all grade levels • Voice levels & hand signals are used during assemblies and emergency drills 	
2	<ul style="list-style-type: none"> • All teachers greet students at the door 	<ul style="list-style-type: none"> • Cougar Matrix (be safe, be responsible, be respectful) 	
3	<ul style="list-style-type: none"> • All teachers greet students at the door 	<ul style="list-style-type: none"> • Posters with expectations for movement from class-to-class 	
4	<ul style="list-style-type: none"> • Half of the teachers greet students at the door 	<ul style="list-style-type: none"> • Teachers stand at door and greet students • Over 50% of the staff has a CHAMPS buy-in 	
5	<ul style="list-style-type: none"> • Half of the teachers greet students 	<ul style="list-style-type: none"> • Many teachers share expectations with parents at back to school night 	
6			
7	<ul style="list-style-type: none"> • Common transition from class-to-class • Many teachers greet students at the door 		
8			

★★★ identified as a priority★★★



CHAMPS Site Visit

Sierra Linda Elementary School

24 January 2017

Current Reality Classrooms		Current Reality Whole School	Next Steps
TK	5 out of 7 teachers using CHAMPS	<ul style="list-style-type: none"> • Bus area re-structures & clear procedures in place • Collaboration and discussion among staff about end of the day procedures • CHAMPed "every possible" outdoor area. Some areas have visible reminders, those that do not have procedures that have been CHAMPed • Discussion and presentation of information shared to staff by peer team. • Common Voice level throughout campus. Voice level even translated into music lesson in TK -1 grades. • Conversations with library and office staff, but no formal training • Staff greets each other • Positive change in school climate- students greeting staff • Assembly time has been CHAMPed 	<ol style="list-style-type: none"> 1. ★★★Restructure cafeteria procedures★★★ 2. ★★★Common Agreements about referral behaviors – Start this conversation with Chris Ridge ★★★ 3. Work with staff about STOIC (Chris Ridge will send pictures) 4. Reach out to OSD cohort to share resources, especially CHAMP videos 5. Assign a new technology lead (possibly students) to create Cafeteria CHAMPS video 6. Show cafeteria staff the CHAMPS video 7. VOCE will train classified staff on CHAMPS 8. Submit CHAMPS poster to the District Office for printing 9. Finalize Rest Room poster & present it to staff and students 10. Create a CHAMPS substitute information sheet/plan (see VCOE website Round Meadow) 11. ★★★Make sure that there is clarity about how to use a CHAMPS poster, clear differentiation between Activity and Participation★★★ 12. Post information on the school website about CHAMPS for parents (See VCOE website Round Meadow) 13. Differentiate between positive interactions and corrections <p>IN PROGRESS:</p> <ol style="list-style-type: none"> 1. Consistent use of school-wide attention signal 2. Bathroom/Restroom CHAMPS poster drafted 3. ★★★ Data collection of referral information★★★ 4. Make giving three positives for each correction a priority – consider using <i>Foundations</i> observation form 5. Have staff commit to greeting ten students before 10:00_{A.M.}
K			
1	ALL teachers using CHAMPS		
2	2 out of 5 teachers using CHAMPS		
3	Posters up and being used by all teachers		
4	ALL teachers using CHAMPS (one teacher using it with more fidelity than others)		
5	75% (3 out 4 teachers) using CHAMPS		

★★★ identified as a priority★★★



Te.A.L. Academy

CHAMPS Site Visit

24 January 2017

Juan L. Soria School

	Current Reality Classrooms	Current Reality Whole School	Next Steps
SPED	<ul style="list-style-type: none"> Using CHAMPS posters Greeting students 	<ul style="list-style-type: none"> Completing (3) <i>Foundations</i> observations 	<ol style="list-style-type: none"> ★★★Structure time for grade-level-teams (and combined grade-level-teams) to work together and observe each other★★★
K	<ul style="list-style-type: none"> Always walking in nice straight lines Teachers at gate conversing with parents at dismissal Next Step: Work on cafeteria exit procedures 	<ul style="list-style-type: none"> Every teacher has Guidelines for Success in classroom; a common poster was created Teachers/Staff greet students in the morning 	<ol style="list-style-type: none"> Video evidence of CHAMPS – potentially the ASB class and/or multi-media elective class can create this video. Consider creating video from the perspective of a visitor. Use larger picture icons on CHAMPS posters to make it visible from all areas of a classroom
1	<ul style="list-style-type: none"> All teachers greeting students Positive corrections, especially with students running Developing one-liners Teachers wait with students and wait at gate for dismissal 	<ul style="list-style-type: none"> Positive relationship among staff members Team named Committee of Advancement of Respectful Education, "CARE" SPED teacher and Classified staff member added to the CARE team 	<ol style="list-style-type: none"> Track data for teacher attendance and parent involvement; consider looking at specific teachers for their parent involvement. Work with Cafeteria & Campus Supervisors with STOIC Reach out to other cohort teams to share resources (specifically videos from Rose Avenue posted on their website) HTTP://ROSE.OXNARDSD.ORG/PAGES/ROSE AVENUE ELEMENTARY/CHAMPS
2	TB filled in by Soria staff		<ol style="list-style-type: none"> Continue to gather data, especially parent involvement
3	TB filled in by Soria staff		<ol style="list-style-type: none"> Send Dr. Wagneister Healthy Kids Survey data
4	<ul style="list-style-type: none"> Using CHAMPS Greeting students & monitoring at dismissal 	<ul style="list-style-type: none"> Website has been updated with STOIC and Guidelines for Success School Brochure has been updated with Guidelines for Success & STOIC 	<ol style="list-style-type: none"> VCOE with compare school to County data (Healthy Kids Survey) for April meeting Create a weekly suggestion box Work on one-liners
5	<ul style="list-style-type: none"> Using CHAMPS Greeting students & monitoring at dismissal 	<ul style="list-style-type: none"> STOIC has been reinforced with teachers at 10/31/2016 SIP day Many teachers using hand attention signals 	<p>IN PROGRESS:</p> <ol style="list-style-type: none"> Have staff refer to the Guidelines for Success when giving corrections or positives to students
6	<ul style="list-style-type: none"> All teachers greeting students Next Step: Continue to work with consistency of CHAMPS implementation 	<ul style="list-style-type: none"> Staff visibility increased Teachers pick up students promptly at lines 	<ol style="list-style-type: none"> Teach/communicate CHAMPS to substitutes (see VCOE website for Round Meadow parent sheet) VCOE will offer PD for Soria staff
7	<ul style="list-style-type: none"> Some teachers greeting students at door Clear procedures and rules Working on student/teacher relationships 	<ul style="list-style-type: none"> Teachers Met with and communicated expectations with parents 	<ol style="list-style-type: none"> Increase reinforcement and guidance for the 1/3 of staff that are nay-sayers Focus more on inside the classrooms
8	<ul style="list-style-type: none"> All teachers greeting students 	<ul style="list-style-type: none"> Some communication with subs about CHAMPS 	<ol style="list-style-type: none"> School-wide attention signal School-wide CHAMPS & Safety folder

★★★identified as a priority★★★



Commitment to Quality Education for All

CHAMPS at Lemonwood

Targeted School Site	2015-2016 Number of Office Discipline Referrals	2016-2017 Number of Office Discipline Referrals (as of March 17, 2017)
Brekke	314	202
Curren	293	287
Haydock	1115	645
<i>Lemonwood</i>	994	176
Rose	696	235
Sierra Linda	178	63
Soria	506	235



**Office referrals are down
82% at Lemonwood!**

CHAMPS at Lemonwood

Targeted School Site	2015-2016 Suspension Rate	2016-2017 Suspension Rate (as of March 17, 2017)
Brekke	0.48%	0%
Curren	3.02%	2.51%
Haydock	5.66%	2.44%
<i>Lemonwood</i>	4.18%	.24%
Rose	2.01%	1.62%
Sierra Linda	3.00%	1.09%
Soria	0.97%	.29%

Suspensions are down 94% at Lemonwood!



CHAMPS at Rose Avenue

ROSE AVENUE ELEMENTARY SCHOOL (K-5) : CHAMPS



ROSE AVENUE SCHOOL

The School of Science and Wellness



e-mail



Q



oars

Home

Classes

Calendar

Students

Parents

Staff

CHAMPS

About

Support

C

Conversation

H

Help

A

Activity

M

Movement

P

Participation

S

Success

Introduction

At Rose Avenue, CHAMPS is implemented school wide to teach students the behavior expectations in each common area: Cafeteria, Hallways, Classroom, Restrooms, Library, Office and Playground. CHAMPS is a research based model that has created a positive school climate and has significantly reduced discipline referrals at our school. With CHAMPS, students are able to learn appropriate behaviors, engage in learning and build positive relationships with students and staff.

Restroom Expectations at Rose Avenue

WASH



CHAMPS at Haydock

welcome TO HAYDOCK!

Our school uses a behavior program called CHAMPS. Please try to incorporate some of the components throughout your day.

By raising your hand and asking for the class's attention, students reach a voice level of 0. You can create a list of expectations for the lesson you are teaching:

Conversation- 0 is silent, 1 is a whisper, 2 is a normal talking voice

Help- how should the students get help? Raise hand, ask partner, ask 3 before me

Activity- is it whole group, independent work, or group/partner work?

Movement- are students allowed to move around or should they stay seated?

Participation- what is the assignment?

Success!

Example for independent work:

C- 0 or 1

H- raise hand or ask partner

A- independent work

M- stay seated

P- complete assignment

Success!



CHAMPS

CHAMPS at Haydock



HAYDOCK ACADEMY
ARTS & SCIENCES

CHAMPS **Guidelines for Success**

_____ demonstrated:
(student name)

- J**aguars always show respect and kindness
- A**re always responsible and safe
- G**ive their best
- S**eek a growth mindset

(teacher signature) Date _____

CHAMPS at Haydock

REMEMBER!!!



Interact at least 3 times more often when student is behaving appropriately than when they are misbehaving.

- “The behavior you reinforce with attention is the behavior that you will begin to see more often.” (pg. 298)
- when correcting behavior it is important to recognize student again once they are doing the desired behavior
- don’t fall into the “Criticism Trap”

**THIS IS SOMETIMES DIFFICULT TO DO SO WE CREATED THIS RESOURCE FOR YOU!
PLEASE PUT SOMEWHERE IN YOUR CLASSROOM SO YOU CAN REMIND YOURSELF**

California SUMS Initiative



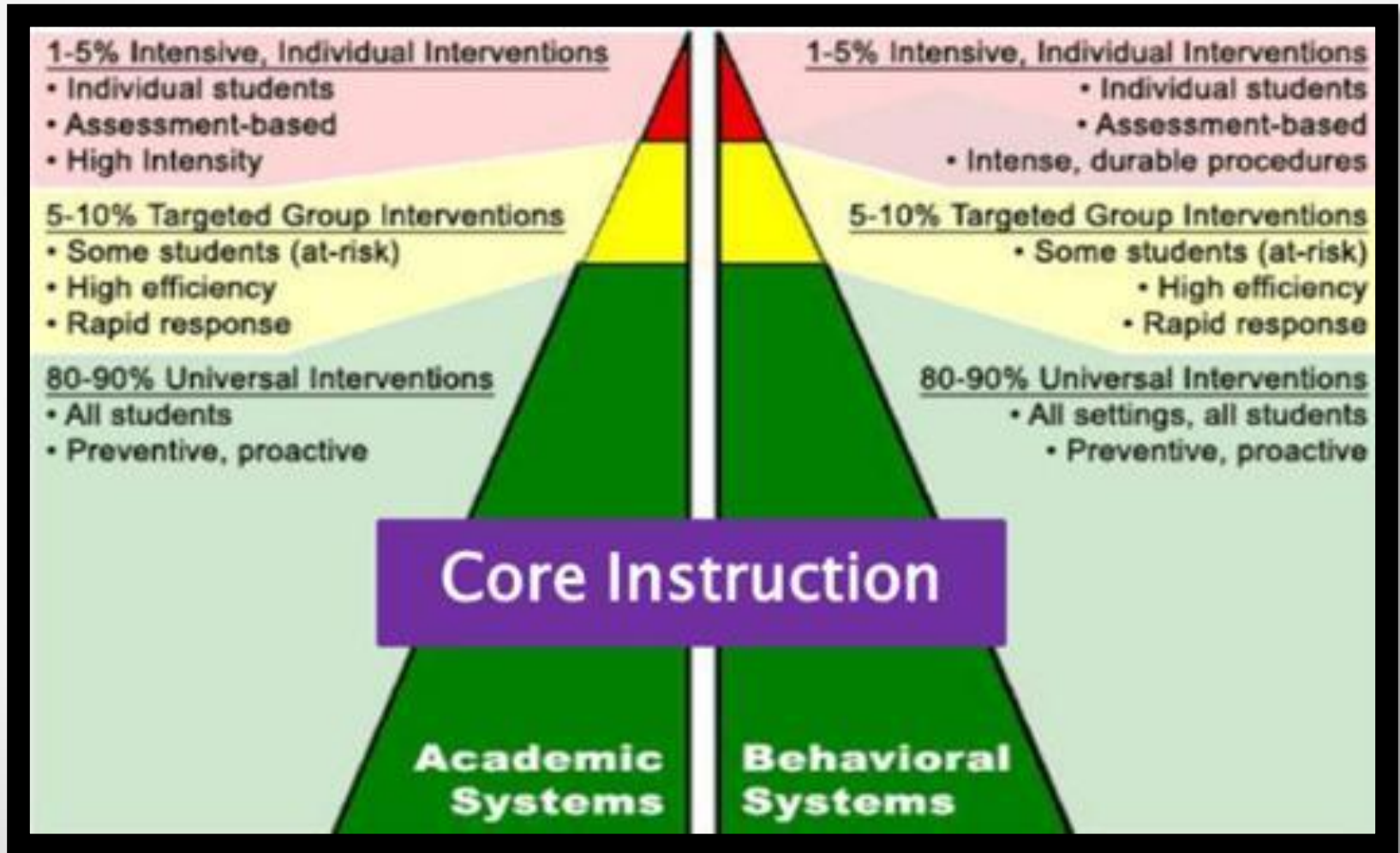
All Means All



Family & Community Engagement Administrative Leadership Integrated Education Framework Inclusive Policy & Practice

MULTI-TIERED SYSTEM OF SUPPORT

Multi-Tiered Systems of Support (MTSS)





Research Concludes:

Interventions at these multiple tier levels improves **academics** and **behavioral** outcomes, and reduces the need for special education, thus improving patterns of disproportionate special education identification and placement.



We can effectively teach all students

- Prevention, Early intervention
- Focused Intervention to address the individual needs of all students
- Essential Components:
 - Use a multi-tier model of service delivery
 - Use a problem-solving methodology
 - Use an integrated data collection/assessment system

Thank you!

Chris Ridge
Director of Pupil Services
Oxnard School District
mridge@oxnardsd.org
805-385-1501 x 2161

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 3, 2017**

- A. Preliminary Study Session Report
- B. Hearing:
- C. Consent Agenda Agreement Category: Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items
- E. Approval of Minutes
- F. Board Policies 1st Reading 2nd Reading

Oxnard School District Student-Parent Leadership Summit: June 3, 2017 (Vaca)

The Oxnard School District (“OSD”), in collaboration with Oxnard College, will be facilitating the Student and Parent Leadership Summit on June 3, 2017 at Oxnard College, in an effort to build upon OSD families’ strengths and to continue to fortify parent-school and college relationships.

Through the summit, the Oxnard School District’s goal is to educate and support students and parents of English learners by providing:

- Featured speakers on topics such as college access, A-G requirements and literacy, financial aid, parent empowerment strategies for students struggling with behavior, gang awareness education, and developing gross motor skills through engaging fitness activities.
- Local colleges, universities and community organizations will be available to offer information and answer questions.

FISCAL IMPACT:

N/A – Information only

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees receive an overview of the June 3, 2017 Student and Parent Leadership Summit, as presented.

ADDITIONAL MATERIAL:

OSD Student and Parent Leadership Summit flyer (1 page)

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 3, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: X
- C. Consent Agenda _____
Agreement Category: ___ Academic
 ___ Enrichment
 ___ Special Education
 ___ Support Services
 ___ Personnel
 ___ Legal
 ___ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2017-2018 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 the items listed below:

- Article 3 Grievance Procedure
- Article 6 Duty Hours
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions

FISCAL IMPACT:

None.

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2017-18 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 4/4/17 (1 page)
- Letter to OSSA President dated 4/4/17 (1 page)
- District's Initial Bargaining Proposals to OSSA for 2017-18 (1 page)
- Letter dated 2/22/17 from OSSA President to the District (2 pages)
- Notice of Public Hearing (1 page)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 4, 2017

Ernest Morrison, President
Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2017-18

Dear President Morrison,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, Certificated HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 6 (Duty Hours), Article 9 (Evaluations), and Article 11 (Leave Provisions).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the April 19, 2017 Board agenda with the Public Hearing to be scheduled on May 3, 2017. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 4, 2017

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2017-18

Dear Ms. Muth,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 6 (Duty Hours), Article 9 (Evaluation), and Article 11 (Leave Provisions).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the April 19, 2017 Board agenda with the Public Hearing to be scheduled for May 3, 2017. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp
Enclosure



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2017-18

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 6 Duty Hours

- The District seeks to enter into discussions regarding OSSA Duty Hours.

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 11 Leave Provisions

- The District seeks to enter into discussions regarding the OSSA Leave Provisions.



February 22, 2017

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2017-2018 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Jose Carranza, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 3 – Grievance – The Association seeks discussion regarding Grievance procedures.

Article 7 – Assignments - The Association seeks discussion regarding Assignment procedures.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Sincerely,

Brenda Muth, President

Oxnard Support Services Association



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING

April 20, 2017

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, May 3, 2017 at 7:00 p.m. in the Board Room of the Educational Services Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, California to Sunshine the Oxnard Supportive Services Association's (**OSSA**) and the Oxnard School District's Initial Proposals for 2017-18 Negotiations, pursuant to Govt. Code Section 3547.

By: Dr. Jesus Vaca
Assistant Superintendent
Human Resources & Support Services
(805) 385-1501, ext. 2050

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- | | | | |
|-------|-----------------------|-------------------------------|---|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | Agreement Category: |
| | | | <input checked="" type="checkbox"/> Academic |
| | | | <input type="checkbox"/> Enrichment |
| | | | <input type="checkbox"/> Special Education |
| | | | <input type="checkbox"/> Support Services |
| | | | <input type="checkbox"/> Personnel |
| | | | <input type="checkbox"/> Legal |
| | | | <input type="checkbox"/> Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies | 1 st Reading _____ | 2 nd Reading _____ |

Approval of Agreement #17-02 – Regents of University of Colorado (Freeman/DeGenna)

The Bilinguals United for Education and New Opportunities (BUENO) and Literacy Squared are programs recognized nationally for their work with ethnically and linguistically diverse students and their teachers. The BUENO Center for Multicultural Education is operated by the University of Colorado and has been conducting research focused on bilingual, multicultural and special education for over 40 years. The center also facilitates comprehensive professional learning for educators and advocates for culturally and linguistically diverse learners. The Agreement to secure services from the BUENO center is being entered into with the Regents of the University of Colorado (“Consultant”). Pursuant to the Agreement, BUENO staff will visit schools with TBE classes at their sites, analyze data, and meet with different stakeholders to evaluate the district’s TBE Program. A report regarding their findings will be delivered to the Board of Trustees at the December 2017 Board meeting.

Since the Agreement is being entered into with a public agency organized under the Colorado Constitution, the indemnity language was replaced with the following language that Consultant indicates is acceptable under Colorado law:

- a. The University shall be responsible for the negligent and intentional acts and omissions of its officers, agents, employees and legal representatives with respect to its obligations under this subcontract. The Sponsor understands and agrees that the liability of the University, the State of Colorado and their officers and employees, relating to actions that lie in tort or could lie in tort, is controlled and limited by the Colorado Governmental Immunity Act, Colorado Revised Statute (“CRS”) § 24-10-101 et seq. The Sponsor also agrees that nothing in this subcontract shall be construed as a pledge of the full faith and credit of the State of Colorado, as the assumption by the University of a debt, contract or liability of the Sponsor in violation of Section 1 of the Constitution of the State of Colorado. Any provision in this subcontract, whether or not incorporated herein by reference or otherwise, will be controlled or otherwise modified to limit any liability of the University, the State of Colorado and their officers and employees to that set forth in the above-cited laws.

Another change made to the Agreement in consideration of Consultant’s status as a public entity was to delete the language concerning governing law and venue. These changes were made at the request of Consultant and after consultation with the District’s general counsel.

FISCAL IMPACT:

Not to Exceed \$60,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-02 with the Regents of University of Colorado.

ADDITIONAL MATERIALS:

Attached: Agreement #17-02, Regents of University of Colorado (13 Pages)
Proposal (4 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-02

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of April, 2017 by and between the Oxnard School District (“District”) and Regents of University of Colorado (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (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 Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. The University shall be responsible for the negligent and intentional acts and omissions of its officers, agents, employees and legal representatives with respect to its obligations under this subcontract. The Sponsor understands and agrees that the liability of the University, the State of Colorado and their officers and employees, relating to actions that lie in tort or could lie in tort, is controlled and limited by the Colorado Governmental Immunity Act, Colorado Revised Statute (“CRS”) § 24-10-101 et seq. The Sponsor also agrees that nothing in this subcontract shall be construed as a pledge of the full faith and credit of the State of Colorado, as the assumption by the University of a debt, contract or liability of the

Sponsor in violation of Section 1 of the Constitution of the State of Colorado. Any provision in this subcontract, whether or not incorporated herein by reference or otherwise, will be controlled or otherwise modified to limit any liability of the University, the State of Colorado and their officers and employees to that set forth in the above-cited laws.

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Dr. Ana DeGenna
 Phone: 805.385.1501, x2301
 Fax: 805.486.7358

To Consultant: Regents of University of Colorado
 The BUENO Center
 249 UCB
 Boulder, CO 80309-0249
 Attn: David Nieto
 Phone: 303.492.5416
 Email: david.nieto@colorado.edu

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. ANA DEGENNA** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

31. **Arbitration.** In cases where a dispute arises in relation to this subcontract, the parties agree to make every effort to settle it upon non-binding dispute resolution. Disputes which are not resolved by the agreement of the parties may be settled by appropriate legal action or such other procedures as may be agreed to by the parties or required by law.

32. **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:

REGENTS OF UNIVERSITY OF COLORADO:

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 #17-02

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-02

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Initial 4-day visit	Sept/Oct. 2017
B. Data Analyses	November 2017
C. Preparation and delivery of final report	December 2017
D. Plan for Professional Development follow-up	Spring 2018

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 #17-02

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-02

COMPENSATION

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

Total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$60,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-02

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-02

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 #17-02

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 #17-02

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-02

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Vendor Name: BUENO Center for Multicultural Education & Literacy Squared	Vendor Contact Name: David Nieto (The BUENO Center) Susan Hopewell (Literacy Squared)
Vendor Company: The University of Colorado	Phone: 303.492.5416 (David Nieto) 303-492-8479 (Susan Hopewell)
Vendor Address: School of Education UCB 247 University of Colorado Boulder, Colorado 80309-0247	Vendor email: david.nieto@colorado.edu susan.hopewell@colroado.edu

January 19, 2017

Oxnard School District

Transitional Bilingual Elementary Program Review Proposal
2017-18

Bilinguals United for Education and New Opportunities (BUENO) and Literacy Squared are located in the School of Education at the University of Colorado, Boulder. Both programs are recognized nationally for their work with ethnically and linguistically diverse students and their teachers. Program staff is dedicated to facilitating equal educational opportunities for culturally and linguistically diverse students as well as students with special needs. We administer a range of undergraduate and graduate research projects, conduct audits, evaluations, assessments and reviews of second language acquisition programs and strongly promote quality education for all students with an emphasis on bilingualism, biliteracy, and cultural

pluralism. Moreover, we assist school districts in moving from theory to practice via comprehensive professional development particularly with regards to the development of biliteracy.

It is with a great deal of enthusiasm that we respond to your Request for Proposal for the 2017-2018 academic year.

SCOPE OF SERVICES

In order to review Oxnard School District's Transitional Bilingual Education (TBE) Programs, and to provide recommendations on program improvement and to propose specific initiatives with regard to instructional strategies and program development including building biliteracy trajectories within TBE models, a team composed of four BUENO and Literacy Squared staff will conduct classroom observations to total no less than 36 K-2 TBE classrooms, facilitate 12 focus groups with teachers, administrators, and district coaches, review district documents and curriculum materials as well as district-provided student academic achievement data over the course of 4-day visit.

Following the visit, the staff will analyze the data and prepare a report that includes findings from the visit along with recommendations regarding program model, implementation, and staff development specifically with a focus on language and literacy development.

TIMELINE

- Initial 4-day visit: September/October 2017
- Data Analyses: November 2017
- Preparation and delivery of final report: December 2017
- Plan for professional development follow up: Spring semester 2018

DISTRICT OBLIGATIONS

In preparation for visits to the schools in the district, Principals from each of the schools in the District will provide our team the following information:

1. A list of all TBE teaching staff in the schools to be visited, including tutors and paraprofessionals, library aides or other individuals that provide instruction to targeted students.
2. A daily schedule of teachers in the buildings, including time when Spanish literacy and English language development is provided.
3. Provide a list of assessments used to assess language proficiency of program participants as well as tests used to assess program participants' academic proficiency in reading and other academic areas (math, science, social studies, etc.).
4. A description of instruction provided to students in the TBE model.

5. A list of assessment protocols and processes and instruments used to identify students who speak languages other than English.
6. Curriculum materials that are used in grades K-2 in the TBE classrooms.
7. If needed, the school and/or district will provide teachers with release time, alternate schedules, or substitutes so that may participate fully in observations and focus groups.

SUGGESTED VISITATION FORMAT

Morning Classroom Visits

- 2 classrooms at each grade level at each school with a TBE program to be observed (½ hour Spanish language literacy & ½ hour English language development)

Afternoon Data Collection

- 1 focus group per school
- Document analysis
- Interviews with a variety of stakeholders

NOTE

This proposal includes only the initial evaluation and report. If Oxnard School District chooses to engage us for future endeavors (for example professional development), we will execute a separate proposal.

Tentative Budget to Review TBE Schools in Oxnard School District

	<u>Cost</u>
1. Development of observation, focus groups, and interview protocols	\$ 5,000
2. 4 Days – Classroom observations & data collection	\$ 40,000
3. Data Analyses	\$ 5,000
4. Preparation of final report	\$ 5,000
5. Travel & lodging (air travel, rental car, lodging, per diem, incidentals for 4 staff members)	\$ 5,000
Total Cost	\$60,000*

*Included in this budget is a university required 8% overhead fee.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village CO 80111	CONTACT NAME: Anita Bruner PHONE (A/C, No, Ext): 303-889-2574 E-MAIL ADDRESS: anita_bruner@ajg.com	FAX (A/C, No): 303-889-2575	
	INSURER(S) AFFORDING COVERAGE		
INSURED University of Colorado c/o University Risk Management 1800 Grant Street, Ste 700 Denver CO 80203-1125	INSURER A: Princeton Excess & Surplus Lines In		NAIC # 10786
	INSURER B: Arch Insurance Company		11150
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1230192895

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 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 <input checked="" type="checkbox"/> Educ Legal Liab. <input checked="" type="checkbox"/> SIR - \$1,250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N3A3RL000001010	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Excluded MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$None PRODUCTS - COMP/OP AGG \$Included \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR Limit <input checked="" type="checkbox"/> \$1,250,000			N3A3RL000001010	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$Included BODILY INJURY (Per person) \$InAbove BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCX002954808	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000


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

For WC Coverage - SIR - \$1,500,000.

University of Colorado BUENO Center for Multicultural Education and Literacy Squared
Transitional Bilingual Elementary Program Review Proposal 2017-2018

CERTIFICATE HOLDER

CANCELLATION

Oxnard 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 
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #17-04 - UC Santa Barbara-MESA Program–Frank & Fremont Academies (Freeman/Joyce/Brisbine)

MESA is a program designed to serve educationally disadvantaged students and to the extent possible by law, emphasize participation by students from groups with low rates of eligibility for four-year colleges (including first generation college graduates). MESA Program is designed to support students from sixth grade through university. The MESA Program accomplishes its goals by focusing on student academic development in STEM, College and STEM career preparation, teacher professional development, and parent education involvement.

Term of Agreement: July 1, 2017 through June 30, 2020

FISCAL IMPACT:

Frank: Title 1 – Not to Exceed \$1,400.00 per year
Fremont: Title 1 - Not to Exceed \$1,400.00 per year

RECOMMENDATION:

It is recommended by the Principals Frank and Fremont Academies, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-04 with UC Santa Barbara–MESA Program.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-04, UC Santa Barbara-MESA Program (12 Pages)



UNIVERSITY OF CALIFORNIA, SANTA BARBARA



**UCSB MESA – Oxnard School District
ACADEMY SCHOOL SITE AGREEMENT
Academic Years 2017-20**

OXNARD SCHOOL DISTRICT INFORMATION

District Name: Oxnard School District
School Names (full): *SEE BELOW
Mailing Address: 1051 South A Street.
Oxnard, CA 93030
Phone: (805) 487-3918 or 385-1501
Fax: (805) 486-6084

District Administrator: **Robin I. Freeman,**
Assistant Superintendent, Educational Services
District Representative: Anna Thomas,
Director, Curriculum, Instruction and
Accountability
Website: <http://www.oxnardsd.org>

SCHOOL INFORMATION – FRANK ACADEMY OF MARINE SCIENCE AND ENGINEERING

School Name (full): Frank Academy of Marine
Science and Engineering
Mailing Address: 701 North Juanita Ave., Oxnard,
CA 93030
Phone: (805) 385-1536
Fax: (805) 981-2754

Principal: Dr. Liam Joyce
MESA Advisor(s): Fred Pantoja
Shawn Quien
Website:
<http://www.oxnardsd.org/frank/Home.aspx>

SCHOOL INFORMATION - FREMONT ACADEMY OF ENVIRONMENTAL SCIENCE AND INNOVATIVE DESIGN

School Name (full): Fremont Academy of
Environmental Science and
Innovative Design
Mailing Address: 1130 North M Street, Oxnard,
CA 93030
Phone: (805) 385-1539
Fax: (805) 485-2486

Principal: Greg Brisbine
MESA Advisor(s): William Milton
Paul White
Karen Presburger
Website:
<http://www.oxnardsd.org/fremont/Home.aspx>

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) Schools Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships (OEP) and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students and, to the extent possible by law, emphasizes participation by students from groups with low rates of eligibility for four-year colleges (including students who will be in their families' first generation of college graduates). MESA provides an intersegmental pipeline of academic services from upper elementary through university level to increase the number of these students who graduate with degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Oxnard School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

To accomplish the MESA goals and outcomes, the program consists of four main areas of work:

1. Student Academic Development in STEM
2. College and STEM Career Preparation
3. Teacher Professional Development
4. Parent Education and Involvement

Specifically, UCSB MESA program serves its middle school students with innovative academic planning for high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent college-support education and leadership training, and professional development for advisors.

This partnership agreement is made, in consideration of mutual conditions and terms, by and among the SCHOOL DISTRICT, SCHOOL, MESA ADVISOR, and the UCSB MESA CENTER., hereinafter referred to by these terms. Any party may withdraw from this agreement with proper notice and written communication.

This MOU between Oxnard School District (OSD) and the University of California, Santa Barbara (UCSB) has two primary purposes: 1) a MESA Program partnership agreement and 2) data sharing between OSD and the UCSB Office of Education Partnerships that houses the UCSB MESA Program.

Under this agreement, *FRANK and FREMONT ACADEMIES* consent to:

1. Support MESA's philosophy, objectives and **program model**.
2. Support and implement MESA's **targeting policy**. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
3. Assign credentialed mathematics or science teacher(s), or a Counselor, to serve as the school-site **MESA Advisor(s)**, in consultation with and agreement by the MESA Center Director. The number of Advisors is contingent upon active student enrollment in MESA, aiming for balanced student cohorts that are retained throughout intermediate school. The officially designated MESA Advisor(s), not to

exceed three Advisors per school site, serve(s) as the school's lead for the school-site MESA program, interfacing directly with the UCSB MESA Center and staff.

4. Provide **school facilities and services**, at least once a week, for MESA Program activities.
5. Provide access to students, **student level data**, and student academic records, including transcripts, with written parent permission to release student information to UCSB. This access is necessary to select, monitor and guide MESA participants. Sensitive information will be held in strict confidence.
6. Maintain an official **student enrollment** of at least 25-30 eligible students per grade level or per MESA Advisor (1-2 advisors per school site based upon student enrollment and participation in MESA).
7. Support MESA **student retention** and development of **cohorts**, middle school through high school graduation. To achieve this, a MESA goal is to serve a comparable distribution of student numbers between different grade levels. Emphasis is placed on enrolling MESA students at the school's earliest grade level, and retaining students through their transition to high school, and through high school to graduation.
8. Provide **release time** for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site covers substitute teacher pay. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school or on weekends.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount determined by the school site and/or Oxnard School District, but at least matching the individual stipend amount(s) paid by the UCSB MESA Program, per academic year. This amount may be prorated depending upon the number of official MESA Advisors per site, an Advisor's length of service, number of eligible and enrolled students served, advisor-student ratio, planning, curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities. Advisor's OESD or school site stipends are paid directly and independently of the MESA Advisor stipend. All stipend amounts are dependent upon funding availability.
10. Provide **transportation** for MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, including (but not exclusively) Engineering and STEM events, college campus tours, Science & Technology MESA Day (MESA Day Prelims), other MESA Days (including MESA Regional Finals, and State Finals). Generally, activities requiring bus transportation are limited to three events per year.
11. Provide **travel expenses** (lodging and meals) for qualifying students, and their advisors and chaperones, for occasional MESA events requiring lengthy trips and overnight stays at the destination (typically in two-year cycles for Regional MESA Day Finals at CSU Fresno or UC Santa Cruz).
12. Provide appropriate district or **school-site funds**, on a case-by-case basis, and **in-kind support**, to supplement MESA funds and student materials, and to assist with program implementation and advisor needs.
13. Work cooperatively with school staff/faculty and the MESA Center Director and staff to explore and promote the establishment of a **MESA period, class, or an elective course**, scheduled during the regular school day. For such a MESA period (class), the instructor(s) will be compensated by the District or school site, and will also serve as a MESA Co-Advisor.
14. Provide appropriate **funds for instructional and student materials for MESA periods, classes, elective courses** scheduled during regular school day.
15. Provide **facilities** at the school site(s) for **parent / family MESA programs** (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.

16. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that at least **50% of MESA students complete Algebra I (or Common Core equivalent) by grade 8.**
17. Assist the MESA Center in **identifying potential field trip sites, guest speakers, or other enrichment opportunities** that foster program objectives.
18. Keep the **MESA Center informed** about school policies, administrative changes, course options and proceedings (e.g., student/parent handbooks, new course descriptions, academy developments, newsletters, and curriculum advancement, general school program information sessions, and include the MESA Program on the community partners' mailing list and district / school program websites).
19. Defend, indemnify and hold **University of California**, its officers, employees and agents harmless from and against any and all **liability**, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, agents or employees.
20. Insure, at its sole cost and expense, its activities in connection with this agreement and obtain, keep in force, and **maintain insurance** as follows :

A. COMMERCIAL FORM GENERAL LIABILITY (contractual liability included) with minimum limits as follows:

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products/Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. BUSINESS AUTOMOBILE LIABILITY

For District owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

C. WORKERS' COMPENSATION as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and Provider against other insurable risks relating to performance.

E. ADDITIONAL REQUIREMENTS:

1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as follows:

REGENTS OF THE UNIVERSITY OF CALIFORNIA

Contracts and Property Office
3203 SAASB Bldg
University of California
Santa Barbara, CA 93106

4. Certificates shall provide for advance written notice to University in accordance with policy provisions of any modification, change, or cancellation of any component of the insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

1. **Support the terms** outlined above in the District / Schools' section of this agreement.
2. Serve as the **lead for the MESA Program at the school site**, and work closely and cooperatively, with MESA Center staff to ensure the program's proper implementation.
3. **Attend, participate, and supervise MESA-sponsored activities**, including: regular student activity sessions, college campus tours, STEM education field trips, MESA Academies, Preliminary MESA Day Competitions (including Science & Technology MESA Day), Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
4. **Participate in professional development**, including regular MESA Advisor meetings, advisor training(s), and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 4 times a year, and attendance is required. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
5. Coordinate the **identification and recruitment of eligible and targeted students** for the school site program within the established guidelines, per the School's section of agreement which reads as follows: Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
6. Meet **deadlines for required forms**, including student enrollment, sign-up's, permission forms, communications' response, and data submission. Extensions may be granted for extenuating circumstances and with advance communication to, and approval from, the MESA Center before the actual deadline.
7. Review for proper completion and required signatures, and submit to the MESA staff required **Student Enrollment** documents and Waivers by the associated deadline(s), *which will be November of each academic year*.
8. Maintain and submit monthly, accurate, clear and detailed **Student Activity Records**.
9. Request extra or special activity materials, which are not regularly provided by the MESA Center, in advance to the MESA Center staff. Most **materials** that are regulation and required for official student competitions are provided by the MESA Center in reasonable quantities for the number of students who will compete in MESA Days. Provision of other materials is dependent upon funds and supplies, and cannot be guaranteed by the MESA program.
10. Maintain and submit accurate, clear and detailed **receipts** – within a short period of time - for any materials purchases that, previously, were requested and approved in writing by the MESA Center Director.

11. Assemble **MESA students** and conduct hands-on mathematics/science **enrichment activities** after-school, or during a designated additional time period, for at least one hour per week, and preferably for two hours on average. Activities should be focused on MESA Day events and supplemental STEM lessons.
12. Promote **academic preparation and college motivation information** with students, and assist MESA staff with academic preparation exercises for students.
13. Implement, not necessarily exclusively, the **curricular resources** provided by the MESA Center.
14. **Communicate regularly** with the MESA Program Director, Coordinator(s) and MESA Center Staff, particularly with respect to program progress, needs, concerns or special requests.
15. Assist the MESA Center in **identifying** potential field trip sites, guest speakers, other **enrichment opportunities, and resources** that foster program objectives.
16. Provide the MESA Center with **constructive feedback** on how to improve the program's operation, success, efficiency, and curricular resources.

Under this agreement, and subject to available funding, the *University of California, Santa Barbara MESA Schools Program* consents to:

1. Make **final selection of the MESA Advisor(s)**, in consultation with the School Site Administrator, to be reviewed at the start of each new academic year.
2. Plan and conduct **two annual Advisor Meetings** or information sessions.
3. Provide the MESA Advisor(s) with **review sessions, trainings and professional development** opportunities related to the MESA model.
4. **Work closely and cooperatively with the MESA Advisor(s)** to develop and implement the MESA Program.
5. Assist school-site personnel and Advisor(s) with the recruitment, selection, enrollment, and retention of **eligible MESA student participants**.
6. Maintain and use all **student data** provided by the school site in **strict confidence** and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
7. Conduct, guide or assist with **orientation and recruitment sessions** for prospective MESA student participants and their parents.
8. Provide **personnel and financial resources, subject to available funding, for the implementation of the MESA model**. This includes coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount not to exceed \$700 each, nor to exceed \$1400 for the total number of advisors at a school site, per academic year. Individual advisor stipends will be paid directly to advisor by the UCSB MESA program. The stipend amount per advisor is determined by the number of MESA-approved advisors who are serving the prescribed student cohort composition. Advisors' stipends are pro-rated depending upon the number of official MESA advisors per site, an advisor's length of service, number of eligible and enrolled students served, advisor-student ratio, planning, and participation in curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities.

10. Maintain and submit **official MESA enrollment records and reports** regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
11. If available, assign a mentor or tutor (generally, a college MESA student) to **assist the MESA Advisor(s)** with MESA Day project preparation, academies, pre-competitions, and STEM activities.
12. Provide educational, outreach leadership, and STEM **activities for parents** of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
13. Work closely with MESA Advisor(s) to provide **academic preparation, college knowledge, career information**, particularly in STEM fields, for MESA students.
14. **Coordinate recurrent MESA events**, including Science and Technology MESA Days, and Regional MESA Days.
15. Provide facilities at **UCSB or affiliated local college sites** for special MESA activities.
16. Act as the **liaison between the district, school site and the Statewide MESA Office** and affiliated MESA Centers.
17. Manage the **administrative responsibilities** of the program.
18. **Seek external financial and in-kind support** for enrichment activities through grants, proposals and other partnerships.
19. **University shall defend, indemnify and hold School District, its officers, employees and agents harmless** from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Under this agreement, the Oxnard School District, *FRANK and FREMONT ACADEMIES*, consents to the following data sharing:

This agreement, states the conditions under which the Oxnard School District (hereinafter referred to as "SCHOOL DISTRICT") may release personally identifiable student information to the University of California, Santa Barbara and their Authorized Users (hereinafter referred to as "UCSB Authorized Users - UCSB administrators, program directors and staff") in the Office of Educational Partnerships (OEP) (listed in Section 2.3). The primary purpose of releasing the personally identifiable information is to allow UCSB's Authorized Users to provide direct educational program services to OSD students through OEP and to conduct institutional and program evaluation of these services to identify appropriate academic and policy-related interventions related to enhancing student achievement. This agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

1. Statement of Work

- 1.1 Responsibilities of the University. OEP's work focuses on increasing college going rates, in particular, improving academic preparation, college awareness and planning, and enhancing parental leadership and school involvement. Our Mathematics, Engineering, Science Achievement (MESA) program deliver services that are targeted to students with the greatest need. Students with the greatest need are determined by their overall academic performance, in particular, performance in key content areas (English, math, and science) as well as standardized tests such

as the CAASPP. OEP is funded by state funds to serve educationally disadvantaged, first-generation college-bound, and/or limited income students.

1.2 Responsibilities of OESD.

- Provide access to MESA student education records pursuant to the terms in sections 2 and 3 of this agreement
- Communicate regularly and promptly with OEP staff, particularly with respect to changes, concerns or special requests
- Provide timely responses to communication

2. **Parties**

2.1 The University's performance hereunder shall be under the direction of Mr. Mario Castellanos (herein the "Representative"). In the event that the Representative becomes unable or is unwilling to continue work under this Agreement the University shall work with OSD to appoint a mutually agreed upon Representative for the duration of this Agreement.

2.2 The University's Representative may also be represented by other persons associated with the University and Representative to assist in any phase of the programs services effort. If applicable, this includes Dr. Micaela Morgan, OEP K-12 Programs Director and Dr. Lisa Rodriguez, OEP Evaluator.

2.3 The University's Authorized Users - UCSB administrators, program directors and staff are limited exclusively to the following program staff positions (not individuals regardless of position): OEP Executive Director, OEP Evaluator, K-12 Programs Director, MESA Director, and MESA Coordinator. Qualified UCSB Authorized Users shall be proficient and experienced in managing confidential data.

Dr. Micaela Morgan – OEP K-12 Programs Director and MESA Director
Enrique Guzman – MESA Coordinator
Rocio Mora – MESA Coordinator
Mario Castellanos – OEP Executive Director
Dr. Lisa Rodriguez – OEP Evaluator

2.4 The OSD Representatives are Anna Thomas, Director of Curriculum, Instruction, and Accountability, who will coordinate the approval of all evaluation research and data disclosure. The OSD Representative will monitor the evaluation research and data use to ensure that it is being conducted as proposed and meets the obligations of this agreement.

2.5 The OSD Sponsor is Robin I. Freeman, Assistant Superintendent, Educational Services. The OSD Sponsor will be the primary point person for OSD, and will monitor the program services to ensure that they are being conducted as proposed and meet the obligations of this agreement.

3. Disclosure of Student Records Data and Compliance with FERPA

3.1 The University will adhere to all legal requirements, including but not limited to the provisions of the Federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g). For the purposes of this agreement, the University will use data collected by the University and disclosed by SCHOOL DISTRICT in the performance of this agreement for a purpose other than those authorized under §99.31 of Title 34, therefore the University shall obtain parental consent for disclosure of student records using the SBUSD form in Exhibit A. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, the University will not disclose any data contained under this agreement in a manner that could identify any

individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.

3.2 The University 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' education 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. In no event will any personally identifiable information be released to any person or organization other than the UCSB's Authorized Users listed in Section 2.3 and SCHOOL DISTRICT;

3.3 The University shall destroy or return to the OSD Representative all data obtained under this agreement upon the earlier of i) termination of this agreement, or ii) when data are no longer needed for the purposes for which the agreement is drawn. In any event, return or destruction of data shall not occur later than 7 years after the child reaches the age of maturity (18 in California).

3.4 The University's single authorized Representative to request student and/or employee records data, if applicable, is the OEP Evaluator. This request will be sent via an email from the OEP Evaluator to the OSD Representative.

3.5 OSD agrees to temporarily release student records for the duration of this agreement to University subject to FERPA and OSD policies and procedures. OSD agrees to do so by creating secure single-user accounts in the student information system to disclose the following student records data and Personally Identifying Information to the UCSB Authorized Users listed in Section 2.3 as the representative(s) of the University:

- Student Name
- Student Local ID
- CA State ID
- Smarter Balance Test Data
- California English Language Development Test Data
- Spanish Assessment of Basic Education Test Data
- A-G and Other Courses Taken
- Course Grades
- GPA
- Attendance
- Internal Benchmark/Assessment Data
- Parent Education Level
- Free and Reduced Lunch status
- Language Classification
- Gender
- Ethnicity
- Home Phone
- Mailing Address
- Enrollment History
- Current Enrollment Site and Grade Level

3.6 University's Representative(s) is permitted to disclose student records and Personally Identifying Information to other UCSB project personnel, but only to the extent this information is required by project personnel to meet their obligations to the performance of this agreement.

3.7 The SCHOOL DISTRICT reserves the right to withhold personally identifiable student data from UCSB's Authorized Users at any time.

3.8 The SCHOOL DISTRICT and The University agree to hold the data in strict confidence. The University shall retain data furnished by the school/district and in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The SCHOOL DISTRICT and the University agrees that any computer on which the data reside will be password-protected at all times. All data shall be sent via a security encrypted site.

4. Reports

4.1 The University shall provide OSD with an interim technical report by June 30 annually to the OSD Representative. A final technical report (herein the “Report”) of program outcomes is due within ninety (90) days after the end date of this Agreement to the OSD Representative. All data in reporting must be presented in aggregate form, such that any individual student or the student’s parent(s)/guardian(s) may not be identified.

4.2 The University and OSD acknowledge and agree that OSD may not and will not disclose to the UCSB Representative any personally identifiable information (PII) from student and/or employee records unless as specified under Section 7 of this Agreement. All data in reporting must be presented in aggregate form, such that any individual student or the student’s parent(s)/guardian(s) may not be identified, unless the report is for internal OSD staff use only.

5. Performance Period

5.1 The period of performance and the term of this Agreement will commence on July 1, 2017 and will conclude on August 30, 2020; it may be renewed every three years by a modification to this agreement pursuant to section 13.

6. Cost

6.1 The parties acknowledge and agree that the University will provide the services described in this Agreement at no cost to OSD. The parties acknowledge and agree that OSD will provide the services described in this Agreement at no cost to the University. The cost of fingerprinting and TB testing will be borne by UCSB; OSD will not provide reimbursement.

7. Publication

7.1 OSD does not permit that the University use the information and the data collected by or provided to the University in connection with this Agreement for research purposes such as academic research conferences or scientific publications.

8. Governing Law

8.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California, and without regard to the conflict of laws provisions thereof.

9. Notice

9.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to the University: Mr. Mario Castellanos
Executive Director, Office of Education Partnerships
1501 South Hall
University of California, Santa Barbara
Santa Barbara, CA 93106-3011

If to SBUSD: Robin I. Freeman
Assistant Superintendent, Educational Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030

With a copy to: Anna Thomas
Director, Curriculum, Instruction & Accountability
Oxnard School District
1051 South A Street
Oxnard, CA 93030

10. Termination

10.1 Either the University or OSD may terminate this Agreement without cause and without liability to the non-terminating party by giving at least thirty (30) days written notice to the other party.

11. Publicity

11.1 Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

12. Indemnification

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

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

13. Entire Agreement and Modification

13.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

Under this agreement, Oxnard School District and the University of California Santa Barbara MESA Schools Program consent to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES

Lisa Franz, Director of Purchasing

Date

Please print two copies. Send both original documents with appropriate signatures to the following address:

UC Santa Barbara
MESA Program
c/o Office of Education Partnerships
1501 South Hall
Santa Barbara, CA 3106-3011

TEL: 805.893.8347
FAX: 805.893.3871

When all signatures and Board approval are received, OSD and UCSB MESA will each receive an original copy.

Dr. Micaela Morgan, UCSB Office of Education Partnerships
UCSB K-12 Programs Director and Director of MESA Programs

Date

Mr. Mario Castellanos, UCSB Office of Education Partnerships
Executive Director and UCSB MESA Co-Principal Investigator

Date

Dr. Glenn Beltz, UCSB College of Engineering Associate Dean
and UCSB MESA Principal Investigator

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - X Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-263 – Achieve NOW (Freeman/Elisondo)

In an effort to support the Ramona Elementary School strand focus, Achieve NOW will provide and facilitate two (2) family science night sessions. The services will be broken into one (1) K-1st Grade session, and one (1) 2nd-5th Grade session. These sessions are a part of our plan for engaging parental support as noted in our SPSA plan.

FISCAL IMPACT:

Total cost not to exceed \$2,198.00 – School Site Funds-Targeted

RECOMMENDATION:

It is the recommendation of the Principal, Ramona School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-263 with Achieve NOW in the amount not to exceed \$2,198.00.

ADDITIONAL MATERIAL(S):

- Attached:** Agreement #16-263, Achieve Now (13 Pages)
- Proposal (1 Page)
- Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-263

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of May, 2017 by and between the Oxnard School District (“District”) and Achieve NOW (“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 4, 2017** through **May 31, 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 in Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Two Thousand One Hundred Ninety-Eight Dollars (\$2,198.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Mary Arias Elisondo
 Phone: (805) 385.1569
 Fax: (805) 486.7049

To Consultant: Achieve NOW
 12703 Oakthorn Lane
 La Mirada, CA 90638
 Attention: Rich Blagden
 Phone: (562) 713.5000
 Fax:

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

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

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

26. **Administration.** **MARY ARIAS ELISONDO** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACHIEVE NOW:

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 #16-263

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-263

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
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 #16-263

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-263

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$2,198.00

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

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

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

IV. The total compensation for the Services shall not exceed \$2,198.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #16-263

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-263

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

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

Not Project Related

Project #16-263

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 #16-263

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-263

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Achieve Science

I N V O I C E

Ramona Elementary School
804 Cooper Road
Oxnard, CA 93030
(805) 385-1569
Mary Arias, Principal
marias@oxnardsd.org

Quantity	Item	Description	List	Total
2	Family Science	"Family Science Night" - 45 minutes	\$3,500	\$2,198
		Wednesday, May 24, 2017		
		No deposit required - No recording devices		
		Balance due at conclusion of event		
			Subtotal	\$2,198
			Balance	\$2,198



CERTIFICATE OF LIABILITY INSURANCE

DAB
R002DATE (MM/DD/YYYY)
3/17/2017

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

PRODUCER		CONTACT NAME:	
AUTO CLUB INSURANCE AGENCY LLC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
253682 P:(866) 467-8730 F:(888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		NAIC#	
		INSURER A: Sentinel Ins Co LTD	11000
INSURED		INSURER B:	
RICH BLAGDEN DBA ACHIEVE NOW		INSURER C:	
12703 OAKTHORN LN		INSURER D:	
LA MIRADA CA 90638		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			72 SBM AH8018	01/27/2017	01/27/2018	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			72 SBM AH8018	01/27/2017	01/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 S A ST
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

POLICY NUMBER: 72 SBM AH8018



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE CALIFORNIA STATE PTA, ALL UNITS, COUNCILS AND DISTRICTS OF
THE CALIFORNIA STATE PTA AND ALL OF THEIR OFFICERS, DIRECTORS,
MEMBERS AND VOLUNTEERS.

THE CALIFORNIA STATE PTA
930 GEORGIA ST
LOS ANGELES, CA 90015-1322

SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 COCHRAN ST.
SIMI VALLEY, CA 93065

THE LAKE ELSINORE UNIFIED SCHOOL DISTRICT
545 CHANEY ST
LAKE ELSINORE, CA 92530

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
PO BOX 269
COVINA, CA 91723

CALIFORNIA STATE PTA
UNION BANC INSURANCE SERVICES
535 NORTH BRAND BLVD 10TH FLOOR
GLENDALE, CA. 91203

REDLANDS UNIFIED SCHOOL DISTRICT
PO BOX 3008
REDLAND, CA 92373

ONTARIO- MONTCLARE SCHOOL DISTRICT
950 W D ST
ONTARIO CA, 91762

POLICY NUMBER: 72 SBM AH8018



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
1400 E JANSS RD
THOUSAND OAKS, CA 91362

VISTA UNIFIED SCHOOL DISTRICT
1234 ARCADIA AVE
VISTA CA 92084

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
3985 BEAR ST
COSTA MESA, CA 92626

BALDWIN PARK UNIFIED SCHOOL DISTRICT
3699 N HOLLY AVE
BALDWIN PARK, CA 91706

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
31350 RANCHO VISTA ROAD
TEMECULA, CA 92592

BONITA UNIFIED SCHOOL DISTRICTITS BOARD OF EDUCATION, AGENTS,
EMPLOYEES AND VOLUNTEERS
115 W ALLEN AVE
SAN DIMAS, CA 91773

OXNARD SCHOOL DISTRICT
1051 S A ST
OXNARD, CA 93030

THE CITY OF ESCONDIDO, ITS OFFICIALS,
EMPLOYEES AND VOLUNTEERS
201 N BROADWAY
ESCONDIDO, CA 92025

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-265 – Mad Science of Los Angeles (Freeman/Flores-Beck)

Mad Science of Los Angeles will provide two (2) “Mineral Mania” workshops on May 30, 2017 for Driffill 5th grade students in classrooms #215-Dawn LaRaia & #216-Kathryn Lasley. Driffill School will be charged \$215.00 per workshop plus a one-time Travel Fee of \$50.00.

FISCAL IMPACT:

\$480.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Driffill School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-265 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-265, Mad Science of Los Angeles (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT #16-265 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM PRESENTATIONS
FOR DRIFFILL SCHOOL**

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Driffill School in the Oxnard School District (OSD). The purpose is to provide Mad Science "Mineral Mania" workshops for Driffill 5th grade students in classrooms #215-LaRaia & #216-Lasley.

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students at Driffill School. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science agrees to:**
 - a. Provide Science lessons from their "Mineral Mania" curriculum.
 - b. Provide pre and post presentation activities to be completed by participating students.
 - c. Certify that presenters have been fingerprinted and TB tested.
 - d. Carry insurance that conforms to the district requirements for liability, workers' compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - a. Compensate Mad Science for 2 workshops with (one per classroom) of science enrichment at Driffill School at the following rates:
 - i. Compensate Mad Science at a rate of \$215 per class presentation (two class presentations offered in one day)
 1. 2 classes per day - \$430
 2. Travel Fee-Workshop-\$50.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented May 4, 2017-June 16, 2017.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date:

MAD SCIENCE OF LOS ANGELES:

Lisa Balmain-Nadasdy, Sales Representative

Mad Science of Los Angeles
Sparking, Imaginative, Learning
15815 Monte St. Unit 101
Sylmar, CA 91342
Phone: 818-909-6777
Fax: 818-909-6771
<http://www.madscience.org/losangeles>

Date:

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>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District 1051 S. A Street Oxnard CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
X **Support Services**
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #17-03 – School Innovations & Achievement (Freeman/Ridge)

School Innovations & Achievement shall provide the Oxnard School District with Attention2Attendance (A2A) software and services for each school site for the period of July 1, 2017 through June 30, 2020, during the 2017-2018, 2018-2019, and 2019-2020 school years. This includes:

- Attendance Management Software and Analysis
- Letter Software Management of Initial Notification of Truancy Letters (NOT)
- Letter Software Management of Discretionary Attendance Notifications
- Conferencing Software
- Application Training Course and Materials
- Data Collection

FISCAL IMPACT:

\$81,800.00 per year, for three (3) years. Total cost not to exceed \$245,400.00 – District General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-03 with School Innovations & Achievement.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-03, School Innovations & Achievement (21 Pages)
Certificate of Insurance (11 Pages)



ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
OXNARD SCHOOL DISTRICT

This AGREEMENT (“Agreement”) dated May 3, 2017, is made by and between Oxnard School District (“District”) and School Innovations & Achievement, a California corporation (“SI&A”), each being a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the software and services described below;

WHEREAS, District has determined that SI&A is qualified to provide such software and services, which are not available from public sources accessible to District; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Agreement Period. The term of this Agreement (“Agreement Term”) begins July 1, 2017 (“Effective Date”) and will expire automatically on its own terms on June 30, 2020 (the “Expiration Date”). The Agreement Term consists of three (3) periods, each of which ends on June 30 of the years 2018, 2019, and 2020, and are as follows:

- July 1, 2017 to and including June 30, 2018 (“Agreement Year One”);
- July 1, 2018 to and including June 30, 2019 (“Agreement Year Two”); and
- July 1, 2019 to and including June 30, 2020 (“Agreement Year Three”).

Either Party may terminate, with or without cause, both Agreement Year Two and Agreement Year Three, or Agreement Year Three, by delivering written notice of termination to the other Party (“Termination Notice”). To be effective, any Termination Notice for both Agreement Year Two and Agreement Year Three, or Agreement Year Three must be received as follows:

- To terminate both Agreement Year Two and Agreement Year Three, Termination Notice must be received not less than 30 calendar days prior to June 30, 2018.
- To terminate Agreement Year Three, Termination Notice must be received not less than 30 calendar days prior to June 30, 2019.

2. **Grant of License.** Commencing on the Effective Date, SI&A grants to District a nonexclusive license, for the purposes and subject to the terms and conditions stated in this Agreement, for those users identified by District as needing to access the Software and Services (as those terms are defined in Section 3, below) as part of their job duties and approved by SI&A, which approval may not be unreasonably withheld (individually an “Authorized User” and collectively the “Authorized Users”), to use and access the Software and Services.

3. **Attention2Attendance – Base Program.**

Description of Software and Services. SI&A shall provide District the following software (“Software”) and services (“Services”) for each school site on Exhibit C (“Sites”) during the Agreement Period. The Software and Services provided pursuant to this Section 3 are collectively referred to as the “Base Program.”

3.1 Access By Authorized Users. Provide each Authorized User with a unique login username and password combination (an “Authentication Credential”), which District and its employees shall not disclose to any other person (including, but not limited to, other employees of District) other than the Authorized User for which SI&A issues the Authentication Credential. SI&A will issue Authentication Credentials for new Authorized Users during the Agreement Period. Such new Authentication Credentials shall be subject to the restrictions and requirements set forth above in this section pertaining to Authorized Users and Authentication Credentials.

3.2 Attendance Management Software and Analysis.

- Provide access to online software attendance analysis reports for the Authorized Users based on site comparisons, national studies and comparative trend analysis;
- Prepare Attendance Management and Analysis Reports; and
- Review the Attendance Management and Analysis Reports’ findings and recommendations with District.

3.3 Letter Software Management of Initial Notification of Truancy Letters (NOT).

- Provide access to a web based software system for the Authorized Users that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and

- b) Prepare and distribute, by United States mail, all Initial Notification of Truancy (“Truancy Letters”) to each applicable pupil’s parents or guardians, consistent with District policy.

3.4 Letter Software Management of Discretionary Attendance Notifications.

- a) Provide access to a web-based software system for the Authorized Users that produces optional attendance letters to parents or guardians of each applicable pupil; and
- b) Prepare and distribute by United States mail, discretionary attendance letters to each applicable pupil’s parents or guardians as is consistent with District’s truancy and excessive excused absence policy.

3.5 Conferencing Software.

- a) Provide access to a web-based software system for the Authorized Users that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;
- b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and
- c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil’s parents or guardians as is consistent with District’s conferencing policy.

3.6 Application Training Course and Materials. All training materials are included.

- a) Each day of on-site training consists of four (4) sessions with up to 25 people per session. (The number of days of on-site training required is determined by District size.) The on-site training will be provided on a mutually agreed upon date immediately after SI&A receives signed Agreement and configuration set up has been agreed upon for implementation purposes. Additional on-site training is available for an additional fee of \$2,500 per day.
- b) Services include complimentary technical support via the assigned Attention 2 Attendance (“A2A”) Team in addition to the SI&A Help Desk; and
- c) Unlimited access to Ongoing Online Application Courses & Trainings for the Authorized Users. This service includes an Implementation Manager to demonstrate application use via web hosted training applications.

3.7 Data Collection & General Provisions.

- a) SI&A will install and configure the Software, including the ROBOT, remotely. SI&A will only use commercially accepted practices to access District's data environment to install and configure interfacing applications between the Software, including the ROBOT and District's Student Information System. A list of data elements that the ROBOT will pull as part of the Services is attached to this Agreement as Exhibit F.
- b) SI&A will prepare and distribute via Secure File Transfer Protocol (SFTP) an electronic version of all letters that have been sent on an annual basis.
- c) When SI&A transfers District data originating on District's system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).
- d) District shall own all data and records provided to SI&A by District that are subject to California Education Code Sections 49073 et seq., ("District Data") and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District during the Agreement Period as set forth herein, and (ii) referencing and documenting SI&A's experience and capabilities, but only to the extent SI&A's use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder. Notwithstanding the foregoing, District grants SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data for any purpose otherwise allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
- e) SI&A will neither disclose District Data nor access District Data except as needed to perform the functions of the software as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution.
- f) SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend

hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond SI&A’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A’s employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3.8 Letter Types.

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included

4. **Achievement Initiative(s)**. In addition to the Software and Services outlined in the Base Program above, District has elected to include the Achievement Initiative(s) listed on Exhibit D-1. District may also elect to include the Optional Achievement Initiative(s) listed on Exhibit D-2. District will be responsible for paying the Base Program fee, plus the cost of the previously elected Achievement Initiative(s) as defined in Exhibit D-1, plus the cost of the Optional Achievement Initiative(s) selected on and defined in Exhibit D-2.

5. District’s Responsibilities; District Acknowledgment.

5.1 District will be responsible for the following:

- a) The substantive outcomes of the Software and Services;
- b) Preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software;
- d) Completing the Implementation Process and District Contact Information form attached hereto as Exhibit B;
- d) Accurately preparing and maintaining true and correct student documentation and records;
- e) Establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software;

- f) Providing support and computer equipment for the Authorized Users compatible with the technology requirements specified by SI&A, including, but not limited to, (i) providing any Authorized Users with a computer on which a web browser compatible with SI&A's software is installed and (ii) ensuring that the District's computer systems meet the technology requirements specified by SI&A for (1) the operation of the ROBOT or any other Software installed on District's systems pursuant to this Agreement and (2) access by SI&A to the data collected by the ROBOT;
- g) Ensuring that District personnel do not delete, modify, or otherwise impair the operation of the ROBOT or any other Software installed on District's systems pursuant to this Agreement;
- h) Ensuring that District and school personnel who use SI&A products and services participate in the training sessions provided to District by SI&A;
- i) Providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements;
- j) Notifying SI&A when an Authorized User no longer requires access to the A2A system so that SI&A may, in its sole and absolute discretion, deactivate the Authentication Credential for that Authorized User;
- k) Protecting SI&A Confidential Information (as that term is defined in Section 5.2, below) by taking steps to preserve the confidentiality of SI&A Confidential Information, which shall, at a minimum, include (1) all steps taken by District to protect District's own confidential information and (2) ensuring that no one other than an Authorized User accesses the Services, Software, Materials, or SI&A Confidential Information;
- l) Promptly advising SI&A in writing immediately once District becomes aware of any actual or threatened unauthorized use or disclosure of any of the SI&A Confidential Information (as that term is defined in Section 5.2, below);
- m) Ensuring that District and District personnel who use SI&A products or services, including, but not limited to, the Services and the Software comply with the terms and restrictions contained in this Agreement, including, but not limited to enforcing the terms of this Agreement as to its employees as to the confidentiality of the SI&A Confidential Information and taking such action, legal or otherwise, to the extent necessary to cause District's employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use (as such unauthorized uses are set forth in Section 5.2, below) of the SI&A Confidential Information by any of District's employees; and

- n) Within fifteen (15) business days of termination or expiration of the Agreement for any reason (including, but not limited to, any fault of SI&A or District) with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that such destruction has in fact been completed in its entirety (including, but not limited to, the permanent deletion of all electronic data) or (ii) return the SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

5.2 Restrictions. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the Software; manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing. Therefore, the rights granted to District in this Agreement are subject to the following:

- a) District acknowledges the confidential and proprietary nature of the SI&A Confidential Information and agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under this Agreement and solely during the term of this Agreement (the "Authorized Uses"). District shall not use or permit any of its employees to use any of the SI&A Confidential Information for any reason or purposes other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, those uses explicitly set forth below;
- b) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software, related materials pertinent to A2A Materials (the "A2A Materials"), and/or any SI&A Confidential Information available to any third party other than an Authorized User;
- c) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information or access the A2A Service, Software, A2A

Materials, or SI&A Confidential Information in order to build a similar or competitive product, software, or service or to assist any third party in building a similar or competitive product, software, or service, including, but not limited to, accessing the A2A Service, Software, A2A Materials or SI&A Confidential Information for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;

- d) Except as expressly stated herein, no part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or otherwise disclosed in any form or by any means (including but not limited to electronic, mechanical, photocopying, recording, or other means) except with the express prior written consent of SI&A;
- e) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval;
- f) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service, Software, A2A, or the SI&A Confidential Information (or any portion thereof);
- g) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software, the A2A Materials, and SI&A Confidential Information and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials;
- h) District agrees that District shall not for any reason direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party;
- i) District agrees that District shall not use the SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with SI&A;
- j) District agrees that District shall not use the SI&A Confidential Information in any way, shape, or form after the expiration or termination of this Agreement;
- k) District agrees that District shall not permit any use of the SI&A Confidential Information by a third party other than District except with the express prior written consent of SI&A;
- l) District agrees that District shall not use or permit to be used the SI&A Confidential Information in any way, shape, or form that attributes the SI&A

Confidential Information as having been created, developed, prepared, derived, designed, protected, or owned by any person other than SI&A;

- m) District agrees that District shall not use the SI&A Confidential Information in any way that is detrimental to the interests of SI&A;
- n) District shall carefully restrict access to the Services, Software, Materials, and SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement, including, but not limited to, the provisions of Sections 5.1 and 5.2 of this Agreement; and
- o) District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of this Agreement.

5.3 Right of Termination by SI&A. If District violates any of District's covenants, restrictions, or responsibilities in this Section 5, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 5.3, (a) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice, and (b) District will have ten (10) days to download and/or print all historical information and work in progress. SI&A's right of termination in this section 5 is in addition to, and independent from, any other right of termination contained within this Agreement.

6. Payment of Fees.

6.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Sections 3 and 4, above, and Exhibit D-1, District agrees to pay SI&A **\$81,800** annually, for the fiscal years 2017/18, 2018/19, and 2019/20 (the "Fee").

6.2 Payment. The annual Fee described above shall be paid as follows:

	Due 07/01/17	Due 07/01/18	Due 07/01/19
Standard Fee*	\$81,800	\$81,800	\$81,800

*There is an additional \$2,500 SIS change fee if District changes SIS during the Agreement Term. The fee will be due upon SI&A commencing with the implementation of the new SIS.

District acknowledges and agrees that payment of any outstanding installments of the Fee are due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Term.

7. **District's Representations and Warranties.** In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:
- 7.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;
- 7.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;
- 7.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;
- 7.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and
- 7.5 All of the information provided to SI&A is true and accurate in all respects.
8. **Disclaimer of Warranties.** Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.

9. **Survival.** The provisions of Sections 5, 6, 7, and 8, herein in addition to Standard Terms and Conditions #9, #10, #12, and #16, shall survive the termination of this Agreement.

10. **Entire Agreement.** This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

11. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

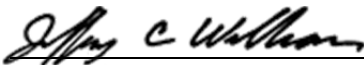
IN WITNESS WHEREOF, this Agreement is dated as of the date set forth above.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

OXNARD SCHOOL DISTRICT

Signature: 
Date: 3/10/2017
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date: _____
Print Name: Lisa A. Franz
Title: Director, Purchasing
Address: 1051 South A Street
Oxnard, CA 93030
Phone: (805) 385-1501
Fax: (805) 240-7582
Email: lf Franz@oxnardsd.org

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's software and services (the "Services") described in the Agreement to which this Exhibit A is attached detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that SI&A is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment.** For purposes of the Agreement, the price of products and services set forth in Section 5, Item 5.1 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination.** Upon termination of this Agreement in accordance with its terms, SI&A will invoice District for Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3 and the terms set forth in the Agreement. Upon the notice of termination from either Party, the District will have thirty (30) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a below).
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District and its employees properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any California District, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit E to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data and "Deidentified information" (as defined in Education Code section 49073.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
9. **Confidential and Proprietary Materials of SI&A.**
 - a. **Definition of SI&A Confidential Information.** During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature concerning SI&A; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the software programs commonly known as ATTENTION2ATTENDANCE® ("A2A") and Partnering4SpecialEd ("P4SE"); manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing.
 - b. **Restrictions on Use of SI&A Confidential Information.** District acknowledges the confidential and proprietary nature of SI&A Confidential Information, agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under the Agreement and solely during the term of the Agreement (the "Authorized Uses").
 - c. **Restrictions on Disclosure of SI&A Confidential Information.** District shall not disclose any SI&A Confidential Information except as allowed through the express prior written consent of SI&A.
 - d. **No Unauthorized Uses of SI&A Confidential Information.** District shall not use or permit any of its employees to use any of SI&A Confidential Information for any reason or purpose other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, (i) making derivative works or reverse engineering any software, program, process, form, report, analysis, or methodology owned or created by SI&A; (ii) using SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with the SI&A; (iii) any use of SI&A Confidential Information that is detrimental to the interests of SI&A; (iv) any use which attributes SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected or owned by any person other than SI&A; (v) any use of SI&A Confidential Information after the expiration of the agreement under which SI&A Confidential Information was provided to District; and (vi) any use of SI&A Confidential Information by a third party other than District.
 - e. **Restrictions on Access to SI&A Confidential Information.** District shall carefully restrict access to SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement. This Agreement is binding on District's employees, and District agrees to be responsible for enforcing the terms of this Agreement as to its employees as to the confidentiality of SI&A Confidential Information and to take such action, legal or otherwise, to the extent necessary to cause its employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use of SI&A Confidential Information by any of District's employees.
 - f. **Ownership of SI&A Confidential Information.** District agrees that District acquires no ownership interest of any kind in any portion of SI&A Confidential Information by virtue of this Agreement. Any and all derivative works created by District from SI&A Confidential Information shall be the sole and exclusive property of SI&A.

- g. **Security of SI&A Confidential Information.** District agrees to safeguard SI&A Confidential Information and to prevent the unauthorized use or disclosure thereof. In using SI&A software, District and the employees of District may be issued passwords, usernames, or other authentication credentials (collectively, "Authentication Credentials") to allow employees of District to access SI&A software. In issuing Authentication Credentials, SI&A may, in its sole and absolute discretion, specify an individual employee of District for whose sole use the Authentication Credential is issued. If SI&A identifies a specific employee for whose benefit an Authentication Credential is issued, District acknowledges, agrees, and covenants that (i) such Authentication Credentials are intended for the use of the individual for whom SI&A issued the Authentication Credential; (ii) District shall not, for any reason, direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party; and (iii) District shall take reasonable steps to ensure that no employee of District discloses an Authentication Credential to any other person, including, but not limited to, other employees of District.
- h. **Notification of Disclosure.** If, at any time during the term of the Agreement or after the term of the Agreement, District becomes aware of any unauthorized use or disclosure of any portion or part of SI&A Confidential Information in violation of this Agreement, District shall promptly advise SI&A in writing of such unauthorized use or disclosure of SI&A Confidential Information by any person (regardless of whether that person is District, an employee of District, a contractor of District, or a third party).
- i. **Documents Provided During Renewal Negotiations.** District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of the Agreement.
- j. **SI&A's Right of Termination.** If District violates any of District's covenants, restrictions, or responsibilities in this Section 9, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 9(j), (1) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (2) District will have ten (10) days to download and/or print all District Information (which is defined in Section 16.b below), which is not intertwined with any SI&A Confidential Information (which is defined in Section 9.a below). The right of termination contained in this Section 9(j) shall be in addition to, and independent from, any other right of termination provided for in this Agreement.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure section 638, et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure section 2017, et. seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the Parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Injunctive Relief.** District acknowledges that any breach of this Agreement by District or any of its employees may cause irreparable damage and harm to SI&A, and that remedies at law would be inadequate to protect against such breach of this Agreement. District agrees in advance to the granting of injunctive relief in favor of SI&A for any such breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages and without the requirement of posting a bond or other security, in addition to any other remedy to which SI&A would be entitled, all of which remedies shall be cumulative hereunder.
16. **Treatment of Information after Termination of Agreement.**
- a. **District's Treatment of SI&A Confidential Information.** Within fifteen (15) business days of termination or expiration of the Agreement for any reason, including, but not limited to, any fault of SI&A or District, District shall, with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that destruction or (ii) return SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.
- b. **SI&A's Treatment of District Information.** Upon termination of the Agreement, SI&A shall provide to District the certification required by Education Code section 49073.1(b)(7) with respect to any Pupil Records provided to SI&A by District pursuant to the Agreement. With respect to any and all data and records provided to SI&A by District or derived from data or records provided by District that are not Pupil Records or SI&A Confidential Information ("District Information"), SI&A shall preserve such District Information for a period of not less than one year. Upon the written request of District, SI&A shall return all originals and copies of District Information to District or destroy any originals and electronic copies of District Information. However, to the extent that District Information has become intertwined with SI&A Confidential Information, any and all reasonable expenses incurred by SI&A in ensuring that District's Information, as returned to District or destroyed by SI&A, does not contain any of SI&A Confidential Information shall be borne by District. Nothing in the Agreement or this Exhibit A obligates SI&A to return to District any SI&A Confidential Information.
17. **Conflict with Agreement.** To the extent that any term or provision of these Standard Terms and Conditions conflicts with any other term or provision of the Agreement, the term or provision which is in the Agreement shall control.
18. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B

Attention2Attendance® Implementation Process and District Contact Information

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Initial Call: Review Implementation process with contract signer.

Attention2Attendance® Welcome Call: Implementation web meeting with the contract signer and designated district stakeholders to review A2A process, determine target dates for training, and review district decision points.

ROBOT installation and initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Finalize the Production Schedule: The SI&A Implementation Team will provide a Production Schedule for the entire school year to the District Attendance day-to-day contact.

Final District Validation: The SI&A Implementation Team confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

Ongoing Service

Once Implementation is complete a Service Team will be assigned to your district.

- You will have access to:
 - Live Help Desk
 - Unlimited online training and support

- Throughout your agreement term you will have access to ongoing analysis and consultative reporting prepared and presented by SI&A. Reporting options are listed below:
 - Chronic Absentee Reports with student detail
 - Mid-Year Summary Report
 - Comprehensive End-of-Year Results

- Ongoing communications that may be sent by SI&A to all users:
 - A2A Did You Knows application tips and tricks
 - A2A Communiqués status and result updates
 - Weekly or every other week e-mail reminders during review period

District Contact Information

Day-to-Day District Attendance Contact

Name: Chris Ridge

Title: Director, Pupil Services

Phone: (805)385-1501 x2161

Email: mridge@oxnardsd.org

Day-to-Day District IT Contact

Name: Valerie Mitchell

Title: Chief Information Officer

Phone: (805)385-1501 x2101

Email: vmitchell@oxnardsd.org

If you have any questions please call Chelsea Nentwig at (800) 487-9234 x5199
We look forward to working with you!

Exhibit C
Sites

Cesar E. Chavez Elementary
Christa McAuliffe Elementary
Curren Elementary
Driffill Elementary
Elm Street Elementary
Emilie Ritchen Elementary
Fremont Intermediate
Harrington Elementary
Juan Lagunas Soria Elementary
Kamala Elementary
Lemonwood Elementary
Marina West Elementary
McKinna Elementary
Norman R. Brekke Elementary
Ramona Elementary
Richard B. Haydock Intermediate
Robert J. Frank Intermediate
Rose Avenue Elementary
San Miguel Elementary
Sierra Linda Elementary
Thurgood Marshall Elementary

Exhibit D-1
Achievement Initiative(s)

A. Tardy Letters.

Software and Services shall include the preparation and distribution of Tardy Letters as defined in the table below.

Letter Type:	District Letter Selections
Unlimited Tardy Letter 1	Included
Unlimited Tardy Letter 2	Included

Exhibit D-2
Optional Achievement Initiative(s)

Accept Decline

A. Chronic Absence Letter.

_____ X

Software and Services shall include the preparation and distribution of a Chronic Absence Letter as defined in the table below. For Chronic Absence Letter provided pursuant to the terms of this Addendum, and as an amount added to the Fee set forth in the Agreement (which collectively shall be referred to as the “Fee”), District agrees to pay SI&A **\$6,800**, annually.

Letter Type:	District Letter Selections
Chronic Absence Letter	Included

EXHIBIT E

PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

Statutory Provision	Procedure and/or Contractual Provision
<p>California Education Code § 49073.1(b)(1): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following:</p> <p>(1) A statement that pupil records continue to be the property of and under the control of the local educational agency.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(a).</p>
<p>California Education Code § 49073.1(b)(2): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.”</p>	<p>The services and software provided under this Agreement do not include any pupil-generated content.</p>
<p>California Education Code § 49073.1(b)(3): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(b).</p>
<p>California Education Code § 49073.1(b)(4): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.”</p>	<p>If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur:</p> <ol style="list-style-type: none"> 1. Parent, legal guardian, or eligible pupil may submit a request to District to run a Student Detail report using the District’s defined request procedures. 2. The Student Detail Report can be run in the A2A UI by a District representative for delivery to parent, legal guardian, or eligible pupil. 3. Any corrections the parent, legal guardian, or eligible pupil wishes to make may be conveyed in writing to the District representative who runs the Student Detail Report. 4. The District representative who runs the Student Detail Report will update information in their Student Information System, which will be transferred into A2A, or update information directly in A2A if applicable.
<p>California Education Code § 49073.1(b)(5): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.”</p>	<p>SI&A will:</p> <ol style="list-style-type: none"> a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format b. Conduct monthly reviews of user access to databases c. Conduct annual training on student data security for all SI&A employees. Training material is available to district upon request. d. Provide access to all notification letters on secure SFTP site.

	<p>e. Designate the Director of Technology as the responsible individual for maintaining the security of student data.</p>
<p>California Education Code § 49073.1(b)(6): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.”</p>	<p>SI&A’s notification to the District D2D contact noted in Exhibit B by the District in writing to SI&A will include the following components:</p> <ol style="list-style-type: none"> 1. Date of unauthorized disclosure 2. Description of disclosure 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues.
<p>California Education Code § 49073.1(b)(7): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (7)(A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).”</p>	<p>An aggregated copy of the districts performance during the time of the contract will be maintained within a reporting database. This is for district comparison purposes and does not contain any student identifiable information.</p> <p>PROCEDURE:</p> <ol style="list-style-type: none"> 1. All current student data will be anonymized and a unique SIA student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and prior year information. 2. All backups with district information will be recalled and destroyed. 3. Process will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A certified letter will be mailed to the District with a list of all activities completed. 6. Enforcement of SI&A’s certification that the above activities have been complete will be accomplished by audit reviews of the activities by the IT Manager.
<p>California Education Code § 49073.1(b)(8): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).”</p>	<p>For purposes of the federal Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), SI&A is considered to be a school official under Section 1232g(b)(1)(A), whose access to student data under this Agreement is in pursuit of SI&A’s legitimate educational interests in performing the services set forth under this Agreement.</p>
<p>California Education Code § 49073.1(b)(9): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.”</p>	<p>See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(e).</p>

Exhibit F

The following data elements will be used to track and report on attendance. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.

1. Student Demographic Data (e.g. Student ID, Grade, Ethnicity, Mailing Addresses, Home Languages, Parent/Guardian data, etc.)
 2. Attendance Data
 3. Discipline Data
 4. Course Schedules
-

Accept Decline

 X **OPTIONAL IN-DEPTH REPORTING**

Additional reporting is available but requires SI&A to pull **additional fields**. Please check any of the additional data elements below you would like SI&A to pull for aggregate level reporting purposes only.

- English Language Learner
- Free & Reduced Lunch Status
- Foster Care

CALIFORNIA CONTRACTS ONLY:

If District chooses to have SI&A pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SI&A as a “designee” authorized to review juvenile court files under California Welfare & Institutions Code Section 827.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2017

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

PRODUCER InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188	CONTACT NAME: Cynthia Sanderlyn PHONE (A/C, No, Ext): 916-609-8355 E-MAIL ADDRESS: csanderlyn@iwins.com	FAX (A/C, No): 916-979-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED SCHOOL11 School Innovations & Achievement 5200 Golden Foothill Parkway El Dorado Hills CA 95762	INSURER A: Citizens Ins Co of America	NAIC # 31534
	INSURER B: Allmerica Fin'l Benefit Ins Co	41840
	INSURER C: Hanover Insurance Company	22292
	INSURER D: The Travelers Indemnity Co	
	INSURER E: Travelers Cas& Sur Co of Amer	31194
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 290532352

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.

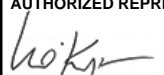
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZBFA28133703	5/1/2016	5/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWF993469904	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHFA28133802	5/1/2016	5/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9G05751216	3/31/2016	3/31/2017	<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
E	Cyber Liability (Claims Made)			106320028	7/1/2016	7/1/2017	Per Claim 1,000,000 Deductible 10,000

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

Re: All operations performed by Named Insured for Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

Oxnard 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 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

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

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
- The insurance afforded to the vendor does not apply to:
- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

3. **Aggregate Limit Per Location**

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

4. **Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.:

This exclusion does not apply to:

g. **Aircraft, Auto or Watercraft**

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph **k. Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. Extended Property Damage

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

a. Expected or intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Personal Injury – Broad Form

a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions,** subparagraph **e.** is deleted.

b. **SECTION V – DEFINITIONS, Definition 14,** "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,

prospective employment or termination of any person or persons by an insured.

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

“Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph n.** is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED, Paragraph 3.:**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

13. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/3/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
 X Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Agreement #17-05 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2017-2018 (Morales/Cline)

This agreement is for the Oxnard School District and the City of Oxnard/Oxnard Police Department to continue to work in collaboration with supporting the children, parents, and staff at our elementary and middle school campuses. The City of Oxnard/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:

\$263,610.00 – 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 #17-05 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$263,610.00.

ADDITIONAL MATERIALS:

Attached: Agreement #17-05, City of Oxnard/Oxnard Police Department (7 Pages)

**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, 2017. 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 2017-2018 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty Three Thousand, Six Hundred Ten dollars (\$263,610) (total cost for two officers) no less than thirty (30) days prior to June 30, 2018.

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, 2017 to June 30, 2018, 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

Greg Nyhoff, City Manager

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney, 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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
X Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #16-77 – 360 Degree Customer Inc. (Vaca)

At the Board Meeting of August 3, 2016, the Board of Trustees approved Agreement #16-77 with 360 Degree Customer Inc. to provide Oxnard School District with Speech Therapist and Speech Therapist (Bilingual), direct therapy services, professional services, studies and/or reports, and to recommend equipment to carry out therapy services in consultation with the director, principals, teacher/school staff and parents. Speech Therapist(s) will also hold IEP meetings, complete IEP's, track and monitor all services, attend meetings and trainings.

Amendment #1 is necessary in order for 360 Degree Customer Inc. to assist with the placement of the following **additional** service providers as needed:

- Occupational Therapist
- Physical Therapist
- Psychologists
- SLPA
- School Nurses
- Special Educational Teachers

FISCAL IMPACT:

Not to exceed each provider's hourly rate per attached Rate Card – Special Education Funds

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Amendment #1 to Agreement #16-77 with 360 Degree Customer Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, 360 Degree Customer Inc. (1 Page)
Rate Card, 360 Degree Customer Inc. (1 Page)
Agreement #16-77, 360 Degree Customer Inc. (5 Pages)

**AMENDMENT #1 TO AGREEMENT #16-77 with
360 Degree Customer Inc.
May 3, 2017**

At the Board Meeting of August 3, 2016, the Board of Trustees approved Agreement #16-77 with 360 Degree Customer Inc. to provide Oxnard School District with Speech Therapist and Speech Therapist (Bilingual), direct therapy services, professional services, studies and/or reports, and to recommend equipment to carry out therapy services in consultation with the director, principals, teacher/school staff and parents. Speech Therapist(s) will also hold IEP meetings, complete IEP's, track and monitor all services, attend meetings and trainings.

Amendment #1 is necessary in order for 360 Degree Customer Inc. to assist with the placement of the following service providers as needed:

- Occupational Therapist
- Physical Therapist
- Psychologists
- SLPA
- School Nurses
- Special Educational Teachers

360 Degree Customer Inc.:

By: _____

Date

OXNARD SCHOOL DISTRICT:

By: _____

Lisa A. Franz, Director, Purchasing

Date

**RATE CARD**

Speech Therapist	:	\$85 PER HOUR
Bilingual Speech Therapist	:	\$90 PER HOUR
Occupational Therapist	:	\$80 PER HOUR
Physical Therapist	:	\$80 PER HOUR
Psychologists	:	\$85 PER HOUR
SLPA	:	\$65 PER HOUR
School Nurses	:	\$65 PER HOUR
Special Educational Teachers	:	\$75 PER HOUR

360 Degree Customer Inc.

4423, Fortran Dr. Suite #114, San Jose, CA 95134, Ph: 408-234-8419 Fax: 408-624-9355

Web site: www.360dtherapy.com

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the 3rd day of August 2016, between the Oxnard School District (referred to as OSD) located at 1051 South A Street, Oxnard, CA - 93030

and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

- a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
- b. **Consultants will work for 5 days per week as per school year calendar**

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
 - c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
 3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
 4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
 5. EQUIPMENT AND FACILITIES OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
 6. ASSIGNMENT Without the written consent of the OSD, this agreement is not assignable by the Consultant.
 7. NON-SOLICITATION OF EMPLOYEES: OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.
 8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
 9. TIME. Time is the essence of this agreement.
 10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
 11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD's letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant's work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.
JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.

SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (OSD Representative) CONSULTANT

Signature: _____

Date Signed: _____

Branch / Dept: Director, Purchasing

Address: 1051 South A Street
Oxnard, CA 93030

Phone / Fax: Ph: 805-385-1501 x2414

E-Mail Address: lfranz@oxnardsd.org

Signature: _____

Date Signed: _____

Title: MANAGER - SALES

Company Name & Address: 360 Degree Customer Inc
4423 Fortran Dr., Ste #114, San Jose, CA 95014

Phone / Fax: Ph 408-234-8419, Fax 408-624-9355

E-Mail Address: mathew@360customer.com

ADDENDUM – A

Name/Title: Tiffany Williams, Speech Therapist

Rate: \$85 per hour with a minimum of 8 hours per day

Name/Title: Aleida Ferrer, Bilingual Speech Therapist

Rate: \$90 per hour with a minimum of 8 hours per day

Start Date: [REDACTED] August 4, 2016

End Date: TBD continuous service unless Contractor or OSD gives 45 Day Notice to Terminate or Amend.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-269 – The Bodine Group (Vaca)

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: May 7, 2017 through June 30, 2018

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 #16-269 with The Bodine Group, in the amount not to exceed \$25,000.00, **plus** reimbursement of actual expenses.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-269, The Bodine Group (13 Pages)
Proposal (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-269

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of May, 2017 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:

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 May 7, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed 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 [X] 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 Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. 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 #16-269

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-269

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 #16-269

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-269

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 #16-269

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-269

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 #16-269

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 #16-269

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-269

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

The Bodine Group OXNARD PROPOSAL

DATE: April 18, 2017

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

FROM: Bridgette Bodine
Joanne Bodine
Neil 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:

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

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.

FEES¹: \$1,100 per day

FEDERAL ID: #: 47-0954484

EXPENSE LEVELS:

Mileage:	\$.545/mile
Lodging	Actual Cost ²
Meals	Actual Cost ³
Car Rental	Actual Cost ⁴
Air Travel	Actual Cost

¹ Preparation time included

² Receipts accompany invoices

³ Receipts accompany invoices

⁴ Receipts accompany invoices

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Amendment #1 to Agreement #16-232 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

At the Board meeting of March 15, 2017 the Board of Trustees approved Agreement #16-232 with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) for special education students for the 2016-17 school year, including Extended School Year, in the amount of \$334,444.76.

The actual cost of services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #16-232 by \$11,301.58 for a total cost of \$345,746.34. The increase is due to additional services for two (2) students during the 2016-17 school year.

Students:

JA100109	\$9,709.80
EN071309	\$1,591.78

FISCAL IMPACT:

\$11,301.58 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-232 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$11,301.58.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Office of Education (1 Page)
Agreement #16-232, Ventura County Office of Education (2 Pages)

ADDENDUM TO AGREEMENT

March 30, 2016

Oxnard School District
Agreement # OX62A

JA100109

Amendment to Special Circumstance services as specified below:

Adding the amount for the dates from 8/17/2016 - 10/8/2016.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), during transportation to and from school, 60 min daily

6. The term of this contract shall begin 3/1/2017 (IEP date=10/6/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (8/17/2016-10/8/2016)		UPCOMING: <u>2017-2018</u>
	\$ <u>15,790.28</u>	+	\$ _____

Original estimated cost: \$ 6,080.48
 Amount added/owed: \$ 9,709.80
Revised Total of Estimated Cost: \$ 15,790.28

Requested by: 
 Program Manager

Date:  4/4/17

Approved by: _____
 Director, Business Services

Date: _____

Accepted by: _____
 Lisa A. Franz
 Title: Director, Purchasing

Date: _____



ADDENDUM TO AGREEMENT

March 1, 2016

Oxnard School District
Agreement # OX76A

EN071309

Amendment to Special Circumstance services as specified below:

Daily minutes increased from 1605 min/week to 1755 min/week due to the addition of a bus aide per IEP held on 2/28/2017.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 1755 mins. a week. Throught the school day(1605 min/week) and bus aide (150 min/week).

6. The term of this contract shall begin 3/1/2017 (IEP date=12/12/2016), 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: 2016-2017 (3/1/2017-6/30/2017)	UPCOMING: 2017-2018
(including ESY, if applicable)	\$ 14,415.59	+ \$ _____

Original estimated cost: \$ 27,577.06
Amount added/owed: \$ 1,591.78
Revised Total of Estimated Cost: \$ 29,168.84

Requested by: [Signature]
Program Manager

Date: 3/22/17

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____
Lisa A. Franz
Title: Director, Purchasing

Date: _____



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **October 9, 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.

JA100109

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 during bus transportation, 60 min. daily bus aide.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/9/2016 (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>2016-2017</u> (10/9/2016-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>6,080.48</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: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,080.48 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

EN071309

This Agreement, effective **December 13, 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.

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Los Nogales** 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, 1605 min weekly.**

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 **12/13/2016 (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: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (12/13/2016-6/30/2017)		UPCOMING: <u>2017-2018</u>
	\$ <u>27,577.06</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: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27,577.06 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
 X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

**Ratification of Agreement #16-264 - Ventura County Office of Education,
Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2016-2017 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2016-2017:

AD091102	\$30,085.30	OL083008	\$14,125.89
KS120903	\$16,808.52	JW080310	\$ 2,310.72
AA120506	\$14,125.89	NC092306	\$25,958.62
RS052408	\$13,78.18		

FISCAL IMPACT:

\$117,203.12 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-264 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$117,203.12.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-264, Ventura County Office of Education (7 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 26, 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.
AD091102

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 and during transportation to and from school, 400 min daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/26/2016 (IEP date=1/19/2016), 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> (including ESY, if applicable) \$ _____	+	UPCOMING: <u>2016-2017</u> (8/26/2016-2/9/2017) \$ <u>30,085.30</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 30,085.30 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 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.

KS120903

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; 390 minutes daily 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 11/19/2015 (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:	UPCOMING
(including ESY, if applicable)	\$	2016-2017 (8/26/16-11/19/16)
		16.808 52

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 \$ _____

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 22, 2017** 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.

AA120506

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Carl 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, 330 min 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 3/22/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> (3/22/2017-6/30/2017) \$ <u>14,125.89</u>	+	UPCOMING: <u>2017-2018</u> \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 14,125.89 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 2, 2017** 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.

RS052408

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Carl 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, 330 min 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 **3/2/2017** (IEP date= 1/10/2017), 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>2016-2017</u> (3/2/2017-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>13,788.18</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

Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost \$ 13,788.18 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 20, 2017** 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.

OL083008

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield 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, 330 min 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 3/20/2017 (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>2016-2017</u> (3/20/2017-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>14,125.89</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: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 14,125.89 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 12, 2017 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.

JW080310

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends Los Nogales 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, 180 min weekly.

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 1/12/2017 (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>2016-2017</u> (1/12/2017-2/3/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>2,310.72</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 \$ 2,310.72

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 26, 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 during transportation to and from school, 420 min daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **8/26/2016** (IEP date=1/19/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2016</u> \$ _____	+	UPCOMING: <u>2016-2017</u> (8/26/2016-1/20/2017) \$ <u>25,958.62</u>
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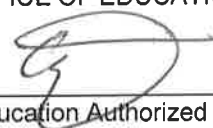
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 25,958.62 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - X Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-262 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student JF081705, for the 2016-2017 school year, including Extended School Year. 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: JF081705

FISCAL IMPACT:

Tuition: \$160.00 per diem x 62 days = \$9,920.00

Individual Counseling: \$60.00 per session x 3 months = \$180.00

Guidance, Counseling & Mental Health Services: \$3,000.00 per month x 3 months = \$9,000.00

Transportation: \$38.00 Round trip daily rate, for 62 days = \$2,356.00

Grand Total: \$21,456.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-262 with Casa Pacifica School, NPS, in the amount not to exceed \$21,456.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-262, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-262

THIS AGREEMENT, made and entered into this 3rd day of May 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA 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: JF081705

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. Services shall be provided for the **2016-2017** school year at a daily rate of \$160 for 200 days including 20 days of extended school year through July 13, 2017, guidance, individual counseling at a monthly rate of \$60 per session; guidance, counseling and Mental Health Services at a monthly rate of \$3,000.00 for three months; and a \$38 daily rate for round trip transportation; services not to exceed **\$21,456.00**
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.



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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 **\$21,456.00** for **Student: JF081705**.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



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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.

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.



OXNARD SCHOOL DISTRICT

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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

Michael Redard, Chief Financial Officer
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
X **Special Education**
____ **Support Services**
____ **Personnel**
____ **Legal**
____ **Facilities**
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-267 – Hollar Speech & Language Therapy (Freeman/Sugden)

Hollar Speech & Language Therapy will provide Independent Education Evaluator Services for the Special Education Services Department during the 2016-2017 academic year to complete evaluations on due process claims.

FISCAL IMPACT:

Not to exceed \$30,000.00 (per attached rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-267 with Hollar Speech & Language Therapy.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-267, Hollar Speech & Language Therapy (13 Pages)
 Rate Sheet (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-267

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of May, 2017 by and between the Oxnard School District (“District”) and Hollar Speech & Language Therapy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from April 17, 2017 through June 30, 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 Thirty Thousand Dollars (\$30,000.00) per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Hollar Speech & Language Therapy
166 E. Foothill Blvd.
Arcadia, CA 91006
Phone: 818.269.0143
Email: speachsue@aol.com

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.** AMELIA SUGDEN shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

HOLLAR SPEECH & LANGUAGE THERAPY:

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 #16-267

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-267

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #16-267

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-267

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-267

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-267

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #16-267

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 #16-267

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-267

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

HOLLAR SPEECH AND LANGUAGE SERVICES
Pediatric Speech Language Pathologists

Serving the Los Angeles Area
(818) 269-0143 Phone
speachsue@aol.com

Evaluations (note rate change for Bilingual Assessments)

Speech/Language IEE Evaluation **English** \$2600.00

Includes

Parent Interview

Standardized Assessment in All Areas of Language (vocabulary, Semantics, syntax, receptive/expressive language pragmatics) with Language Sample

Articulation Assessment

Review of Records

School Observation (1 hour)

IEP Meeting at School District Site for (maximum of 4 hours)****

Parent Consultation regarding Results

Written Report

**** Extended IEP or Due Process Hearing Testimony past 4 hours is billed at \$150.00 per hour

Speech/Language IEE Evaluation **Bilingual** \$2700.00

Includes

Parent Interview

Standardized Assessment in All Areas of Language (vocabulary, Semantics, syntax, receptive/expressive language pragmatics) with Language Sample

Articulation Assessment

Review of Records

School Observation (1 hour)

IEP Meeting at School District Site for (maximum of 4 hours)****

Parent Consultation regarding Results

Written Report

Note: The bilingual assessment is done with an interpreter.

**** Extended IEP or Due Process Hearing Testimony past 4 hours is billed at \$150.00 per hour

Treatment/Conferences

Treatment is 50 minutes per session \$150.00
Per session

Formal school visits, teacher consultation, \$150.00
Family conference, IEP meetings, etc. Per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/3/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
X Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-268 – WestEd (Freeman/Ridge)

WestEd will collect surveys taken by Oxnard School District 5th and 7th grade students, school staff, and parents at 20 school sites, and compile reports on the findings by school and district.

FISCAL IMPACT:

\$6,430.80 – General Fund – Non-Targeted

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-268 with WestEd.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-268, WestEd (5 Pages)

school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2016/17 SCHOOL YEAR

DISTRICT NAME: OXNARD SCHOOL DISTRICT

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive Cal-SCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your Cal-SCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 5 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than

the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- Cal-SCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all Cal-SCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2016-2017 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and copies of the survey booklets.
- Access to the Cal-SCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System

websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the Cal-SCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the Cal-SCHLS surveys only for use in its own districts, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all Cal-SCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2016 and expires on August 31, 2017.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

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

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

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

District

Survey Administration Fees 2016-2017

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536

CHKS	
Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Custom Module	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$100 each, comprehensive middle/high schools only
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Raw data (LEAs)	\$75 per data set
Raw data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS	
Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Printing fee	\$0.45 per paper copy ordered
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
Raw Data (LEAs)	\$75 per data set
Raw Data (non-LEAs)	\$500 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

WestEd Staff:

District Representative:

Signature

Lisa A. Franz
Printed name

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/3/17

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X

Agreement Category:

- X Academic
- X Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approve: Overnight Field Trip Santa Barbara Zoo (Freeman/Duran)

McAuliffe School is requesting to send approximately 125 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 2nd, 2017 returning Saturday, June 3rd, 2017. 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

BOARD OF DIRECTORS

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Vice Chair Dennis Power, PhD
Treasurer Paul Johnson
Secretary Randy Weiss

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Sharon Bradford
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Daniel Cohen
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Richard Block

Zoo Director
Nancy H. McToldridge

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Carol Bedford

Director of Animal Care
Sheri Horisny

Director of Animal Health
Julie Barnes, BVSc, MSc

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Aaron Marshall

Director of Facilities & Horticulture
Abelardo Landeros

Director of Food Services
Christopher Gambler

Director of Guest Experience
David Velazquez

Director of Human Resources
Corinne Santini

Director of Marketing
Dean Noble

Director of Membership
Kimberly Roberson

Director of Retail Operations
Ross Reed Beardsley

Director of Safety & Security
Christopher Briggs

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

**ASSOCIATION
OF ZOOS &
AQUARIUMS**



Printed on Recycled Paper

ASSOCIATION OF ZOOS AND AQUARIUMS ACCREDITED INSTITUTION
MEMBER OF THE CALIFORNIA ASSOCIATION OF ZOOS AND AQUARIUMS



February 21, 2017

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 about conservation efforts, what animals need in order to survive, the different aspects that go into animal health and welfare, and about different career paths in conservation and education. 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 one ticket to explore the Zoo on that Saturday. Please note that students must meet CHALLENGER behavior expectations as well as teacher approval in order to attend.

We will leave McAuliffe Elementary School on Friday, June 2 at 5pm and return to school on Saturday, June 3 at approximately 12 noon. To cover the cost of admission, insurance, tent rentals, and bus transportation, we are requesting a donation of \$80 per student. Please contact us if you have any concerns about this amount. Please make checks payable to McAuliffe PTA.

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 your child will be attending this trip and return the bottom section and the attached permission slip by Tuesday, Feb. 28, 2017. We request that you please do so even if your child will not be attending the trip.

If you have any questions or concerns, please contact Carrie Yost at cme_vpmembership@yahoo.com/ 909-705-2982 or Naomi Aguilera at naguilera@oxnardsd.org/ 805-758-3669. Thank you in advance for your cooperation.

Sincerely,
Christa McAuliffe PTA

5th Grade Santa Barbara Zoo Overnight Safari

Child's Name _____ Teacher _____

Parent's Name _____ Phone # _____

Parent's Email _____

_____ YES, my child WILL be attending the Santa Barbara Zoo Overnight Safari.

_____ NO, my child WILL NOT be attending the Santa Barbara Zoo Overnight Safari.

_____ I would like to donate funds for this trip. Donation amount: _____

_____ I would like to join the "5th Grade Activities" committee to help organize this event and plan fundraisers.

_____ 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: Lisa Cline

Date of Meeting: 05/03/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REQUEST FOR APPROVAL OF OUT OF STATE CONFERENCE ATTENDANCE (Cline)

The Board’s approval is requested for the Director of Transportation to attend the 2017 School Transportation News (STN) Expo, taking place July 7-12, 2017, at the Peppermill Resort Hotel in Reno, Nevada. Hundreds of student transportation professionals nationwide will converge to take advantage of the event’s mantra – content, community and commerce.

During the five-day event, the Director will connect with other transportation officials and learn how to improve operations and safety for the District’s transportation team. He will attend the inaugural and exclusive Transportation Director Summit, taking place July 7-8, in addition to attending the trade show, which showcases the latest in training, products and services.

The Director is planning to attend the following sessions and workshops that directly relate to implementing technology to improve service, communication, efficiency and effectiveness:

- Culture and Leadership
- Strategies for Success
- Technology and the Future
- Cost Management and Resource Allocation
- The Filter for Behavior Change on the Bus
- Selecting the Right Road to Solving Everyday Issues in Transportation
- Data-Driven Decisions Made Easy
- Organizational Design for Proper Staffing
- Special Ed vs. Transportation: Who Has the Last Word?
- Advances in Route Optimization
- Understanding Diversity & Conflict
- Strategies to Facilitate Transportation Decisions at the IEP Meeting
- Case Studies in School Bus Wi-Fi

This event in Reno is the closest National Conference that covers issues relating to Special Education. It is also the only conference anywhere that offers the inaugural Transportation Director Summit.

FISCAL IMPACT

Approximately \$1,500.00 for registration, travel and lodging, to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIAL

Attached: Conference Flyer (3 pages)
 Lodging Information (2 pages)

STNEXPO

CONFERENCE AND TRADE SHOW

Crowdsourcing solutions

JULY 7-12, 2017

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CONFERENCE
OVERVIEW

Content. Community. Commerce.

www.stnexpo.com

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School Transportation
News

STNEXPO + TRANSPORTATION DIRECTOR Summit

JULY 7-12, 2017

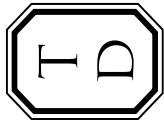
PEPPERMILL RESORT | RENO, NV

TRANSPORTATION DIRECTOR

Summit

JULY 7-8, 2017

PEPPERMILL RESORT | RENO, NV



JOIN US TO CONNECT WITH MORE THAN 1,000 TRANSPORTATION PROFESSIONALS.

Together with industry professionals and innovators, you'll explore the latest best practices in providing leadership and service, that can help you to improve operations and safety while getting more quantifiable results from your transportation team. Don't miss your opportunity to attend this leading industry event!

Register at www.stnexpo.com

Attendee Registration Rates:

Super Early Bird: \$299 (valid through 4/11)
 Early Bird: \$399 (valid through 6/9)
 Standard: \$499 (Last day to register 6/27)
 Trade Show Only Badge: \$99

Special Training Sessions:

\$149 Early Bird (valid through 6/9)
 \$199 Standard (Last day to register 6/27)

Transportation Director Summit:

No additional cost to qualified transportation directors
(Included in the full conference attendee rate)

Hotel Room Rates:

We have secured a discounted room block at the Peppermill Resort for the STN EXPO! Available July 5-12 at \$102 per night, or \$128 for an upgraded room.
(Hotel reservation deadline 6/5)

Hotel Address:
 2707 S. Virginia St., Reno, NV 89502



CONFERENCE SUMMARY

The annual North American School Bus EXPO Conference & Trade Show — known as the STN EXPO and presented by School Transportation News magazine — is scheduled for July 7-12, 2017, at the Peppermill Resort in Reno, NV. In its 24th year, this event welcomes transportation professionals nationwide who want to learn the latest trends in training, products and services, as well as how to produce better, more quantifiable results from their transportation team and operations.

ATTENDEES INCLUDE:

- Transportation Directors/Supervisors
- Purchasing Agents
- School Board Members
- Superintendents
- Fleet Managers
- Mechanics/Technicians
- Safety Trainers
- Administrators
- Special Education Professionals
- Private Fleet Operators
- Head Start/Childcare Professionals
- Executives/CEOs
- School Bus Dealers
- Driver Trainers



CONFERENCE APP SNAPSHOT

(STN EXPO 2016)

Total impressions: **323,222**
 Total app downloads: **1,060**
 Dashboard visits: **28,046**
 Number of clicks on exhibitors: **990**
 Number of times exhibitors were bookmarked: **260**

Number of times the Maps tab was opened: **3,863**
 Number of clicks on host hotel: **401**
 (avg. viewing time **34.4 seconds**)
 Number of clicks on exhibit hall: **610**
 (avg. viewing time **34.6 seconds**)

TOP 10
 ATTENDING STATES FROM ACROSS
 40 U.S. STATES AND CANADA

1. California
2. Nevada
3. Washington
4. Arizona
5. Idaho
6. Oregon
7. Texas
8. Colorado
9. Illinois
10. Michigan

Total Attendees: 780

Total Exhibiting Companies: 100

Vendor Staff/Dealers: 403

(STN EXPO 2016)

Total impressions of the STN EXPO app out of 1,060 downloads:

323,222

(Available for both Android and iOS)





TRANSPORTATION DIRECTOR Summit

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If you are a registered STN EXPO full conference attendee, there's no additional cost to you, your municipality or your organization to participate! Apply now at stnexpo.com for one of the limited 100 spots. Meals, snacks and participation expenses are covered by STN.



OVERVIEW

Launching in 2017 is the new Transportation Director Summit at STN EXPO. It's a signature event designed exclusively for qualified transportation directors. Participants will network with peers over two days, starting the late afternoon of July 7 and continuing all day on July 8, prior to the start of the regular STN EXPO conference. Successful applicants will obtain high-level insights from experts within the student transportation industry and beyond on how to implement true leadership and innovation practices into their local operations.

SCHEDULE AT A GLANCE

Subject to change.

Friday 7/7

5 - 7 p.m.

Ice Breaker - Dr. Stephen Sroka
"Transportation to a Tee"

11:45 a.m. - 1:30 p.m.

Networking Lunch

1:30 - 3 p.m.

Technology & the Future - TBA

Saturday 7/8

8 - 8:30 a.m.

Welcome - Tony Corpin & Ryan Gray

3 - 3:15 p.m.

Networking Break

8:30 - 10 a.m.

Culture & Leadership - Don Harkey
Chief Innovation Officer, People Centric

3:15 - 4:45 p.m.

Cost Management & Resource Allocation - Tod Eskra, President, Transportation Services Co., Transpar Group Companies Roundtable Discussion

10 - 10:15 a.m.

Networking Break

4:45 - 5:30 p.m.

Closing Thoughts and Takeaways - Dr. Stephen Sroka

10:15 - 11:45 a.m.

Strategies for Success - Winship Wheatley, Esq., Attorney at Law, Hillman, Brown & Darrow, Roundtable Discussion

FAQS

What is the TD Summit?

What it's not is just another "speed dating" event that matches transporters with vendors. Instead, think of a graduate program retreat. It commences with an energized evening kick starter session followed by a full day, of high-level strategy, networking, and idea crowdsourcing that blends the topics of leadership development, organizational culture, disruptive technologies, resource allocation and more to help pave the road forward for the industry's decision makers. A "summit" by definition is a peak to be crested. It's a convergence of great minds to wrestle with the day's most important issues. This is exactly how we view this inaugural experience.

How does the TD Summit fit into the STN EXPO?

The TD Summit is an exclusive event held prior to the official start of the STN EXPO, with an attendance cap of no more than 100 for the full event. It begins at 5 p.m. on Friday, July 7 with an ice-breaker networking event followed by a hands-on, self-identity exercise. That sets the stage for an all-day forum on Saturday, July 8 that links thought leaders and participants via presentations, panel discussions and group activities. The event culminates with a reexamination of personal and professional goals.

How do I sign up for the TD Summit?

Click attendee registration and identify your interest in participating at the TD Summit. An individual's eligibility requires registration for the full STN EXPO as well as submitted, verifiable proof that they are a school administrator-level professional whose main responsibilities include that of directing transportation operations. Titles can range from director of transportation to transportation manager to assistant superintendent.

Are there any additional costs to participate in the TD Summit?

No, just your time and desire to be an industry leader. As we mentioned above, any registered, full conference STN EXPO attendee who can demonstrate their day job is that of an official transportation director with their district, or company and is among the first 100 to sign up can attend.

There has to be a catch: What do participants have to do to "earn their keep"?

All we ask of participants is that they arrive with an open, solutions-oriented mind. We want everyone to feel free to share ideas that, together, can identify new trails to blaze, that can elevate the student transportation industry to the next level. This requires a decorum of professionalism and collaboration.

2017 STN EXPO KEYNOTE SPEAKERS



DR. STEPHEN SROKA SUNDAY, JULY 9

Dr. Stephen Sroka is an internationally recognized motivational speaker, award-winning teacher, author and consultant. He is an adjunct assistant professor in the Case Western Reserve University's School of Medicine and was a teacher, coach and member of the crisis intervention team at Cleveland Public Schools from 1969-1999.



JESUS M. VILLAHERMOSA, JR. MONDAY, JULY 10

Jesus M. Villahermosa, Jr., is the founder of Crisis Reality Training, a safety and security consulting firm, 30 years ago while serving as a deputy for the Pierce County Sheriff's Department in Tacoma, Washington. He served as a member of the Pierce County Sheriff's Department S.W.A.T. Team from 1983 to 2013 and retired from the force a year later as a sergeant. Jesus is also the former director of campus safety at Pacific Lutheran University.

GENERAL SESSIONS:

Subject to change.

How to Motivate People & Develop a Winning Culture

Accident Investigations & Crash Mitigation Technology

What I Learned at the STN EXPO Trade Show

Are Changes Coming to IDEA & FAPE?

AND CATCH THESE INFORMATIVE CONFERENCE DISCUSSIONS:

The Filter for Behavior Change on the Bus

Selecting the Right Road to Solving Everyday Issues in Transportation
Data-Driven Decisions Made Easy

Organizational Design for Proper Staffing

Special Ed vs. Transportation: Who Has the Last Word?

Advances in Route Optimization

Understanding Diversity & Conflict

Real-World Experiences with Lap/Shoulder Seat Belts

Obtaining Green Shop Certifications

Combating Illegal Passing in the Danger Zone

The Pipeline from Head Start to Public Schools

Strategies to Facilitate Transportation Decisions at the IEP Meeting

Case Studies in School Bus Wi-Fi

Alternative-Fuel Training for Mechanics

And More!



SPECIAL TRAINING SESSIONS:

(Additional fee required)

School Bus Dispatcher Training

Presented by the Pupil Transportation Safety Institute

NHTSA Child Passenger Safety Restraint Training

This eight-hour course addresses the unique challenges of installing Child Safety Restraint Systems (CSRS) and utilizes the revised curriculum approved by the National Highway Traffic Safety Administration to teach the proper use and installation of these systems on school buses. All requirements to participate in this course are completed onsite. Upon completion, attendees will receive 5.5 Continuing Education Units (CEUs) from Safe Kids Worldwide.

Content.



SCHEDULE AT A GLANCE

FRIDAY 7 – 9 P.M.

Transportation Director Summit
Ice Breaker & Networking Event
Presenter: Dr. Stephen Sroka
“Transportation to a Tee”

SATURDAY

8 A.M. – 5:30 P.M.

Transportation Director Summit

8 A.M. – 5 P.M.

NHTSA Child Passenger Safety
on School Buses

1 – 5 P.M.

STN EXPO Training Sessions
Dispatcher Training

SUNDAY

9 – 10:15 A.M.

Opening General Session & Keynote
Dr. Stephen Sroka
“The Power of One, The Power of Many”

10:30 A.M. – 12:45 P.M.

Workshops

12:45 – 1:45 P.M.

Lunch on your own

1:45 – 4 P.M.

Workshops

4:30 – 5:30 P.M.

General Session

7 – 10 P.M.

Welcome Party
Sponsored by SafeGuard
& Tyler Technologies

MONDAY

8 – 9:15 A.M.

General Session & Keynote
Jesus Villahermosa, Jr.
“The Greatest Show on Wheels is the
Greatest Show That Feels”

9:30 – 11:45 A.M.

Workshops

NOON – 1 P.M.

Lunch on your own

1 – 4:30 P.M.

Workshops

5:30 – 7:30 P.M.

Trade Show Networking Extravaganza

8 – 10 P.M.

Slots Tournament
Sponsored by E-Z-ON Products of
Florida, Inc.

TUESDAY

8 – 9:30 A.M.

General Session

10 A.M. – 3 P.M.

Trade Show

3:30 – 4:30 P.M.

General Session

WEDNESDAY

8 – 9:30 A.M.

General Session
“Pack Your Suitcase”



Community.



TRADE SHOW NETWORKING EXTRAVAGANZA

MONDAY 7/10, 5:30 P.M.-7:30 P.M.

This special networking event enables attendees and exhibitors to mingle and discuss products and services in a relaxed setting, featuring food and drink stations spread out on the tradeshow floor.

WELCOME RECEPTION

SUNDAY 7/9, 7 P.M. TO 10 P.M.

This casual networking event takes place the first night of the STN EXPO. Student transportation professionals relax and network in preparation for an educational week ahead.

sponsored by

SafeGuard

A Brand of IMMI



14TH ANNUAL E-Z-ON PRODUCTS

SLOTS TOURNAMENT

MONDAY, 7/10 8 P.M. TO 10 P.M.

Enjoy a friendly competition amongst your colleagues to earn your chance to win cash prizes!

sponsored by



E-Z-ON
PRODUCTS, INC. OF FLORIDA



Commerce.

TRADE SHOW

NETWORKING EXTRAVAGANZA

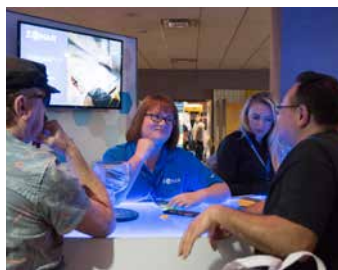
MONDAY, 7/10, 5:30 P.M.-7:30 P.M.

This special networking event enables attendees and exhibitors to mingle and discuss products and services in a relaxed setting, featuring food and drink stations spread out on the tradeshow floor.

STN EXPO + LUNCH

TUESDAY, 7/11, 10 A.M.-3 P.M.

Last year over 100 vendors attended the STN EXPO Trade Show, including manufacturers and suppliers offering new and existing products, solutions and services that help transporters perform their jobs better and more efficiently. These exhibiting companies connected with professionals who transport children of all ages, sizes and distinctions, and who prepare specifications for products and services, make final decisions on purchases, and are responsible for recommending purchases.



General Inquiries

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Sponsorship & Exhibitor Opportunities

Tony Corpin
Publisher
tony@stnmedia.com
310.802.7803

2017 EXHIBITOR LISTING *(current as of 3/10)*

247 Security	Kajeet
A-Z Bus Sales	Kidde Technologies Inc.
ACC Climate Control	Lion Bus
ACT (American Cooling Technology)	LiquidSpring LLC
ALC	MISCO Refractometer
Amerex	National Renewable Energy Laboratory (NREL)
AmeriGas Propane	NS Corporation
AMETEK Dynamic Fluid Solutions	Onspot Automatic Tire Chains
AMF-Bruns of America	Orbit Software, Inc.
AngelTrax	O'Reilly Auto Parts
App-Garden	Prevost
ARI-Hetra	Proheat
Auto-Jet Muffler Corp.	Propane Education Research Council (PERC)
Besi Inc.	Q'Straint
BITZER US, INC.	Reflective Image
Blue Bird	REI
BraunAbility	Ricon
Buck's Wheel & Equipment Co.	Robotronics
Bus Air Manufacturing	Rosco Vision Systems
busHive	Rostra Precision Controls
Certified Safety Manufacturing	Safe Haven by New Haven
Child Check-Mate Systems	Safe Ride News
CI Solutions	SafeGuard
Collins Bus	Safety Vision
Concept Communications Company	School Bus Logistics
Creative Bus Sales	School Bus Safety Company
Cummins	Secure Transportation
Custom Radio Corporation	Seon/Safe Fleet
Diesel Emissions Service	SLEC
E-Z-ON Products of Florida Inc.	SMART Tag by Secured Mobility
Easy Way Safety Services	SoundOff CVP
Eberspaecher	SynTec Seating Solutions
Education Logistics	Thomas Built Buses
Foam Rubber LLC	Tiger Mirror Corporation
Fogmaker North America	Titan Bus
Freedman Seating	TransAir Manufacturing
FuelMaster/Syntech Systems, Inc.	Transfinder
Gatekeeper Systems	TransPar Group of Companies
GPSi	TransTech Bus
Heavy Duty Bus Parts	TransTraks
Hoglund Bus Company	TripSpark Technologies
HSM Transportation Solutions	TRP Bus Parts
IC Bus	Tyler Technologies
Insta-Chain	Vanner
Intermotive	Webasto Thermo & Comfort North America
	Zonar

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: May 3, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

 X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

SUMMARY OF SALE, ELECTION OF 2016, SERIES A, GENERAL OBLIGATION BONDS (Morales/Cline/CFW)

On February 15, 2017, the Board of Trustees ("District Board") took action and approved Resolution #16-24 authorizing the issuance and sale of the Oxnard School District's Measure "D" Election of 2016, Series A, General Obligation Bonds. On March 30, 2017, the District and its financing team successfully completed the transaction. In concert with the District's policy of transparency, the attached presentation is a summary of the transaction and is provided for the benefit of the District Board and the public. The presentation summarizes:

- Plan of Finance, the Debt Limit Waiver and the Credit Rating
- Summary of Sale
- Sources and Uses
- Proposed Use of Funds

FISCAL IMPACT

All costs incurred in the bond sale were paid from bond proceeds.

RECOMMENDATION

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the District Board receive this Summary of Sale of the Election of 2016, Series A Bonds.

ADDITIONAL MATERIAL

Attached: Summary of Sale & Wrap-up Presentation, Election of 2016, Series A, General Obligation Bonds (7 pages)



Oxnard School District

General Obligation Bonds Election of 2016, Series A

Summary of Sale

Board Presentation May 3, 2017



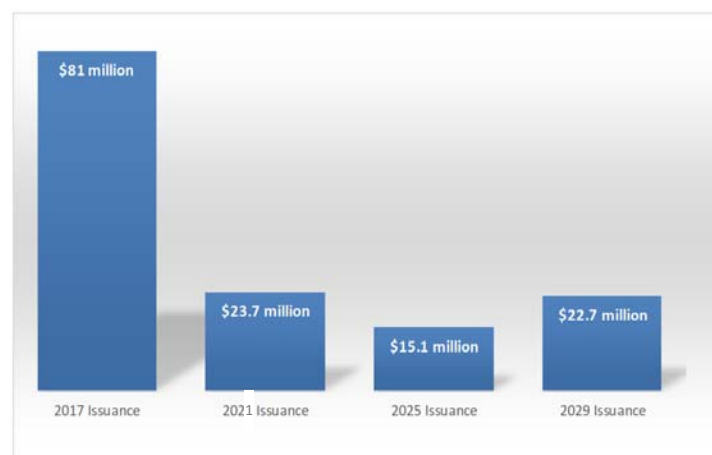
Caldwell Flores Winters, Inc.
Facilities Planning, Public Finance, Program Administration



PLAN OF FINANCE

- In November 2016, voters in the Oxnard School District approved Measure “D” authorizing the District to sell up to \$142.5 million in general obligation (G.O.) bonds as illustrated below
- In order to proceed, the District needed to:
 - ✓ Obtain a debt limit waiver from the State Board of Education
 - ✓ Receive an investment grade credit rating from Standard & Poor’s
 - ✓ Implement a debt structure that maintained the tax rate for all bonds within the initial years until retirement of the 1988 bonds
 - ✓ Sell bonds at an average interest rate below the maximum presented to voters, including the estimated repayment ratio
- The proceeds from the bond sale will be used to implement the Master Construct & Implementation Program

**ESTIMATED ISSUANCE SCHEDULE
FOR MEASURE “D” BONDS**



DEBT LIMIT WAIVER

- The current statutory debt limit for non-unified school districts is 1.25% of the total assessed valuation of the taxable property within a district's boundaries
- On July 8, 2015, the State Board of Education approved a waiver submitted by the District that increased the District's debt limit to 1.67% for a projected period until 2024-25, which enabled the District to sell all bonds from Measure "R"
- As of December 2016, the District's outstanding debt limit was 1.45% of the District's total assessed valuation
- On March 9, 2017, the California State Board of Education considered and approved the District's application for a waiver to raise the District's statutory debt limit to 2.12% of total assessed valuation to accommodate the issuance of the Series "A" bonds from Measure "D" in the amount of \$81 million
- Given the current repayment schedule of the District's outstanding bonds and an estimated annual assessed valuation growth rate of 4%, it is estimated that the District will return to its statutory debt limit by 2024-25, the original projected date under the Measure "R" waiver

CREDIT RATING

- As part of the issuance process, the District sought a bond credit rating from Standard & Poor's (S&P) Global Ratings
- S&P assigned its 'A+' long-term rating to the District's proposed issuance and affirmed its 'A+' long-term rating and underlying rating on the District's previously issued G.O. bonds
- According to S&P, the rating reflects the District's stable enrollment and ADA statistics, the overall Ventura County economy, and rising property wealth levels, and a strong projected fund balance
- In particular, the report references the sound fiscal management of the District which includes "well-grounded revenue and expenditure assumptions backed by historical trend analyses and external sources, budget to actual reporting to the Board and a current plus-two-year financial forecast"
- The report also acknowledged the District's recent adoption of a formal debt management policy and maintenance of a six-month review of the long-term capital plan by the Board

SUMMARY OF SALE

- On March 15, 2017, District staff, CFW and the financing team sold \$81.0 million in G.O. bonds to strong investor demand
- The bonds had a total interest cost of 4.186% and a term of 30 years
- The total gross debt service for the bond issuance is \$172.7 million resulting in a debt repayment ratio of 2.13 to 1 well below the 3.36 to 1 estimated to voters and more consistent with the District's recent historical bond sales
- Pursuant to the Master Construct & Implementation Program, it is estimated that the tax rate for the bonds will commence in 2017-18 at \$18 per \$100,000 and increase once the District's 1988 bonds are retired in 2019-20

NEW ISSUE - FULL BOOK-ENTRY

INSURED RATING: S&P: "AA"
UNDERLYING RATING: S&P: "A+"
See "RATINGS" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, interest on the Bonds is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS."

\$81,000,000
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series A

Dated: Date of Delivery **Due:** August 1, as shown on inside front cover

Authority and Purpose. The captioned General Obligation Bonds, Election of 2016, Series A (the "Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on February 15, 2017. The Bonds were authorized at an election of the registered voters of the District held on November 8, 2016, which authorized the issuance of \$142,500,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities (the "2016 Authorization"). The Bonds are the first series of bonds to be issued under the 2016 Authorization. See "THE BONDS - Authority For Issuance" and "THE FINANCING PLAN" herein.


Security. The Bonds are general obligations of the District, payable solely from ad valorem property taxes levied on taxable property within the District and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy ad valorem taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by tax levies. See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Bonds are dated the date of delivery, and will accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2017. Payments of principal and interest on the Bonds will be paid by U.S. Bank Trust National Association, Los Angeles, California, as the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS - Optional Redemption" and "Mandatory Sinking Fund Redemption."

Bond Insurance. The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Build America Mutual Assurance Company. See "BOND INSURANCE."


BAM
BOND ASSURANCE MUTUAL

MATURITY SCHEDULE
(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about March 30, 2017.

STIFEL

The date of this Official Statement is March 15, 2017.



SOURCES AND USES

- Sources and Uses of bond proceeds are presented to the right
- Cost of Issuance totaled \$275,000.00 including \$18,311.99 of contingency funds
- Any remaining funds, such as the COI contingency, will be deposited into the Debt Service Fund on July 30, 2017

Sources	Total
Principal Amount	\$81,000,000.00
Net Premium	8,552,015.75
Total Sources of Funds	\$89,552,015.75

Uses	Total
Building Fund Deposit	\$80,725,000.00
Debt Service Fund Deposit	7,975,884.48
Cost of Issuance	275,000.00
Underwriter's Discount	311,850.00
Bond Insurance Premium	264,281.27
Total Uses of Funds	\$89,552,015.75

Cost of Issuance		
Firm	Service	Total
Jones Hall Bond	Disclosure Counsel & Expenses	\$81,928.00
Caldwell Flores Winters, Inc.	Financial Advisory Services	87,060.01
Caldwell Flores Winters, Inc.	Financial Consulting Services (1)	45,000.00
Standard & Poor's	Rating Fees	37,800.00
Cal-Muni Statistics, Inc.	Demographic Statistics	1,275.00
Royce Printing	Official Statement Printing	2,000.00
U.S. Bank	Paying Agent	1,625.00
Contingency	n.a.	18,311.99
Total		\$275,000.00

(1) Financial Consulting Services represent fees for the development and implementation of the District's new 2016 bond authorization and bond issuance program and do not constitute payment for any services that could be fairly characterized as compensation for advocacy, any other type of campaign activities or any non-essential pre-election services.

PROPOSED USE OF FUNDS

- The Six-Month Master Construct & Implementation Program Update adopted by the Board on January 18, 2017 recommended the commencement of the following projects:
 - Reconstruction of McKinna as a 750-student facility
 - Construction of Seabridge as a 630-student facility
 - Reconstruction of Rose as a 750-student facility
 - Construction of Doris/Patterson K-5 as a 700-student facility
 - Construction of Doris/Patterson 6-8 as a 1200-student facility
- Proceeds from the Series “A” bonds will be used to fund the design of Rose Elementary, the construction of McKinna Elementary, Seabridge Elementary, and the ECDC at Harrington, and the replenishment of the necessary Program Reserve
- At this time, the District is maintaining approved bond authorization to proceed with the construction of Doris/Patterson once all necessary approvals have been received

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 5/3/17

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- X Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approve the Elementary and Secondary School Counseling Grant Evaluation (Freeman/Ridge)

Oxnard School District is participating in the Elementary and Secondary School Counseling Grant Program from the U.S. Department of Education. The grant was awarded on May 1, 2015 and continues until April 30, 2018. A grant evaluation is conducted each year by a contracted grant evaluator. The attached evaluation describes the district's progress toward the grant's goals as of March 30, 2017.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Elementary and Secondary School Counseling Grant Evaluation.

ADDITIONAL MATERIAL:

Attached: Elementary and Secondary School Counseling Grant Evaluation

12. To the best of my knowledge and belief, all data in this performance report are true and correct and the report fully discloses all known weaknesses concerning the accuracy, reliability, and completeness of the data.

Cesar Morales
Name of Authorized Representative:

Title: Superintendent


Signature:

Date: 4/3/17

Executive Summary

Elementary and Secondary Counseling Grant (DUNS/SSN: 070645957)
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Project Director: Michael C. Ridge (mr ridge@oxnardsd.org)

Background Information

During the reporting period, Oxnard School District (OSD) initiated a partnership with a local mental health service provider, New Dawn. The result of that partnership has been very fruitful and beneficial for students in OSD during the annual reporting period. In fact, OSD and New Dawn have developed a service delivery model that has not only met the grant goals but also served as a model of service delivery to traditionally underserved communities. Together, the work of New Dawn and OSD is contained within their program entitled, Acción Positiva.

Acción Positiva was designed to target students and families living within the most underserved areas of Ventura County, which in itself has been the subject of review in a study by League of United Latin American Citizens (LULAC) published in 2014. In their study, LULAC examined the performance of the Ventura County Behavioral Health agency (VCBH) during the period of 2007 to 2013. That report can be access here: <http://www.californialulac.com/wp-content/uploads/2015/04/InvestigationBehavioralHealth2014.pdf>. In short, the LULAC investigation into the delivery of mental health services by VCBH showed that penetration rate (number of mental health clients served / estimated potential mental health clients) for Ventura County was abysmally low for the Latino community. The penetration rate for the Latino population in Ventura County was 2.94% in comparison to the statewide average for the Latino community of 3.84%. Even more striking was the disparity between county-wide penetration for all populations. Ventura County's overall penetration rate for 2012-2013 was 4.64%, demonstrating a 37% service gap between the Latino community and all populations served.

Acción Positiva sought to overcome this service gap with intentional strategies to reach out to children and families of Latino origin and to provide mental health services congruent to their needs. For example, there are over 300 families within OSD identified of indigenous origin as Mixteco. Their needs are unique and must be considered as their language and culture does not have an analogue to western medicine's mental health services. Mental health service providers hence must have a cultural awareness and access to language that allows them to make connections to families for service delivery. Acción Positiva has sought out these types of service providers specifically for work within the program, identifying staff with a background and understanding in work within indigenous, migrant, immigrant and impoverished communities. Demographically, 92% of students come from homes of Latino origin; Eighty-nine percent of students are identified as socio-economically disadvantaged; Fifty-four percent of students are designated as English Learners.

Acción Positiva's success has arisen from OSD's recognition of not only the need within our community but also an understanding of how to best work within our community. The partnership with New Dawn and OSD has focused upon the important (and often missing) link in between identification of need for mental health services and actual delivery of mental health services. By focusing upon the process of providing access to mental health care through school-based culturally sensitive practices, Acción Positiva has demonstrated significant engagement of Oxnard families into mental health services.

Acción Positiva's work focused upon seven of the district's twenty schools. The schools were identified for participation within the program as a result of their location within specific areas within the city that have high levels of students within the targeted group including children: in military families, who are English learners, migrant students and exposed to gangs, drugs, and violence. The targeted school sites also demonstrated a

capacity to move forward in working to support the Positive Behavior Intervention and Support (PBIS) model that is an important component of the multi-tiered system of support

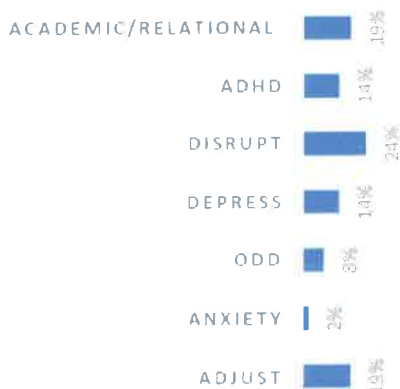
Progress Toward Goals

Acción Positiva’s efforts centered around increasing the number of qualified mental health professionals directly into the school setting. In doing so, OSD increased the number of Licensed Clinical Social Workers (LCSW) by 1.0 full time position and increased the number of Licensed Marriage and Family Therapists (LMFT) by 3.0.

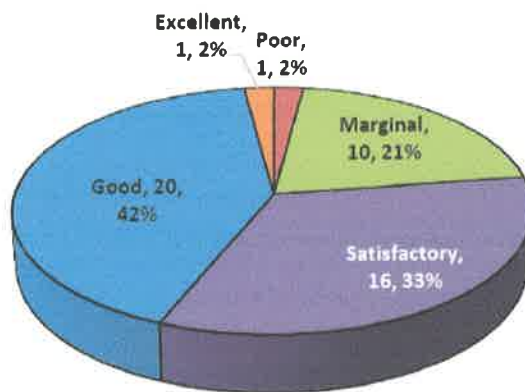
Additionally, Acción Positiva established a standardized screening tool for referral to the program. The program utilized the Systematic Screening for Behavior Disorders (SSBDF) protocol, which served as a tool for staff members to identify and evaluate student behavioral concerns. The SSBD, an evidence-based screening system for identifying students who are at risk for internalizing and externalizing problems, thus served to identify students in need of services as part of the referral process. Within the annual evaluation period, Acción Positiva identified 106 students as candidate for participation within intensive therapeutic treatment. Of that number, 96% of the students entered into mental health services with program staff with a total of 883 service contacts within the evaluation period. Eighty-four percent of the students served were Latino, and 73% of students served were experiencing mental health services for the first time.

The following graphs reflect the diagnosis of participants as well as their therapeutic outcome with program participants.

Client Diagnosis



Student's Progress in Therapy



OSD made significant gains in regard to its improvement of a standardized Office Discipline Referral (ODR) system. During the annual grant evaluation period, the district developed and initiated the implementation of a district-wide ODR system. The OSD central office trained all site administrators and office staff members within the process. These site-based personnel then delivered the training to teachers and other site-based personnel. The revised ODR process more fully focuses upon the implementation of other means of correction as an alternative to suspension. These efforts have shown a dramatic decline in school suspension rates. In addition, the revision of the system now allows for greater use of the district’s student information system to track data related to behavior. For example, site administrators can now access data to ascertain time of day and location for behavioral incidents, which is helpful in planning for prevention of undesired behaviors. The results of the district’s work is reflected in the following chart of suspension rates which shows impressive and promising reductions in comparison to district overall average as well as to their own prior suspension rate:

Suspension Rates

Targeted School Site	2015-2016 Suspension Rate	2016-2017 Suspension Rate (as of March 17, 2017)
Brekke	0.48%	0%

Curren	3.02%	2.51%
Haydock	5.66%	2.44%
Lemonwood	4.18%	.24%
Rose	2.01%	1.62%
Sierra Linda	3.00%	1.09%
Soria	0.97%	.29%
Oxnard School District	3.76%	1.57%

Additionally, the target schools within Acción Positiva demonstrated a significant reduction in office discipline referrals as shown in the following chart. The significant reduction in the rates is emblematic of the positive trend in improvement of school climate, an underlying goal that underpins the overall work of the program. In addition, a portion of the work within Acción Positiva focused upon the development of positive and proactive support within the playground setting. During the grant evaluation period, all of the targeted schools designed and developed a structured approach to the playground behavioral expectations based upon the work of Safe and Civil Schools.

Office Discipline Referrals

Targeted School Site	2015-2016 Number of Office Discipline Referrals	2015-2016 Number of Office Discipline Referrals (as of March 17, 2017)
Brekke	314	202
Curren	293	287
Haydock	1115	645
Lemonwood	994	176
Rose	696	235
Sierra Linda	178	63
Soria	506	235
Oxnard School District	4096	1843

Additionally, OSD has implemented the following grant components at each of the targeted school sites:

- Providing on-site support groups for students
- Providing family counseling
- Modifying the classroom/school learning environment
- Implementing positive playground behavioral expectations (CHAMPS)
- Implementing school site parent support groups
- Providing parent classes and workshops
- Providing referrals and follow up for partner agency support and resources

Next Steps

OSD has made significant gains in providing increased delivery of mental health services to traditionally disadvantaged and underserved communities. The results reflect the work of Acción Positiva and OSD in increasing counseling support and developing a multi-tiered system of support for students' needs with Oxnard. In moving forward, it will be important for OSD to seek continued funding to sustain the ongoing work of the program. Doing so will allow OSD to continue to deliver vital mental health services to families. One of the grant goals was to deliver workshops and support services to parents with OSD. Although, Acción Positiva did make some meaningful gains in reaching out to families to integrate the adults into support services, the work of the grant program has informed OSD of the deep need for mental health services for adults within our community. Moving forward, OSD will work to reach deeper into the community to integrate the entire family into the therapeutic process.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
1. Project Objective [] Check if this is a status update for the previous budget period.

The student/school counselor ratio (baseline data)

Performance Measure	Measure Type	Quantitative Data					
		Target		Actual Performance Data			
		Raw Number	Ratio	%	Raw Number	Ratio	%
1.a. ratio Increase student/school counselor	GPPRA	25	17000	0	23	16916	0

Explanation of Progress (Include Qualitative Data and Data Collection Information)

Please see the next form (Section A-2, follow-up data) for a description of current grant implementation status and progress towards the hiring of school counselors. Note that the baseline numbers displayed above are different from those in original grant documentation. As discussed on the following section, it was necessary to make changes in grant data due to several factors, including the decision by a neighboring district included in original grant documentation to drop out of the ESSC grant. The denominator provided above for the target is based on an estimated enrollment of 17,000 students. This number will vary from year to year. Data on student enrollment was collected from the district's student information system (Q SIS). The date used for baseline student enrollment was Oct. 8, 2014. The first Wednesday in October is the official date for the California Basic Educational Data System annual data collection as administered by the Calif. Dept. of Education (CBEDS Day). Data is submitted directly to the state through California's online data system. The use of CBEDS Day provides a standardized day for grant reporting in subsequent grant years. Baseline staffing rates for school counselors were drawn from the district's payroll system as of the end of the 2014/15 school year, June 30, 2015. Any staff positions classified as School Counselor positions and filled by an individual with a Pupil Personnel Services (PPS) Credential were included in the count. This strategy is consistent with the provisions of the original grant proposal.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
2. Project Objective Check if this is a status update for the previous budget period.

The student/school counselor ratio (follow-up data)

Performance Measure	Measure Type	Quantitative Data			
		Target		Actual Performance Data	
		Raw Number	Ratio	Raw Number	Ratio
1.a. Increase student/school counselor ratio	GPRA	23 / 17000	0	23 / 17220	0

Explanation of Progress (Include Qualitative Data and Data Collection Information)

1) Data on student enrollment was collected from the district's student information system (Q SIS). The date used for student enrollment was Oct. 7, 2015. The first Wed. in October is the official date for the California Basic Educational Data System annual data collection as administered by the Calif. Dept. of Education (CBEDS Day). Data is submitted directly to the state through California's online data system. The use of CBEDS Day provides a standardized day for grant reporting. Staffing rates for school counselors were drawn from the district's payroll system as of the end of the current grant year. Feb. 15, 2016. Any staff positions classified as School Counselor positions and filled by an individual with a Pupil Personnel Services (PPS) Credential were included in the count. This strategy is consistent with the provisions of the original grant proposal. 2) Please see Executive Summary for a more detailed description of the obstacles faced in grant implementation and the current grant status and progress. In brief, there were significant changes to grant personnel and grant strategies after submission of the original grant proposal. The originally designated grant Project Director, the district's Director of Pupil Services, left the district at the end of the 2014/15 school year and was replaced by Michael C. Ridge, beginning in the 2015/16 school year. In addition, a neighboring district that had agreed to participate in the grant when the proposal was submitted subsequently decided against participation. Further review of the grant by Mr. Ridge identified errors in the original grant proposal, including (but not limited to) the lack of availability of certain evaluation tools. Most notably, the number of school counselors cited in the original grant proposal was wrong and a new baseline was established using the end of the 2014/15 school year. It became clear that a modification of the original grant plan was necessary - a process that was completed by the district and approved by the original Federal Grant Officer. Job descriptions for counseling positions were modified to be more consistent with grant activities and needs. These positions were approved by district leadership and the Oxnard School District (OSD) School Board in Jan. 2016. The hiring process for two new counseling positions commenced and the district has begun a search to fill those positions. With these significant issues and the associated delays in grant implementation, the district has not yet been able to increase available counseling staff, but has made good progress towards the hiring of 2 new school counselors. 3) See #2 above for a detailed description of delays in grant implementation. As mentioned, the hiring process is now in full swing for two new counselors to fulfill grant needs in the 2015/16 school year and beyond. 4) Repeated conversations between Mr. Ridge, Dr. Heidi Christensen (grant evaluator), and the Federal Grant Monitor have reviewed the issues with the original grant proposal and worked towards development of a plan that is realistic and consistent with both the district's and grant's school counseling needs. As described above, the original grant proposal was revised significantly. Review of the available data helped to clarify the district's needs and develop meaningful strategies to best meet students' needs. Project activities and milestones were changed to reflect the current needs of OSD, which also led to a change in the evaluation plan. The new grant plan is significantly more reflective of the current status and needs of the district and was approved by the Federal Grant Monitor. Data suggested that the district was in need of counselors whose job description matched grant requirements and goals and who were committed to grant implementation. School counselor job descriptions have been modified and approved by OSD administration and the School Board, with the hiring process now underway.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
3. Project Objective Check if this is a status update for the previous budget period.

The student/school social worker ratio (baseline data)

Performance Measure	Measure Type	Quantitative Data			
		Target		Actual Performance Data	
		Raw Number	Ratio	Raw Number	%
1.b. Increase the availability of licensed mental health professionals in Oxnard School District schools.	GPRA	4	1 / 7'000	0	0

Explanation of Progress (Include Qualitative Data and Data Collection Information)

Please see Section A-2, Follow-Up Data for a description of current grant implementation status and progress. Note that the baseline numbers displayed above are different from those in original grant documentation. As discussed earlier, it was necessary to make changes in grant data due to several factors, including the decision by a neighboring district included in original grant documentation to drop out of the ESSC grant. The denominator provided above for the target is based on an estimated enrollment of 17,000 students. This number will vary from year to year. Data on student enrollment was collected from the district's student information system (Q SIS). The date used for baseline student enrollment was Oct. 8, 2014. The first Wednesday in October is the official date for the California Basic Educational Data System annual data collection as administered by the Calif. Dept. of Education (CBEDS Day). The use of CBEDS Day provides a standardized day for grant reporting in subsequent grant years. Baseline staffing rates for school social workers were drawn from the district's payroll system as of the end of the 2014/15 school year, June 30, 2015. Staff positions classified as school mental health workers and filled by an appropriately licensed individual (LCSW/LMFT) were counted as School Social Worker positions. This strategy is consistent with the provisions of the original grant proposal.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
4. Project Objective Check if this is a status update for the previous budget period.

The student/school social worker ratio (follow-up data)

Performance Measure	Measure Type	Quantitative Data			
		Target		Actual Performance Data	
		Raw Number	Ratio	Raw Number	Ratio
1.b. Increase the availability of licensed mental health professionals in Oxnard School District schools.	GPRA	4 / 177000	0 %	2 / 17220	0 %

Explanation of Progress (Include Qualitative Data and Data Collection Information)

See Section A-2 for background information on grant changes and obstacles to grant implementation. 1) As above, data on student enrollment was collected from the district's student information system (Q SIS) on CBEDS Day (October 7, 2015). Staffing rates for school social workers were drawn from the district's payroll system as of the end of the current grant year, Feb. 15, 2016. Staff positions classified as school mental health workers and filled by an appropriately licensed individual (LCSW/LMFT) were counted as School Social Worker positions. This strategy is consistent with the provisions of the original grant proposal. 2) Please see Executive Summary and the summary provided in Section A-2 for a more detailed description of the obstacles faced in grant implementation and the current grant status and progress. It was noted that original grant documentation did not address the hiring of licensed mental health professionals, a clear oversight. Consequently, two new positions for Licensed Marriage and Family Therapists (LMFTs) were added to the grant proposal, to be filled by the end of the grant term, in addition to the two counselor positions addressed earlier. The exact job descriptions for these positions is in the development process, and then will require approval by district leadership and the Oxnard School District (OSD) School Board. Once these steps have been taken, the district will commence a hiring search to fill the two LMFT positions. One of these LMFT positions is hoped to be filled by a Spanish-speaking therapist. 3) See Section A-2 for a detailed description of delays in grant implementation. As mentioned, the development of appropriate job descriptions for district-based LMFTs is in the early stages and will require OSD administrative and School Board approval. This is a lengthy but necessary process. 4) Repeated conversations between Mr. Ridge, Dr. Heidi Christensen (grant evaluator), and the Federal Grant Monitor have reviewed the issues with the original grant proposal and worked towards development of a plan that is realistic and consistent with both the district's and grant's school counseling and student mental health needs. As described earlier, the original grant proposal has been revised significantly. Review of the available data helped to clarify the district's needs and to develop meaningful strategies to best meet students' needs. Project activities and milestones were changed to reflect the current needs of OSD. The new grant plan is significantly more reflective of the current status and needs of the district and was approved by the Federal Grant Monitor. Data suggested that the district was in need of licensed mental health workers to provide the mental health screening and services outlined in grant documentation. These are difficult positions to fill, particularly with Spanish-speaking professionals, but the district is committed to finding appropriately licensed individual who can meet the mental health needs of OSD students and families. Data on mental health service providers in Ventura County suggests that the most likely source of qualified, licensed professionals would be from the ranks of Licensed Marriage and Family Therapists.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
5. Project Objective Check if this is a status update for the previous budget period.

The student/school psychologist ratio (baseline data)

Performance Measure	Measure Type	Quantitative Data					
		Target		Actual Performance Data			
		Raw Number	Ratio	Raw Number	Ratio		
1.c. Maintain currently level of staffing for school psychologists.	GPRA		20 / 17000	0		20 / 16916	0

Explanation of Progress (Include Qualitative Data and Data Collection Information)

Please see Section A-2, Follow-Up Data for a description of current grant implementation status and progress. Note that the baseline numbers displayed above are different from those in original grant documentation. As discussed earlier, it was necessary to make changes in grant data due to several factors, including the decision by a neighboring district included in original grant documentation to drop out of the ESSC grant. The denominator provided above for the target is based on an estimated enrollment of 17,000 students. This number will vary from year to year. Data on student enrollment was collected from the district's student information system (Q SIS). The date used for baseline student enrollment was Oct. 8, 2014. The first Wednesday in October is the official date for the California Basic Educational Data System annual data collection as administered by the Calif. Dept. of Education (CBEDS Day). The use of CBEDS Day provides a standardized day for grant reporting in subsequent grant years. Baseline staffing rates for school social workers were drawn from the district's payroll system as of the end of the 2014/15 school year, June 30, 2015. Staff positions classified as school psychologists and filled by an individual with PPS credential were counted as School Psychologist positions. This strategy is consistent with the provisions of the original grant proposal.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
6. Project Objective Check if this is a status update for the previous budget period.

The student/school psychologist ratio (follow-up data)

Performance Measure	Measure Type	Quantitative Data					
		Target		Actual Performance Data			
		Raw Number	Ratio	Raw Number	Ratio		
1.c. Maintain currently level of staffing for school psychologists.	GPRA		20 / 17000	0		20 / 17220	0

Explanation of Progress (Include Qualitative Data and Data Collection Information)

1) As in prior Sections, data on student enrollment was collected from the district's student information system (Q SIS) on CBEDS Day (October 7, 2015). Staffing rates for school psychologists were drawn from the district's payroll system as of the end of the current grant year, Feb. 15, 2016. Staff positions classified as school psychologists and filled by an individual with a PPS were counted as School Psychologist positions. This strategy is consistent with the provisions of the original grant proposal. 2) Please see Executive Summary and the summary provided in Section A-2 for a more detailed description of the obstacles faced in grant implementation and the current general grant status and progress. The school psychologist positions in Oxnard School District are expected to remain stable, with one FTE per school. 3) See Section A-2 for a detailed description of delays in grant implementation. 4) Repeated conversations between Mr. Ridge, Dr. Heidi Christensen (grant evaluator), and the Federal Grant Monitor have reviewed the issues with the original grant proposal and worked towards development of a plan that is realistic and consistent with both the district's and grant's school counseling and student mental health needs. As described earlier, the original grant proposal has been revised significantly. Review of the available data helped to clarify the district's needs and to develop meaningful strategies to best meet students' needs. Project activities and milestones were changed to reflect the current needs of OSD. The new grant plan is significantly more reflective of the current status and needs of the district and was approved by the Federal Grant Monitor. The number of school psychologists in the district is expected to remain stable, with one FTE per school.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
7. Project Objective Check if this is a status update for the previous budget period.

The number of referrals for disciplinary reasons in schools affiliated with the ESSC grant (baseline data)

Performance Measure	Measure Type	Quantitative Data							
		Target		Actual Performance Data					
		Raw Number	Ratio	Raw Number	Ratio				
2.a. Reduce disciplinary referrals at the five elementary schools selected for grant focus by 10% annually	GPRA	4154	/			4615	/		

Explanation of Progress (Include Qualitative Data and Data Collection Information)

See Section A-2 for background information on grant changes and obstacles to grant implementation. The baseline data shown above reflects all 2014/15 discipline referrals from the five elementary schools that are the focus of this grant. OSD schools collect this information through a specially designated field in the district information system (Q SIS). It is well known in the district that some schools do not consistently follow through on noting behavior referrals in Q, which is obvious when comparing discipline rates among the five schools. One of the focus areas of this grant was to improve behavior referral data collection; however, improvement of data collection will undoubtedly lead to an initial increase in the reporting of behavior referrals. The baseline numbers that are reported above are undoubtedly an underestimate of actual behavior referrals.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
8. Project Objective Check if this is a status update for the previous budget period.

The number of referrals for disciplinary reasons in schools affiliated with the ESSC grant (follow-up data)

Performance Measure	Measure Type	Quantitative Data			
		Target		Actual Performance Data	
		Raw Number	Ratio	Raw Number	Ratio
2.a. Reduce disciplinary referrals at the five elementary schools selected for grant focus by 10% annually	GPRA	4154	/	4685	/

Explanation of Progress (Include Qualitative Data and Data Collection Information)

1) As proposed in the evaluation plan, behavior referral numbers for the five focus schools were drawn from the school's student information system. Q SIS, OSD has created a special field within Q for schools to notate each time a student receives a behavior referral. In the past, this field has been used inconsistently, leading to wide variation in total numbers. A focus of the grant is improving consistent monitoring of student behavior and use of the Q field for tracking. 2) As expected, behavior referral numbers showed a jump from 2014/15 to 2015/16, even though the 2015/16 numbers reflect only a partial school year. In 2014/15, there were two schools (Drifill Elem, Rose Ave Elem) that consistently and largely accurately used the Q system for reporting behavior referrals. There were three other schools, however, that did not. The 2014/15 and 2015/16 numbers for each of those schools are shown below, with the first number being 2014/15: Cesar Chavez Elem: 354, 939 Drifill Elem: 2526, 1234 Lomonwood Elem: 604, 916 Rose Ave Elem: 1075, 793 Sierra Linda Elem: 56, 803 All participating schools have begun implementation of the proposed programs, CHAMPS and Second Step. As can be seen, Rose Ave and Drifill, the accurately reporting schools in 2014/15, have shown significant drops in behavior referrals thus far in the 2015/16 school year. However, Chavez, Lomonwood, and Sierra Linda all had large increases in referrals in 2015/16, erasing the gains of the other two schools. Anecdotal information suggests these increases were not due to worsening behavior among students, but were the result of grant-based training in the consistent use of Q and the adoption of standardized procedures for the monitoring of and data collection related to behavior referrals. As was expected, this has led to an overall increase. It is expected that the improved reporting is now largely fully implemented and that a decrease in behavior referrals should be obvious as schools implement grant strategies. 3. See explanation above. The noted gains in behavior referrals appear to be the result of improved monitoring and reporting rather than reflective of worsening behavior on the part of students. 4. It was expected that the number of student referrals would increase in the first grant year, since all schools were provided training in consistent and standardized systems for matters of student discipline and for reporting of student incidents. This effect was definitely seen in 3 of the 5 focus schools. In the two schools that were already consistently monitoring and reporting behavior referrals, sharp decreases were seen, likely reflecting the work these schools have done on implementing a tiered counseling system. The three schools with high increases will be monitored to ensure that the changes seen reflect only the use of consistent monitoring and performance vs deterioration in student behavior. Included in this monitoring will be district checks on implementation of the tiered counseling services. By report, all 3 have effectively implemented the approved programs, but this will be ascertained independently. It is expected that rates will drop at all schools as implementation proceeds.

**U.S. Department of Education
Grant Performance Report (ED 524B)
Project Status Chart**

PR/Award #: S215E150474

SECTION A - Project Objectives Information and Related Performance Measures Data (See Instructions. Use as many pages as necessary.)
9. Project Objective Check if this is a status update for the previous budget period.

Improve school climate (baseline)

Performance Measure	Measure Type	Quantitative Data					
		Target			Actual Performance Data		
		Raw Number	Ratio	%	Raw Number	Ratio	%
3.a. The percent of OSD elementary students reporting high levels of perceived safety at school on the Trends Climate and Safety Survey will increase by five percentage points annually.	PROJECT	999	/ 999	100	999	/ 999	100
3.b. The percent of OSD elementary students reporting agreement on the Rules, Expectations, and Procedures scale of the Trends Climate and Safety Survey will increase 5 percentage points annually.	PROJECT	999	/ 999	100	999	/ 999	100
3.c. The percent of 5th grade OSD students reporting high levels of caring relationships with adults in school on the California Healthy Kids Survey (CHKS) will increase by 5 percentage points by the end of the grant period.	GPRA	803	/ 1198	67	743	/ 1198	62

Explanation of Progress (Include Qualitative Data and Data Collection Information)

See Section A-2 for background information on grant changes and obstacles to grant implementation. As part of the grant evaluation, OSD will administer the TRENDS Climate and Safety Survey for students at least annually. There are several scales on this survey; the grant focus will be on student perception of School Safety and perception of understanding of Rules, Expectations, and Procedures. These are areas of focus within the CHAMPS program being implemented in OSD schools as part of the ESSC grant. This survey has not yet been administered to students so baseline data is not available. It is expected the first administration will happen near the end of the 2015/16 school year, with follow-up administrations at least annually. Performance Measure 3.c. will be monitored through the use of the California Healthy Kids Survey (CHKS). The CHKS is administered biennially to students in grades 5, 7, 9, 11 and all alternative school students in districts throughout California. The survey is provided for a fee by WestEd; fees include a summary reports of findings. Findings for the 2013/14 OSD administration indicate that 62% of OSD 5th graders reported high levels of caring relationships with adults at school, roughly consistent with the county as a whole. Although 7th graders are not the focus of this grant, there is a large drop-off in the perception of caring relationships as OSD students get older, with only 29% of OSD 7th graders reporting high levels of caring relationships with adults at school – well below the countywide rate of 35%. This is an area of concern for OSD and indicates the importance of strengthening students' relationships with adults at schools at all grade levels and maintaining those strategies throughout students' time in all OSD schools.

Elementary and Secondary School Counseling Federal Expenditures for Budget Period for May 1, 2016 through April 30, 2017

2015 Cohort - Year Two

Grantee Name: Oxnard School District
PR Award #: S215E15 _____
Project Director: Michael C. Ridge

Budget Categories	Approved Carryover from Year 1 Into Year 2 (Unspent funds available at the end of year one grant period 4/30/2016)	Year 2 Approved Budget	Actual Expenses 05/01/2016 thru 03/17/2017 (From the beginning of the grant until the report is due)	Encumbered or Anticipated Expenses from 03/18/2016 thru 04/30/2017 (From when the report is due to the end of the grant)	Anticipated Carryover Funds from Year 2 to Year 3 (i.e., unspent or unencumbered in Year 2)	<u>IF</u> you want to use any carryover funds in year 3, you MUST provide a narrative explanation of the intended use
<i>Please add rows to categories (as necessary) in order to itemize/detail expenditures</i>		<i>These figures should reflect your most recently approved budget</i>	<i>These figures should reflect funds you've actually drawn down through 05/01/2016-03/17/2017</i>	<i>These figures should reflect how much you anticipate spending or obligating between 03/18/2016-04/30/17</i>	<i>These figures should reflect what you have not spent (Column E) or obligated by the end of your budget period (04/30/2017)</i>	<i>Please provide a thorough, narrative description of how you plan to use the Carryover funds (Column G). (Must be consistent with U.S. Dept. of Education allowable expenses and supportive of program as described in the original, approved grant application.)</i>
PERSONNEL	0	\$ -	\$ -	\$ -	\$ -	
FRINGE	0	\$ -	\$ -	\$ -	\$ -	
TRAVEL	0	\$ -	\$ -	\$ -	\$ -	
EQUIPMENT	0	\$ -	\$ -	\$ -	\$ -	
SUPPLIES	34,013	\$ -	\$ -	\$ -	\$ -	

						Carryover funds will be used to continue the work of the counseling program, Accion Positiva, by providing direct counseling services to students and families as described in the approved grant application and as delivered in year 2 of the grant. The carryover funds will continue support services for 100 families throughout the end of the 2017 calendar year until grant funds are exhausted.
CONTRACTUAL	296,303	\$ 494,625	\$ 406,506	\$ 30,000	\$ 324,422	
OTHER	0	\$ -	\$ -	\$ -		
INDIRECT	13,066	\$ 19,539	\$ 19,535	\$ 1,485	\$ 11,585	
TOTALS	343382	\$ 514,164	\$ 426,041	\$ 31,485	\$ 336,007	

Non-Federal Expenditures

Budget Categories	Approved Carryover from Year 1 into Year 2 (Unspent funds available at the end of year one grant period 04/30/2016)	Year 2 Approved Budget	Actual Expenses 05/01/2016 thru 03/17/2017 (From the beginning of the grant until the report is due)	Encumbered or Anticipated Expenses from 03/18/2016 thru 04/30/2017 (From when the report is due to the end of the grant)	Anticipated Carryover Funds from Year 2 to Year 3 (i.e., unspent or unencumbered in Year 2)	IF you want to use any carryover funds in year 3, you MUST provide a narrative explanation of the intended use
<i>Please add rows to categories (as necessary) in order to itemize/detail expenditures</i>		<i>These figures should reflect your most recently approved budget</i>	<i>These figures should reflect funds you've actually drawn down through 05/01/2016-03/17/2017</i>	<i>These figures should reflect how much you anticipate spending or obligating between 03/18/2016-04/30/17</i>	<i>These figures should reflect what you have not spent (Column E) or obligated by the end of your budget period (04/30/2017)</i>	<i>Please provide a thorough, narrative description of how you plan to use the Carryover funds (Column G). (Must be consistent with U.S. Dept. of Education allowable expenses and supportive of program as described in the original, approved grant application.)</i>
PERSONNEL	0	\$ -	\$ -	\$ -	\$ -	0
FRINGE	0	\$ -	\$ -	\$ -	\$ -	0

TRAVEL	0	\$ -	\$ -	\$ -	\$ -	0
EQUIPMENT	0	\$ -	\$ -	\$ -	\$ -	0
SUPPLIES	0	\$ -	\$ -	\$ -	\$ -	0
CONTRACTUAL	0	\$ -	\$ -	\$ -	\$ -	0
OTHER	0	\$ -	\$ -	\$ -	\$ -	0.00
INDIRECT	0	\$ -	\$ -	\$ -	\$ -	0
TOTALS	0	\$ -	\$ -	\$ -	\$ -	\$0

*If you proposed in your original application non-federal funds you are expected to report on those funds as well.

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 5/3/17

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
- B. Hearings** _____
- C. Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

Award of Formal Bid #16-04 and Approval of Agreement #16-266 for Chavez School HVAC Modernization (Cline/Fateh)

Formal bids were solicited for Bid #16-04, Chavez School HVAC Modernization, pursuant to Public Contract Code 20110. Four bids were received and opened at 12:00 p.m., Thursday, April 6, 2017. The bid summary is attached.

It is requested that the Board of Trustees award Bid #16-04 to Ardalan Construction Company Inc., as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$1,153,000.00, and enter into Agreement #16-266 to perform the project. The project will be funded through General Fund – Ongoing Maintenance Funds.

FISCAL IMPACT:

\$1,153,000.00 – General Fund – Ongoing Maintenance Funds

RECOMMENDATION:

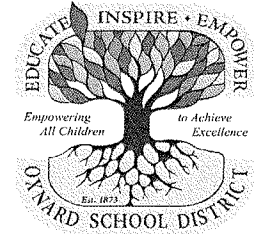
It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #16-04 Chavez School HVAC Modernization, in the total amount of \$1,153,000.00, and enter into Agreement #16-266 with Ardalan Construction Company Inc.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #16-266, Ardalan Construction Company Inc. (2 Pages)

OXNARD SCHOOL DISTRICT

School/Dept: Chavez
 Project Description: HVAC Modernization
 O.S.D. BID NO. 16-04
 Date: Thursday, April 6, 2017 - 12:00PM



BIDDER	BASE BID	Add. #1, 2 & 3	Sub List	Non Collusion	Bid Qual	Bid Bond	Job Walk Conf
Ardalan Const.	659,000 / 494,000	✓	✓	✓	✓	✓	✓
GRD Const	733,500 / 467,000	✓	✓	✓	✓	✓	✓
United Mechanical	750,000 / 673,000	✓	✓	✓	✓	✓	✓
Wauson Const	526,260 / 726,740	✓	✓	✓	✓	✓	✓

SECTION 00310

AGREEMENT #16-266

THIS AGREEMENT is made this 3rd day of May, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and Ardalan Construction Company Inc., hereinafter called the “Contractor”, with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #16-04
Chavez School HVAC Modernization

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. Final completion of the work shall be achieved as indicated below:

Phase 1: Administrative Phase **Start:** Anticipated NTP on or about 5/15/17 **Completion:** 6/18/17

Phase 2: Construction Phase **Start:** 6/19/17 **Final Completion:** 8/14/17

Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Million One Hundred Fifty-Three Thousand Dollars and No Cents (**\$1,153,000.00**). The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder's Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Cert of Contractor & Subcontractor DIR Reg | |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 5/3/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P17-04401 – West Coast Air Conditioning (Cline/Fateh)

Proposals were solicited for Field Contract #FC-P17-04401, Installation of New A/C Units in ESC (Pupil Services & Educational Services), pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Wednesday, April 19, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P17-04401 to West Coast Air Conditioning, in the amount of \$40,250.00. The project will be funded through Deferred Maintenance – One Time Funds.

FISCAL IMPACT:

\$40,250.00 – Deferred Maintenance Funds – One Time Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P17-04401 in the amount of \$40,250.00 with West Coast Air Conditioning.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P17-04401, West Coast Air Conditioning (4 Pages)

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 4/20/17, between **West Coast Air Conditioning** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Forty Thousand Two Hundred Fifty Dollars (\$40,250.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ****PER ATTACHED PROPOSAL DATED 4/19/17.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the **greatest possible dispatch** and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin May 5, 2017 & be completed by the end of the day June 4, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading **“General Conditions”**.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance Bond
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P17-04401</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>4/19/17</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance (One Time Monies)</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and (2) on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



WEST COAST AIR CONDITIONING

561-A Kinetic Drive • Oxnard, CA 93030
(805) 485-1410 • FAX (805) 981-7189
www.westcoast-air.com • STATE LIC. #710984

April 19, 2017



Oxnard School District
Vincent A. McGarry
1055 South C Street
Oxnard, CA 93030

Project: Ductless Multi-Zone – Pupil & Educational Offices
Location: 1055 South C Street, Oxnard

Quote #WC – 35990R1

Vincent,

West Coast Air Conditioning is pleased to present the following proposal options:

Provide and install (2) 3-ton **Mitsubishi** multi-zone ductless split systems with (6) indoor fan coils and (2) outdoor condensing unit for the three Educational offices as well as the Pupil Service offices. Each office will have its own ductless fan coil with a remote controller to adjust the temperature within the office. The (3) ductless fan coils (whether it's Pupil Services or Educational offices) will connect with the outdoor unit via refrigeration line-sets. We will provide line-set covers inside the offices to cover any exposed refrigeration lines. Once complete we will check for operation.

Indoor Units

(6) **Mitsubishi** 1-Ton M-Series wall mounted heat pump fan coil unit

- Model *MSZ-GL12NA*
- 208/230/1 phase
- Handheld Wireless Remote Controllers model *MHK1*
- Refrigeration line sets
- Condensate pumps as needed

Outdoor Unit

(2) **Mitsubishi** 3-Ton Multi-Zone Heat Pump Condensing Unit

- Model *MXZ-4C36NAHZ*
- Dura-block condenser pads
- 208/230/1 phase
- Line-set covers
- Provide high voltage electrical for Both split systems from outdoor to indoor unit
- Check for operation
- Crane for outdoor units
- Prevailing Wages / Normal working hours / Tax

Forty Thousand Two Hundred Fifty-Dollars:

\$40,250.00

Exclusions: off hours, high voltage electrical to outdoor condensing unit, interlocking switches/relays, starters, extra parts or stock, spring seismic/vibration isolation, patching, coring, cutting, notching, framing, stainless / PVS steel, sheet metal / lead flashing, welding or welded steel, fau platforms, multiple unit interconnection, plan check fees, energy calculations, design drawings, bond & permits.

Payment is due in full within thirty (30) days.

Authorized
Signature:


Greg Hellmann, Project Manager & Estimating

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Acceptance of Proposal:

Print Name: _____

Date: _____

Signature: _____

If this proposal is satisfactory, please sign and return a copy to our office.

Thank You!

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 5/3/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES _____

1st Reading _____ 2nd Reading _____

APPROVAL OF WAL #008 WITH TETRA TECH INC. FOR CEQA SERVICES FOR THE ROSE AVENUE RECONSTRUCTION PROJECT (Morales/Cline/CFW)

The Oxnard School District (District) is proceeding with the reconstruction of the Rose Avenue K-5 school. The project includes the construction of a new school on the existing 9.3-acre site followed by the demolition of the existing school.

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose. This agenda item authorizes the issuance of WAL #008 as follows:

Master Agreement: #13-132

WAL: #008

Consultant: Tetra Tech, Inc.

Date Issued: May 4, 2017

Amount: \$3,200.00 (not to exceed)

Under this WAL assignment, Tetra Tech will prepare California Environmental Quality Act (CEQA) documentation for the project. Tetra Tech will assist in the compilation of substantial evidence to support the development of a categorical exemption for the project. If their analysis indicates that a significant environmental impact may occur or the project may otherwise not qualify for a CEQA exemption, Tetra Tech will immediately discuss options with the District, which could include preparation of a Mitigated Negative Declaration or focused Environmental Impact Report.

FISCAL IMPACT

Not to exceed \$3,200.00 to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #008 in the amount not to exceed \$3,200.00 with Tetra Tech Inc. for CEQA Services for the Rose Avenue Reconstruction Project per Master Agreement #13-132.

ADDITIONAL MATERIAL

Attached: WAL #008, Tetra Tech, Inc. (1 Page)
 Proposal, Tetra Tech, Inc. (4 Pages)
 Master Agreement #13-132, Tetra Tech, Inc. (36 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 5/4/2017
SITE NAME: Rose Reconstruction Project	DSA #
MASTER AGREEMENT #: 13-132	OPSC #
WAL #: 008	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech, Inc. Street: 5383 Hollister Avenue Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3101

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provision of services to prepare California Environmental Quality Act (CEQA) documentation for the Rose Avenue K-5 School Reconstruction Project as outlined in the attached scope of work, schedule, and not to exceed fees.
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 5/4/2017	COMPLETION DATE: See attached estimated schedule
-----------------------------	---

FIXED FEE AMOUNT: \$3,200 (not to exceed)

This fee amount is based upon Consultant's proposal dated 3/29/2017 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Patricia Raphael Garcia (CFW)	PREPARED BY: Patricia Raphael Garcia (CFW)
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and Implementation Program Funds	
COST ID: 6171 - Environmental Studies	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



March 29, 2017

M-2369rev2

Ms. Patricia Raphael Garcia
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 200
Los Angeles, California 90041

Subject: Proposal to Conduct CEQA Analysis for the Rose School Reconstruction Project.

Dear Patricia:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to conduct CEQA analysis for the Rose School Reconstruction Project. The proposed approach is based on a preliminary review of the Oxnard School District's (OSD's) Master Construct and Implementation Program dated December 2016. Our understanding of the project is as follows:

Project Understanding:

Rose Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent classrooms and 3 portable classrooms. The Master Construct Program assessed the need for extensive modernization to provide a new media center, modernized classrooms and MPR/food service building, upgraded electrical and other utilities, and improved playfields, vehicular areas, lunch shelters, and play equipment. In lieu of a costly renovation, the Master Construct Program adopted a reconstruction plan for the campus that locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Elementary to continue in operation until construction is complete. Upon completion, the north half of the site would be demolished and replaced with new playgrounds, hard courts, and play fields.

The 2015-16 enrollment was 745 students.¹ The Master Construct and Implementation Program recommended to construct Rose with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District's potential State aid reimbursement. The adopted specification for the project calls for a loading of 750 students at State standards.

Scope of Work:

California State CEQA Guidelines Section 15300, Categorical Exemptions, includes classes of projects which have been determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA. Whether a Categorical Exemption can be utilized to obtain clearance under CEQA is dependent on factors such as the percentage increase in square footage and/or student capacity, and the number of new classrooms associated with proposed school improvements. Based on an initial review of the various classes of exemptions that can be applied to school construction and modification projects, the most applicable to the proposed project is a Class 2 exemption.

¹ Ed Data Education Data partnership. Rose Avenue Elementary accessed March 2017, URL: <http://www.ed-data.org/school/Ventura/Oxnard/Rose-Avenue-Elementary>



CEQA Guidelines Section 15302 Replacement or Reconstruction, defines a Class 2 exemption as replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced including, but not limited to replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent.

Tetra Tech will conduct a CEQA review to determine if the project would qualify for a Class 2 categorical exemption. We will also conduct an environmental evaluation of the school project to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines based on publicly available information. Tetra Tech will prepare a draft letter report documenting our findings and confirming the status of a categorical exemption or recommending that an Initial Study (IS) be prepared. The draft letter report will be submitted to CFW and we will incorporate any comments received into a final letter report.

If it is confirmed that a Categorical Exemption applies to this project, Tetra Tech will also prepare a Notice of Exemption Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that the project will not have a significant effect on the environment.

Once completed, we will forward the draft Notice of Exemption form to CFW for review. Tetra Tech will address any comments. Upon acceptance by CFW/OSD, we will prepare the final Notice of Exemption and conduct the document filing.

This scope assumes one round of review of the draft letter report and that no additional studies will be performed by Tetra Tech to verify that no exceptions exist for this classroom addition project under Section 15300.2 of the CEQA guidelines.

Estimated Price and Schedule:

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$3,200. This price will not be exceeded without your prior authorization.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that the letter report can be completed within 30 days from receipt of the notice to proceed, assuming that CFW/OSD will provide us the requested school site information in a timely manner and review of the draft letter report occurs within a few days of receipt.

Key Project Personnel

Mr. Randy Westhaus (Project Manager) will provide technical oversight and project management for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 35 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

Ms. Renee Longman, AICP, LEED-AP BD+C (CEQA Specialist). Ms. Longman is an urban and environmental planner with extensive experience in the preparation and management of CEQA/NEPA technical documents, permitting, and coordination with government and regulatory agencies. She has



worked on a variety of projects including transportation, energy (Solar, Wind, Power Plants, and Oil & Gas), mixed-use, educational (K-12 and higher education), industrial, and public works. As a planner, she works with public agencies in the identification of existing land use conditions, analyzing a proposed project for compatibility with existing land uses, and assessing the consistency of a proposed project with relevant planning policies and regulations. Ms. Longman also has experience in preparing aesthetics studies for environmental documents, zoning compliance, design review, and public outreach efforts including public workshops and community meetings

Limitations

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

Contractual Terms and Conditions

We propose to perform these services in accordance with Master Services Agreement #13-132 between OSD and Tetra Tech and the agreed scope of services in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization from you acknowledging your acceptance of this proposal and a work authorization letter from OSD.



If you have any questions regarding our proposal, please contact Randy Westhaus at (805) 681-3101 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for your very important school reconstruction project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in blue ink that reads 'Rt Westhaus'.

Project Manager/California Schools Director

cc: Longman, R. (Tt SBA)
Lewis, M. (Tt SBA)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) 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. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by 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 prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of 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 or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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 or the WAL for a minimum of four 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 or the WAL.

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) days of receipt of the request.

19. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees 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, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL 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.

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.

20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **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 and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- 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 WAL or the Services performed hereunder or the WAL.
 - 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.
22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, 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 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 District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, 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's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RTW (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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 Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetrattech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered 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.

34. **Excusable Delays.** 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.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant 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 District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **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.

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:

Lisa A. Franz
Signature

Randy Westhaus
Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-132

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant 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 Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by 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 Consultant's sole and exclusive compensation and District shall have no liability to Consultant 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.

Not Project Related

Project #13-132

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

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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 and/or Services 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 and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

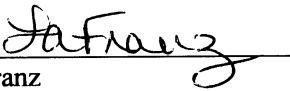
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for 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, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-132

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**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

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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: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

Not Project Related

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, 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.

Tetra Tech, 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,
Business and Fiscal Services

- Not Project Related
- Project #13-132

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 Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST		% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
				FEE	RE-IMB					
1	COST ID	Base Contract - fee	SCOPE OF WORK			0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK			0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!		#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
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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-imbursables, 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-imbursables 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@cfvinc.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 25th 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2013

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570051834152** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<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
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline
1051 South A Street
Oxnard CA 93030 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of
Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

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2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

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All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

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1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 3, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

2016-2017 3rd 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 Board 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 3rd quarter of fiscal year 2016-2017.

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 2016-2017 3rd Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL:

- Memorandum dated 4/5/17 from Paula Driscoll, VCOE Executive Director, School Business & Advisory Services (1 page)
- VCOE Williams Activity Report for the 3rd Quarter, Fiscal Year 2016-2017 (1 page)



Date: April 5, 2017

To: District Superintendents

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services *PR*

Subject: 2016-17 3rd 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 3rd quarter of fiscal year 2016-17. 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 2015-16 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 2017.

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 2016-17

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. 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 2016-17 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 1st Quarter Williams Activity Report published in October 2016. 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 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2017.

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: May 3, 2017

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

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.

FISCAL IMPACT:

RECOMMENDATION:

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Attached: Classified Personnel Actions (page)
Certificated Personnel Actions

CLASSIFIED PERSONNEL ACTIONS

May 3, 2017

New Hire

Arroyo, Maribel	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	04/24/2017
Lindgren, Meggin	Speech Language Pathology Assistant, Position #7978 Special Education 8.0 hrs./183 days	04/17/2017

Limited Term

Baeza, Victoria	Paraeducator	04/17/2017
Bello, Nannette	Clerical	04/10/2017
Garza, Teresa	Child Nutrition Worker	04/10/2017
Goldberg, Sandra	Paraeducator	04/17/2017
Juarez, Eleanor	Child Nutrition Worker	04/20/2017
Lemos, Marissa	Child Nutrition Worker	04/10/2017
Lemus Fonseca, Rocio	Child Nutrition Worker	04/11/2017
McGregor, Sarah	Paraeducator	04/17/2017
Pina, Daniella	Paraeducator	04/17/2017
Sanchez Oviedo, Maria	Child Nutrition Worker	04/20/2017
Spino, Alena	Paraeducator	04/17/2017
Suarez, Abigail	Paraeducator	04/17/2017
Wells, Maria	Child Nutrition Worker	04/11/2017

Promotion

Marquez, Juana	Accounting Specialist IV, Position #1747 Budget 8.0 hrs./246 days Accounting Specialist III, Position #5565 Budget 8.0 hrs./246 days	04/25/2017
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Transfer

Camarena, Rosy	Office Assistant II (B), Position #2156 Harrington 7.0 hrs./203 days Office Assistant II (B), Position #2185 Sierra Linda 8.0 hrs./203 days	05/08/2017
Glass, Joshua	Custodian, Position #1220 Brekke 8.0 hrs./246 days Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	05/01/2017

Return from Leave of Absence

Rodriguez, Marcela	Child Nutrition Worker, Position #2848 Child Nutrition Services 5.5 hrs./185 days	04/17/2017
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Medical Release

2219	Child Nutrition Worker, Position #2219 Frank 5.0 hrs./185 days	04/21/2017
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Retirement

Arthur, Mary Ellen	Library Media Technician, Position #2524 Ritchen 5.0 hrs./190 days	04/28/2017
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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

Contreras, Clarissa	Substitute Teacher	2016/2017 School Year
Lopez, Arturo	Substitute Teacher	2016/2017 School Year
Sanchez, Monica	Substitute Teacher	2016/2017 School Year
Tiffany, June	Substitute Teacher	2016/2017 School Year

Resignations

Faherty, Julia	Math Teacher, Soria	06/16/2017
Hefflefinger, Ken	Teacher, Curren	06/30/2017
Holva, Candi	ELA Teacher, Curren	06/30/2017

Retirement

Grayson, Kay	Teacher, McAuliffe	06/17/2017
Hudson, Christi	Teacher, Ramona	06/30/2017
Lambert, MaryKay	Teacher, Kamala	06/17/2017
Miranda, Lourdes	Teacher, Lemonwood	06/17/2017
Morales, Cynthia	Teacher, Ramona	06/16/2017
Sher, Terry	Science Teacher, Kamala	06/17/2017

Leave of Absence

Deas, Kristin	Assistant Principal, Curren	05/23/17 – 6/30/17
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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: May 3, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading X 2ND Reading _____

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended the Legislative Action Day in Sacramento on March 20 & 21, 2017 and the CABE Conference in Anaheim on March 28, 29, 30 & 31, 2017.

A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on those dates, and Rio School District has requested reimbursement for the substitute costs of \$815.76.

Education Code Section 44987.3 (d) stipulates “*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*”

FISCAL IMPACT

Reimbursement is requested in the amount of \$815.76 to be paid from the General Fund.

RECOMMENDATION

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

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: May 3, 2017

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

SECOND READING – REVISION TO AR 3460 – FINANCIAL REPORTS AND ACCOUNTABILITY (Cline)

Revisions to AR 3460 are being proposed in order to comply with changes to Title 5 regulations, new law, and changes related to the local control funding formula (LCFF). Added text is indicated by italicized font, and deletions are indicated by strikethrough font.

To comply with these changes, AR 3460 is presented herewith for the Board’s consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the board adopt the revisions to AR 3460 as presented.

ADDITIONAL MATERIAL

Attached: AR 3460 (6 pages)

FINANCIAL REPORTS AND ACCOUNTABILITY

Unaudited Actual Receipts and Expenditures

The Superintendent or designee shall prepare a statement of all unaudited actual receipts and expenditures of the district for the preceding fiscal year, using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). On or before September 15, the Board of Trustees shall approve this statement and file it with the County Superintendent of Schools. (Education Code 42100)

Gann Appropriations Limit Resolution

The Board shall adopt a resolution on or before September 15 of each year to identify, pursuant to Government Code 7900-7914, the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit of the district during the preceding year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

Interim Reports

The Superintendent or designee shall submit two interim fiscal reports to the Board, the first report covering the district's financial and budgetary status for the period ending October 31 and the second report covering the period ending January 31. The reports and supporting data shall be made available by the district for public review. (Education Code 42130)

(cf. 1340 - Access to District Records)

Each interim *fiscal* report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. The *interim* reports shall be based on *State Board of Education* criteria and standards adopted by the State Board of Education (SBE) which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected *local control funding formula (LCFF)* revenue limit, salaries and benefits, other revenues and expenditures, and facilities maintenance. *For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report.* (Education Code 42130, ~~42131~~; 5 CCR 15453-15464~~6~~)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions, (*i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget*), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code ~~33128.3~~, 42130, ~~42131~~; 5 CCR 15453-15464~~6~~)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

Within 45 days after the close of the period reported, the Board shall approve the interim fiscal report and certify, on the basis of the interim report and any additional financial information known by the Board to exist at the time of certification, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of the interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district submits a positive certification that is subsequently changed by the County Superintendent to a qualified or negative certification, the district may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken by the County Superintendent under the authority granted to him/her pursuant to Education Code 42131.

Whenever the County Superintendent conducts a comprehensive review of the district's financial and budgetary conditions after determining that the district's budget does not comply with SBE-adopted criteria and standards for fiscal stability, the Board shall review the County Superintendent's recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of its proposed actions on the recommendations. (Education Code 42637)

If the second interim report of the fiscal year is accompanied by a qualified or negative certification as determined by the Board or the County Superintendent, the Superintendent or designee shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement that reports data for the period ending April 30 and projects the district's fund and cash balances as of June 30. (Education Code 42131)

Audit Report

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

By April 1 of each year, the Board shall provide for an audit of the district's books and accounts or the County Superintendent shall make arrangements to provide for that audit. (Education Code 41020)

The Superintendent or designee shall establish a timetable for the completion and review of the audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

The Board shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the district in each of the six previous fiscal years. (Education Code 41020)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Accounting Standards, Amendment #3, published by the U.S. Government Accounting Office. (Education Code 41020)

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. *The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan.* (Education Code 41020)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall cooperate with the auditor to provide the necessary financial records and to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

By January 31 of each year, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

(cf. 9322 - Agenda/Meeting Materials)

To the extent possible, the Board's review shall occur prior to December 15 to provide the Board and the community an opportunity to review the audit before it is submitted to local and state agencies.

No later than December 15, the Superintendent or designee shall file the report of the audit for the preceding fiscal year with the County Superintendent, the California Department of Education, and the State Controller. (Education Code 41020)

When required by federal law, specified records pertaining to the audit of federal funds received and expended by the district shall be transmitted to the federal clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the fiscal year, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (31 USC 7502)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal, summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report (GASB 75)

In accordance with GASB Statement 75, the district's financial statements shall report the annual expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

FINANCIAL REPORTS AND ACCOUNTABILITY (continued)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The amount of the district's financial obligation for OPEBs shall be reevaluated every two or three years in accordance with GASB 45 depending on the number of members in the OPEB plan.

Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation
approved: ~~October 19, 2011~~ *May 3, 2017*

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 3, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

**TEACHER QUALIFICATIONS UNDER NO CHILD LEFT BEHIND ACT – BP & AR
4112.24: Delete (Vaca)**

DESCRIPTION OF AGENDA ITEM:

The regulation and policy have been deleted, as recommended by the California School Boards Association, since new Federal Law repealed requirements that teachers meet criteria of “highly qualified” teachers.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the deletion of the attached regulation and policy, as presented.

ADDITIONAL MATERIAL(S):

BP & AR 4112.24: Teacher Qualifications Under the No Child Left Behind Act (8 pages)

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~

~~Recognizing the importance of teacher effectiveness in improving student achievement, the Board of Trustees desires to recruit and hire teachers for core academic subjects who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB).~~

~~(cf. 4112.2—Certification)~~

~~(cf. 4112.21—Interns)~~

~~(cf. 4112.22—Staff Teaching Students of Limited English Proficiency)~~

~~(cf. 4112.23—Special Education Staff)~~

~~(cf. 6171—Title I Programs)~~

~~All teachers employed to teach core academic subjects shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)~~

~~The Superintendent or designee shall inform teachers of NCLB requirements and shall identify additional qualifications, if any, that individual teachers need to demonstrate in order to meet the requirements. He/she shall work with individual teachers to develop a plan for attaining full qualifications.~~

~~The Superintendent or designee shall monitor the distribution of "highly qualified" teachers among district schools and develop strategies, as needed, to encourage teachers who meet NCLB requirements to teach in schools with the lowest student performance.~~

~~(cf. 0520.1—High Priority Schools Grant Program)~~

~~(cf. 0520.2—Title I Program Improvement Schools)~~

~~(cf. 0520.4—Quality Education Investment Schools)~~

~~(cf. 4113—Assignment)~~

~~(cf. 4114—Transfers)~~

~~(cf. 4138—Mentor Teachers)~~

~~The Superintendent or designee shall report to the Board on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law, and the percentage of teachers who are receiving professional development to enable them to satisfy this definition. (20 USC 6319)~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4131.1—Beginning Teacher Support/Induction)~~

Legal Reference: (see next page)

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

Legal Reference:

EDUCATION CODE

~~44500-44508 Peer Assistance and Review Program for Teachers~~

~~44662 Performance evaluation; Stull Act review~~

~~44664 Teacher evaluation; program to improve performance~~

~~44865 Alternative programs~~

CODE OF REGULATIONS, TITLE 5

~~6100-6126 Teacher qualifications, No Child Left Behind Act~~

~~80021 Short term staff permit~~

~~80021.1 Provisional internship permit~~

~~80089.3-80089.4 Subject matter authorizations~~

UNITED STATES CODE, TITLE 20

~~1401 Definition of highly qualified special education teacher~~

~~6311 Parental notifications~~

~~6312 Title I local educational agency plan~~

~~6314 Schoolwide programs~~

~~6315 Targeted assistance schools~~

~~6319 Highly qualified teachers~~

~~7345-7345b Small Rural Schools Achievement Program~~

~~7801 Definitions, highly qualified teacher~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.55-200.57 Highly qualified teachers~~

~~200.61 Parent notification regarding teacher qualifications~~

~~300.18 Highly qualified special education teachers~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~*California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings, January 2007*~~

~~*NCLB Teacher Requirements Resource Guide, March 1, 2004*~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~*Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002*~~

~~*Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001*~~

~~*California Standards for the Teaching Profession, July 1997*~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE

~~*Improving Teacher Quality State Grants, ESEA Title II, Part A, Non-Regulatory Guidance, revised October 5, 2006*~~

~~*New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004*~~

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~California Department of Education, NCLB Teacher Quality: <http://www.cde.ca.gov/nclb/sr/tq>~~

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

~~U.S. Department of Education, No Child Left Behind: <http://www.ed.gov/nclb>~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~

Definitions

~~Core academic subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)~~

~~Hard-to-staff setting means a middle or high school classroom eligible for the federal Small Rural Schools Achievement Program, a middle or high school special education classroom, or a middle or high school alternative education program as specified in Education Code 44865, including home teaching, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools, county community schools, and district community day schools. (5 CCR 6100)~~

~~(cf. 6181—Alternative Schools/Programs of Choice)
(cf. 6183—Home and Hospital Instruction)
(cf. 6184—Continuation Education)
(cf. 6185—Community Day School)~~

~~High Objective Uniform State Standard Evaluation (HOUSSE) is a method of determining a teacher's subject matter competence using forms developed by the California Department of Education (CDE). HOUSSE Part 1 consists of a summation of the teacher's years of experience, coursework, professional development, and service to the profession. HOUSSE Part 2, to be conducted only if Part 1 does not indicate subject matter competency, consists of direct observation and portfolio assessment and, if necessary, completion of the Peer Assistance and Review Program for Teachers or other individualized professional development plan. (5 CCR 6104)~~

~~(cf. 4139—Peer Assistance and Review)~~

~~Level 1 professional development means training that will provide a teacher with the requisite understanding of each set of state content standards. Level 2 professional development means training that will provide a teacher with more in-depth understanding of the content standards than provided in a Level 1 professional development program. The trainings shall be consistent with state adopted academic content standards, curriculum frameworks, and adopted texts and shall incorporate the assessment of subject matter competency as outlined in the CDE's document California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings. For each type of training, at least 36 hours in the core subject for which the teacher is being certified is required to substantively address the subject matter content. (5 CCR 6100, 6105)~~

~~Teacher new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, on or after July 1, 2002. (5 CCR 6100)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

~~Teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)~~

~~Teacher Qualifications~~

~~To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB), a teacher of a core academic subject shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6105, 6110)~~

- ~~1. — Hold a bachelor's degree~~
- ~~2. — Hold a full credential or be currently enrolled in an approved intern program for less than three years~~

~~(cf. 4112.2 — Certification)
(cf. 4112.21 — Interns)~~

- ~~3. — Demonstrate subject matter competency in accordance with the applicable requirements below~~

~~(cf. 6171 — Title I Programs)~~

~~A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)~~

~~A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)~~

~~Demonstration of Subject Matter Competency~~

~~Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:~~

- ~~1. — An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

2. ~~An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~
3. ~~A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)~~
 - a. ~~A validated statewide subject matter examination certified by the CTC~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
4. ~~A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)~~
 - a. ~~A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes~~
 - b. ~~University subject matter program approved by the CTC~~
 - c. ~~Undergraduate major in the subject taught~~
 - d. ~~Graduate degree in the subject taught~~
 - e. ~~Coursework equivalent to the undergraduate major~~
 - f. ~~Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards~~
 - g. ~~The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

5. ~~A middle or high school teacher in a hard to staff setting, as defined above, shall complete professional development for the subject matter verification process within three years of the date of assignment to such a setting. (5 CCR 6100, 6105)~~
- a. ~~If the teacher has fewer than 20 total or 10 upper division nonremedial college level semester units, or equivalent quarter units, in a core academic subject, he/she shall complete both Level 1 and Level 2 professional development courses as defined above.~~
 - b. ~~If the teacher has fewer than 32 semester nonremedial college level units, but at least 20 total or 10 upper division nonremedial semester units, or the equivalent quarter units, in a core academic subject, he/she shall complete a Level 2 professional development course.~~

(cf. 4131 Staff Development)

6. ~~An elementary, middle, or high school special education teacher teaching multiple subjects exclusively to students with disabilities may either: (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)~~
- a. ~~Meet the requirements above for teachers who are new or not new to the profession, as applicable~~
 - b. ~~In the case of a new special education teacher who has demonstrated subject matter competency in mathematics, language arts, or science, demonstrate competency in the other core academic subject(s) he/she teaches through the HOUSSE no later than two years after the date of employment~~

Satisfaction of Requirements Outside District

~~A teacher who has been determined by another district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)~~

~~A teacher who has been determined to meet subject matter competency requirements outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out of state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)~~

~~TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT~~
(continued)

~~A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)~~

- ~~1. Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education~~
- ~~2. Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers~~
- ~~3. Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers~~
- ~~4. Holds a California teaching credential~~

Certification of Compliance

~~All teachers teaching core academic subjects shall complete and sign a certificate of compliance with NCLB requirements and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.~~

~~The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with NCLB requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)~~

District Plan for Highly Qualified Teachers

~~Within the Title I local educational agency plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements in accordance with law. As part of this plan, the Superintendent or designee shall provide high quality professional development designed to enable teachers to meet NCLB requirements. (20 USC 6312, 6319)~~

Parental Notifications

~~At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)~~

- ~~1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction~~

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT
(continued)

2. ~~Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived~~
3. ~~The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree~~
4. ~~Whether the student is provided services by Paraeducators and, if so, their qualifications~~

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 4222 – Teacher Aides/Paraeducators)~~

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

~~In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)~~

~~The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.~~

~~The notice and information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)~~

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: May 3, 2017

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

SECOND READING – REVISION TO AR 5142.1 – IDENTIFICATION AND REPORTING OF MISSING CHILDREN (Cline)

Revisions to AR 5142.1 are being proposed in order to update the communication process from fax to e-mail and also to accommodate position title changes. Added text is indicated by italicized font, and deletions are indicated by strikethrough font.

AR 5142.1 is presented herewith for the Board’s consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the board adopt the revisions to AR 5142.1 as presented.

ADDITIONAL MATERIAL

Attached: AR 5142.1 (3 pages)

IDENTIFICATION AND REPORTING OF MISSING CHILDREN

Notices of Missing Children

Every school shall post in an appropriate area the monthly poster on missing children provided by the Department of Justice (DOJ). For elementary schools, the poster shall be posted in an area restricted to adults. (Education Code 38139; Penal Code 14208)

If a law enforcement agency notifies the district that a child enrolled in the district has been reported missing, the principal or designee of the school in which the child is enrolled shall place a notice on the front of the child's school record indicating that he/she has been reported missing. If a school receives a record inquiry or request from any person or entity regarding a missing child about whom the school has been notified, the principal or designee shall immediately notify the law enforcement agency that informed the school of the missing child's status. (Education Code 49068.6)

(cf. 5125 - Student Records)

Reporting Missing Children

Any district employee who recognizes a child who has been reported missing through a DOJ notice, an Amber Alert, or other means shall immediately notify law enforcement using the hotline telephone number listed.

In the event that a district employee witnesses a child abduction, he/she shall immediately contact law enforcement and provide the agency with information on the location of the abduction and a description of the victim, the suspect, and any vehicle involved. He/she shall also notify the Superintendent or designee who shall implement steps, as needed, to ensure the safety of other students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5142 - Safety)

Students Reported as Lost or Missing – Walking Students

1. After the parent/guardian notifies the school that a child is lost or missing, the school shall notify the site administrator and District Office. The District Office notification will be ~~faxed~~ *e-mailed* to the Superintendent, ~~Assistant Deputy Superintendent Business Services~~, Assistant Superintendent, Educational Services and the Assistant Superintendent, Human Resources.
2. The site administrator shall be the primary contact with the parent/guardian. He/she will:
 - a. Provide the parent and family with relevant information regarding the child's release from school.
 - b. Advise and provide assistance, e.g., contacting the Police Department.

IDENTIFICATION AND REPORTING OF MISSING CHILDREN (continued)

- c. Maintain contact with the parent/guardian until the student is found.
3. In the event that the site administrator is not available, a district office administrator shall assume the above stated responsibilities.

Students Reported as Lost or Missing – Transported Students

1. After the parent/guardian notifies the school that a child is lost or missing, the school shall notify the site administrator and the Transportation Department. The District Office notification shall be ~~faxed~~ *e-mailed* by the Transportation Department *or school site* to the Superintendent, ~~Assistant~~ *Deputy* Superintendent, Business Services, Assistant Superintendent, Educational Services and the Assistant Superintendent, Human Resources.
2. The site administrator shall be the primary contact with the parent/guardian
3. The police department will be notified as appropriate.

Fingerprinting Program

Students shall not be fingerprinted without parent/guardian consent. At the time of students' enrollment in the district, the Superintendent or designee shall notify the parents/guardians of the availability of the voluntary fingerprinting program and ask them to declare, in writing, whether or not they want their child to participate. At the same time, the Superintendent or designee shall notify parents/guardians in writing that they may reverse their declaration on fingerprinting in writing at any time. (Education Code 32390)

(cf. 5145.6 - Parental Notifications)

Parents/guardians of students who consent to the fingerprinting shall be charged a fee calculated to reimburse the district only for actual costs associated with the program. (Education Code 32390)

(cf. 3260 - Fees and Charges)

Fingerprint services shall be provided in accordance with the standards specified in 5 CCR 641.

Any report or document containing a student's fingerprints shall be given to the parents/guardians. It may be given with the child's report card or any other document routinely mailed to parents/guardians, or may be given in person at any parent-teacher conference. No report or document containing a student's fingerprints shall be kept by the district or given to any other private or public entity. (Education Code 32390)

(cf. 5022 - Student and Family Privacy Rights)

IDENTIFICATION AND REPORTING OF MISSING CHILDREN (continued)

Legal Reference:

EDUCATION CODE

32390 *Voluntary program for fingerprinting students*

38139 *Posting of information about missing children*

48980 *Parental notification of district programs, rights and responsibilities*

49068.5-49068.6 *Missing children; transfers*

49370 *Legislative intent re: reporting of missing children*

PENAL CODE

14200-14213 *Violent crime information center*

CODE OF REGULATIONS, TITLE 5

640-641 *Student fingerprinting program*

Management Resources:

WEB SITES

California Department of Justice, Missing Persons: <http://oag.ca.gov/missing>

California Highway Patrol, Amber Alert: <http://www.chp.ca.gov/amber>

National Center for Missing and Exploited Children: <http://www.missingkids.com>



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(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	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	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: 12-7-16

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