

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## **AGENDA #5 REGULAR BOARD MEETING**

**Wednesday, October 1, 2014**

**5:00 p.m.**

**Closed Session To Follow**

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

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

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

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

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

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

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

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

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37



**Vision:**

Empowering All Children  
to  
Achieve Excellence

**Mission:**

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

**Section A  
PRELIMINARY**

**A.1 Call to Order and Roll Call**

**5:00 PM**

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

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

Mrs. Christine McDaniels, Principal at Kamala School, will introduce Aaron Garcia, 8th grader and Isaac Hernandez, 8<sup>th</sup> grader; who will lead the audience in the Pledge of Allegiance.

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

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

**A.4 Presentation by Kamala School Staff**

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

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

Moved:  
Seconded:

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O’Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

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

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

**A.7 Closed Session**

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

1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation
  - Conference with Legal Counsel – Existing Litigation
2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
  - Consideration of Expelling Student(s) from the Oxnard School District
3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
  - Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel - Administrators, Classified Management, Confidential

**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.7 Closed Session (continued)***

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

***A.8 Reconvene to Open Session***

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**7:00 PM**

***A.9 Report Out of Closed Session***

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

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

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

- July 9, 2014, special
- July 23, 2014, regular

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O’Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

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

## Section B HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

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

**B.2 Public Hearing – Approval of Hearing to Present Resolution #14-09 On  
 Sufficiency of Textbooks or Instructional Materials for 2014-2015 (Kawaguchi/Phipps)**

This being the time and date noticed, the Board of Trustees will hold a public hearing to determine if the district is providing its students with sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for the core subject areas, presented in the resolution.

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

Following this public hearing, it is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #14-09 on sufficiency of textbooks or instructional materials for 2014-2015 school year.

**ROLL CALL VOTE:**

**Robles-Solis: \_\_\_ Morrison \_\_\_, O’Leary \_\_\_, Duff \_\_\_, Del Rio-Barba \_\_\_,**

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

## Section C CONSENT AGENDA

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

Notes:  
Moved:  
Seconded:

### ROLL CALL VOTE:

**Del Rio-Barba \_\_, Duff \_\_, O’Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

#### *C.1 Agreements*

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #14-132 with Children’s Resource Program/Ventura County Medical Resources Foundation, to ensure that all children in Ventura County can obtain health care services through doctors/physicians that volunteer their time and services and are contracted with CRP; no fiscal impact to the District;</li> </ul>	Kawaguchi/ Phipps
<ul style="list-style-type: none"> <li>▪ #14-133 with Art Trek, Inc., to provide 12-14 district art lessons at Rose Avenue School; amount not to exceed \$11,000.00, to be paid with LCFE Funds;</li> </ul>	Kawaguchi/ Coletti
<ul style="list-style-type: none"> <li>▪ #14-134 with Dial Security, to provide District Wide Alarm Monitoring Services for the 2014-15 fiscal year; amount not to exceed \$78,503.14, to be paid with General Fund.</li> </ul>	Gutierrez
<ul style="list-style-type: none"> <li>▪ #14-135 with Loyola Marymount University, to review District procedures and implementation of the English Language Services Department; effective October 2, 2014 through June 30, 2015; amount not to exceed \$90,095.00, to be paid with LCFE Funds.</li> </ul>	Kawaguchi/ Arellano

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

It is recommended that the Board approve the following ratifications:	Dept/School
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #14-50 with Ventura County Office of Education, for exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-15 school year; Amendment #1 is for \$12,255.99 to provide services for one additional student JA031802; original contract was for \$380,894.23, total contract is \$393,150.22, to be paid with Special Education Funds;</li> </ul>	Kawaguchi/ Phipps
<ul style="list-style-type: none"> <li>▪ #14-123 with Casa Pacifica School, to provide nonpublic school services for student RR012703, for the 2014-15 school year, excluding Extended School Year; amount not to exceed \$32,760.00, to be paid with Special Education Funds;</li> </ul>	Kawaguchi/ Phipps
<ul style="list-style-type: none"> <li>▪ #14-129 with Ventura County Office of Education/SELPA, to provide Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services for the 2014-15 school year; amount not to exceed \$69,120.00, to be paid with Special Education Funds;</li> </ul>	Kawaguchi/ Phipps
<ul style="list-style-type: none"> <li>▪ #14-130 with Ventura County Office of Education/SELPA, to provide Social/Emotional Services Specialist (SESS) services for the 2014-15 school year; amount not to exceed \$53,760.00, to be paid with Special Education Funds.</li> </ul>	Kawaguchi/ Phipps

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

**Section C**  
**CONSENT AGENDA**  
(continued)

**C.3 Ratification of Work Authorization Letter (WAL) #001 for DSA Inspector Of Record (I.O.R.) Services at Project No 4 – Harrington Reconstruction per Master Agreement #13-129 with Knowland Construction Services**

<hr/> It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #001 to Master Agreement #13-129 with Knowland Construction Services California (KCS) for DSA Inspector of Record (I.O.R.) services for Project No. 4 – Harrington Construction; for a lump sum fixed fee of: \$235,584.00, to be paid with Measure “R” Bond Funds.	Dept/School Cline/ Gutierrez/ CFW
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**C.4 Ratification of Work Authorization Letter (WAL) #002 for Materials Testing & Special Inspection Services at Project No. 4 – Harrington Reconstruction per Master Agreement #13-122 with Earth Systems Southern California**

<hr/> It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify WAL #002 to Master Agreement #13-122 with Earth Systems Southern California (Earth Systems) for materials testing and special inspection services for Project No. 4 – Harrington Reconstruction; for a lump sum fixed fee of: \$94,700.00, to be paid with Measure “R” Bond Funds.	Dept/School Cline/ Gutierrez/ CFW
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**C.5 Disposal of Surplus Personal Property**

<hr/> It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees declare the surplus property obsolete and approve its disposal, as permitted by California Education Code §17546.	Dept/School Cline/ Franz
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**C.6 Report on 2006 Bond Construction Budget**

<hr/> Attached for the Board’s information is the district’s current November 2006 Bond Budget Report, as of Friday, September 19, 2014.	Dept/School Cline
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**C.7 Establish/Abolish/Reduce/Increase Hours of Positions**

<hr/> It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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**C.8 Personnel Actions**

<hr/> 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 Approval of Resolution #14-12, The Use of Grants Application For The Harrington Construction Project, by the Board of Trustees of The Oxnard School District (Cline/Gutierrez/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees adopt Resolution #14-12, The Use of Grants application For The Harrington Construction Project, By The Board of Trustees of The Oxnard School District, and authorize the Superintendent to submit a Use of Grant Project Funding Request Application for The Harrington Construction Project.

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

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O'Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

**D.2 Approval of Change Order #1 to Bid #13-01 – Ardalan Construction Co. (Gutierrez)**

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Change Order #1 for Bid #13-01 in the amount of \$9,997.13 to the original contract price of \$368,900.00 with Ardalan Construction Co., which resulted in a net change of 2.7%, for Ritchen/Sierra Linda Remodel Preschool Project.

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

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O'Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

**D.3 Approval of DAIT Provider (Dr. Morales)**

It is the recommendation of the District Superintendent that the Board of Trustees take action on selecting a DAIT Provider for services based on presentations and proposals received at the September 17, 2014 board meeting.

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

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O'Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

**D.4 Approval of Board of Trustees/Superintendent Goals & Objectives (Dr. Morales)**

It is recommended that the Board of Trustees approve the revised Board of Trustees/Superintendent Goals & Objectives, as presented.

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

**ROLL CALL VOTE:**

**Del Rio-Barba \_\_, Duff \_\_, O'Leary \_\_, Robles-Solis \_\_, Morrison \_\_**

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

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

***E.1 Public Labor Agreement (PLA) Information Session 1 of 2 (Dr. Morales)***

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The Board of Trustees will receive a report from the Ventura County Contractors Association in regards to Public Labor Agreement (PLA).

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

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

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

*No Board Policies will be reviewed at this Board Meeting.*

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

**Section G  
CONCLUSION**

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

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

Notes:

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

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

Notes:

***ADJOURNMENT***

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Moved:  
Seconded:  
Vote:

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

Special Board Meeting  
July 9, 2014

The meeting was called to order at 3:02 p.m. by President Morrison.	CALL TO ORDER
Clerk Robles-Solis led the audience in the Pledge of Allegiance.	PLEDGE OF ALLEGIANCE
Present were Trustees Ana Del Rio-Barba, Veronica Robles-Solis, and President Ernie “Mo” Morrison. Trustees Al Duff Sr. and Denis O’Leary had not arrived. Also present were Dr. Morales, Superintendent, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.	ROLL CALL
On motion of Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote 3-0, Trustees Duff and O’Leary had not arrived; the agenda was adopted, as presented.	ADOPTION OF AGENDA
No one addressed the Board during public comment.	PUBLIC COMMENT
Trustee Duff arrived at 3:07 p.m.	Arrival of Trustee
Dr. Catherine Kawaguchi, Assistant Superintendent of Educational Services introduced Ms. Debra West, Project Director, MSAP (Magnet Schools Assistance Program) who assisted with the Educational Reconfiguration update report. Dr. Kawaguchi reported that the Board approved an educational reconfiguration program in December 2012 and 20 months later the District with the assistance of CFW executed the program to support eleven K-5 schools, four K-8 schools, two K-7 schools and three 6-8 schools for starting date of August 20, 2014, all STEAM focused.	SEMI ANNUAL REPORT ON FACILITIES IMPLEMENTATION PROGRAM, PART 1 OF 2 EDUCATIONAL PROGRAM
The report included information on K-5 Academic Strand Focuses identified for each of the K-5 elementary schools, K-8 DLI schools, master scheduling training for K-8 and 6-8 principals, GATE program at all school sites, iPad Deployment with a goal that all students in the district will have a one-to-one device to take home by October 2, 2014, and redistribution of learning material with the reconfiguration.	
Trustee O’Leary arrived at 4:12 p.m.	Arrival of Trustee
The second portion of the presentation included the assistance provided to the middle schools which included the academy development, trainings, collaboration and development of Partnerships. Ms. Debra West presented information on what the MSAP Support Team provided to the three middle schools, including K-5 and K-8 schools.	
The Board of Trustees and administration discussed strands and how they were developed and correlated to the feeder schools, DLI program, GATE program, staffing, and the deployment of 1:1 devices to all students by October 2, 2014.	

ANNOUNCEMENT PRIOR TO CLOSED SESSION July 9, 2014:

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

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

➤ PUBLIC EMPLOYEE EVALUATION:

- District Superintendent
- Assistant Superintendent, Educational Services
- Assistant Superintendent, Business & Fiscal Services
- Assistant Superintendent, Human Resources & Support Services
- Director of Human Resources and Public Relations
- Executive Director of Facilities Planning, Engineering and Operations

➤ PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:

- Principal(s)
- Assistant Principal(s)
- Director of English Learner Services

Trustees convened to closed session at 4:42 p.m. until approximately 9:07 p.m. to discuss items on the closed session agenda. CLOSED SESSION

Trustee Duff departed at 7:20 p.m. Departure of Trustee

President Morrison reported the following actions were taken in closed session: REPORT ON  
CLOSED SESSION

- On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees appointed Dr. Jairo Arellano to the position of Director of English Learner Services. (Motion #14-01)
- On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees appointed Brasilia Perez to the position of principal. (Motion #14-02)
- On motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the Board of Trustees appointed Bertha Anguiano to the position of principal. (Motion #14-03)
- On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees appointed Elizabeth Becerra to the position of Assistant Principal. (Motion #14-04)

There being no further business, on motion by Trustee O’Leary seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, President Morrison adjourned the meeting at 9:10 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the  
Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting  
of July 9, 2014; on motion of Trustee \_\_\_\_\_, and seconded by Trustee  
\_\_\_\_\_.

Signed:

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President of the Board of Trustees

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Clerk of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

Regular Board Meeting  
July 23, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, July 23, 2014, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

President Morrison led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

President Morrison and Clerk Robles-Solis read the District’s Mission & Vision.

DISTRICT’S MISSION & VISION STATEMENT

A.4 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Section C – Consent, C.1 Agreements: pulled Agreement #14-12 with LA AMAE, McKinna School due to change in date to provide services; and
- Section D – Action Items, D.11 Approval of Resolution #14-05 Authorizing the filing of a Change Request for a County-District-School (CDS) Code: Adopting Grade Reconfiguration, and Authorizing Submission of Funding Request Applications to OPSC: corrected contributors of board agenda item to Dr. Vaca/CFW not Kawaguchi/CFW; and corrected resolution by adding McKinna School to the list of current K-6 elementary schools reconfigured to K-5 elementary schools.

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

Mr. Ernesto Flores, President of Caldwell Flores Winters, Inc. reported on the successes of the Facilities Implementation Program - Part 2 which included the future of State Aid, land acquisition, the estimated and actual budget sources for Phase 1, and in finishing with the goals and steps for the next six months.

STUDY SESSION  
Semi Annual Report on Facilities Implementation Program, Part 2 of 2

Following discussion, the Board thanked Mr. Flores for the report.

ANNOUNCEMENT PRIOR TO CLOSED SESSION July 23, 2014:

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

No one addressed the Board during public comment – closed session.

PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION: 1 case



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

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

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

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

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

CLOSED SESSION

President Morrison reported the Board took the following action in closed session:

REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees appointed Jona Moorghen to the position of Assistant Principal.
- On motion by Trustee Robles-Solis, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 5-0; the Board of Trustees accepted the resignation of Employee #2461.

(Motion #14-05)

(Motion #14-06)

Dr. Catherine Kawaguchi, Assistant Superintendent, Educational Services introduced Ms. Karina Arellano, member on the Board of Directors of American Red Cross who was present at the meeting and thanked Mr. James McGee with the American Red Cross for their support during the displacement of students and parents after the October 4, 2013 fire.

AMERICAN RED CROSS PRESENTATION

Ms. Arellano thanked the Board for the opportunity to present to them and provided information on the American Red Cross and also provided a video of the shelter that was opened at Frank School for three and a half weeks to assist the families of that fire.

Recess was taken due to technical difficulties at 7:22 p.m. to 7:28 p.m.

Recess Due To Technical Difficulties

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

RULES FOR PRESENTATIONS

No one addressed the Board of Trustees during this meeting.

PUBLIC COMMENT

Dr. Cesar Morales, District Superintendent, requested that the Board amend Section C Consent Agenda, C.13 Personnel Actions, Certificated Personnel, Page Two:

AMENDMENT TO C.13 Personnel Actions, Certificated Personnel, Page Two

ANNUAL TEACHER ASSIGNMENT REPORT July 23, 2014  
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2 - 2014/2015

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. This Board authorization will be effective, if approved, until February 1, 2015 unless further action is taken by the Board of Trustees. Teachers are in the progress of meeting credential requirements. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

<u>Name</u>	<u>Subject</u>
Kimberly Haley	Survey (Art)/Frank

Education Code 44258.2 allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

<u>Name</u>	<u>Subject</u>
Suzanne Dempsey	Survey (Art)/Haydock

On motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously on a roll call vote of 5-0; the Board approved the Annual Teacher Assignment Report, as amended. (Motion #14-07)

The following items on the consent agenda were approved on motion of Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as presented. CONSENT AGENDA (Motion #14-08)

C.1 Approved the following agreements: (Agreements)

- #14-35 with Center for Mathematics & Teaching Inc., to provide curriculum and professional development to Middle School Math Teachers; amount not to exceed \$38,850.00, to be paid with Title II Funds;
- #14-36 with Generation Ready, to provide comprehensive, high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff; amount not to exceed \$120,000.00, to be paid 80% with Title II and 20% with Discretionary Funds;
- #14-37 with Apple Inc., to provide professional development to school and district staff on the use of the iPad as an educational tool; amount not to exceed \$58,650.62, to be paid with Title II Funds;
- #14-38 with Nigro & Nigro PC, to provide an in-service for district office and site staff relative to all aspects of Associated Student Body (ASB) accounting procedures; amount not to exceed \$1,300.00, to be paid with General Funds;
- #14-39 with County of Ventura, Human Services Agency, to provide School-Linked Services at certain Heathy Start Family Resource Centers located on school sites within the District for the 2014-15 school year; amount not to exceed \$95,408.06, to be paid with MAA Funds;
- #14-40 with Advanced Classroom Technologies, to provide a Promethean (Class Flow) session during the mini-conference; amount not to exceed \$1,999.00, to be paid with Title II Funds;
- #14-43 with National University, to provide contractual services for students, or state-supported K-12 educational service units and to offer the internship credential programs; at no cost to the District for the 2014-15 school year;
- #14-87 with Ventura County Office of Education, to provide credential programs to beginning teachers and paraprofessionals who are interested in becoming teachers; at no cost to District for the 2014-15 school year; should there be costs incurred after 2014-15 they will be paid with General Funds.

- C.2 Ratified Agreement #14-34 with the Oxnard Police Department, to provide the services of two (2) School Resource Officers (SRO) to support the Oxnard School District; amount not to exceed \$105,478.92, to be paid with School Safety Funds. (Ratification of Agreement #14-34 Oxnard Police Department – SRO Cost Sharing 2014-2015)
- C.3 Approved the interfund transfer from the General Fund to Fund #710 CSEA Retiree Benefits Fund of \$443,457.00. (Interfund Transfer)
- C.4 Approved the interfund transfer from the General Fund to Fund #710 Retiree Benefits Fund of \$3,664,175.00. (Interfund Transfer)
- C.5 Information on Enrollment Reports for May 2014 was 16,827 and June 2014 was 16,808. (Enrollment Reports)
- C.6 Received the information on the district’s current November 2006 Bond Budget Report, as of Thursday, July 10, 2014. (Report on 2006 Bond Construction Budget)
- C.7 Approved the Quarterly Report on Williams Uniform Complaints, as presented. (Approval of the Quarterly Report on Williams Uniform Complaints)
- C.8 Approved the new job description for Coordinator Behavior Specialist, as described. (Approval of New Job Description: Coordinator Behavior Specialist)
- C.9 Approved the new job description for Teacher, Music, K-8, as described. (Approval of New Job Description: Teacher, Music, K-8)
- C.10 Approved the amended contract between the Board of Trustees and the District Superintendent. (Approval of Amended Contract for District Superintendent)
- C.11 Approved the State Preschool Parent Handbook for 2014-2015. (Approval of State Preschool Handbook for 2014-2015)
- C.12 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)
- Established:
- An eight hour, 183 day, Speech Language Pathology Assistant Bilingual, position number 6343, to be established in the Pupil Services department. This position will be established to provide additional support needed due to increasing enrollment.
  - A four hour, 183 day, Preschool Teacher Bilingual, position number 6336, to be established at Sierra Linda school. This position will be established due to the increase in funding.

- A four hour, 183 day, Preschool Teacher Bilingual, position number 6337, to be established at McKinna school. This position will be established due to the increase in funding.
- A three hour, 183 day, Preschool Assistant Bilingual, position number 6358, to be established at Sierra Linda school. This position will be established due to the increase in funding.
- A three hour, 183 day, Preschool Assistant Bilingual, position number 6359, to be established at Sierra Linda school. This position will be established due to the increase in funding.
- A three hour, 183 day, Preschool Assistant Bilingual, position number 6360, to be established at McKinna school. This position will be established due to the increase in funding.
- A three hour, 183 day, Preschool Assistant Bilingual, position number 6361, to be established at McKinna school. This position will be established due to the increase in funding.
- An eight hour, 180 day, NfL Family Liaison Bilingual, position number 6405, to be established in the Neighborhoods for Learning department. This position will be established to assist with family strengthening and early learning services funded by First 5.

**FISCAL IMPACT:**

Cost for Speech Language Pathology Assistant-\$56,760 Special Ed  
 Cost for Preschool Teachers-\$48,071 Child Development  
 Cost for Preschool Assistant-\$47,516 Child Development  
 Cost for NfL Family Liaison-\$42,032 NfL

*C.13 Personnel actions:*

(Personnel Actions)

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

**CERTIFICATED**

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
<u>New Hires</u>		
Nahal Ameri	School Psychologist, Pupil Services	August 6, 2014
Sheri Anderson	Teacher, 3 SEI, Elm	August 18, 2014
Katherine Bonfilio	Teacher, SDC Mod/Sev 2/3, McAuliffe	August 18, 2014
Kimberly Dapron	Speech/Language Specialist, Pupil Services	August 18, 2014
Amber Franco	Teacher,	August 18, 2014
James Kehr	School Psychologist, Pupil Services	August 6, 2014
Salvador Narez	Teacher, Social Science	August 18, 2014
Angelique Pagliano	School Psychologist, Pupil Services	August 6, 2014
Mario Torres	Teacher, Resource Specialist, Kamala	August 18, 2014

**Temporary Contract Expiring**

The following temporary certificated employees' contracts will expire effective the end of the 2013/2014 school year (June 20, 2014):

Arrozal, Carl	Godinez, Francisco III	Narez, Salvador
Avalos, Elio	Hammond, Kendra	Newman, Julianne
Coles, Alayne	Lane, Samantha	Selle, Susan
Gamboa, Adam	Menchaca, Laura	

**Leave of Absence**

Jennifer Hiji-Madrid	Teacher, Lemonwood, Kindergarten	August 1, 2014 – August 1, 2015
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Resignation

Rachel Mc Clanahan	School Nurse Coordinator, ESC	June 30, 2014
Rachel Thornton	Teacher, Gr 4/5 SEI/ELM, Soria	June 20, 2014

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

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
<u>New Hire</u>		
Bernal, Ramses	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	7/1/2014
Johnson, Karina	Office Assistant III (B), Position #2784 Ed. Services 8.0 hrs./246 days	6/19/2014
Mojica, Sylvia	Office Assistant II (B), Position #5998 Pupil Services 5.0 hrs./246 days	6/20/2014
<u>Limited Term</u>		
Flores, Gloria	Paraeducator	6/17/2014
Lara, Kristhian	Paraeducator	6/20/2014
Limon, Giselle	Paraeducator	6/20/2014
Vazquez, Brenda	Paraeducator	6/17/2014
<u>Exempt</u>		
Barnack, Harry	Campus Assistant	7/2/2014
Renteria, Ana	Campus Assistant	7/2/2014
<u>Promotion</u>		
Chavez, Efren	Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	7/14/2014
<u>Transfer</u>		
Hernandez, Arcelia	Paraeducator II (B), Position #6173 Pupil Services-Harrington 5.75 hrs./183 days Instructional Assistant SDC (B), Position #2201 Harrington 5.0 hrs./183 days	7/8/2014
Herrera, Adriana	Paraeducator II (B), Position #6177 Pupil Services-Marina West 5.75 hrs./183 days Paraeducator II (B), Position #2193 Sierra Linda 5.75 hrs./183 days	7/22/2014
Rosales, Mireya	School Office Manager (B), Position #2128 Curren 8.0 hrs./215 days School Office Manager (B), Position #1824 Ramona 8.0 hrs./215 days	7/31/2014
<u>Increase in Hours</u>		
Centeno, Monica	Library Media Technician, Position #2516 Chavez 8.0 hrs./192 days Library Media Technician, Position #2516 Chavez 5.0 hrs./192 days	8/11/2014

Contreras-Moss, Yolanda	Library Media Technician, Position #2520 Kamala 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #2520 Kamala 5.0 hrs./192 days	
Hartman, Christina	Library Media Technician, Position #2526 Soria 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #2526 Soria 7.0 hrs./192 days	
Moreno, Stephanie	Library Media Technician, Position #2237 Fremont 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #2237 Fremont 7.0 hrs./192 days	
Morones, Maria I.	Office Assistant II (B), Position #2005 Chavez 8.0 hrs./203 days	8/1/2014
	Office Assistant II (B), Position #2005 Chavez 6.0 hrs./203 days	
Tapia, Roberta	Library Media Technician, Position #2518 Driffill 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #2518 Driffill 5.0 hrs./192 days	
<u>Increase in Days</u>		
Martinez, Susan	School Office Manager (B), Position #2134 Kamala 8.0 hrs./215 days	7/31/2014
	School Office Manager (B), Position #2134 Kamala 8.0 hrs./210 days	
Rabago, Rosie	School Office Manager (B), Position #1150 Driffill 8.0 hrs./215 days	7/31/2014
	School Office Manager (B), Position #1150 Driffill 8.0 hrs./210 days	
Robles, Yulianna	School Office Manager (B), Position #1817 Chavez 8.0 hrs./215 days	7/31/2014
	School Office Manager (B), Position #1817 Chavez 8.0 hrs./210 days	
<u>Add Bilingual Stipend</u>		
Guapo, Sylvia	Paraeducator II, Position #2113 Pupil Services 5.5 hrs./183 days	5/1/2014
<u>In Lieu of Layoff</u>		
Alvarez Vega, Alma	Preschool Assistant (B), Position #2582 Ed. Services-San Miguel 3.0 hrs./183 days	6/23/2014
	Preschool Assistant (B), Position #2942 Ed. Services-Curren 3.0 hrs./183 days	
Vanegas, Veronica	Preschool Teacher (B), Position #1110 Ed. Services-Driffill 4.0 hrs./183 days	6/23/2014
	Preschool Teacher (B), Position #2938 Ed. Services-Curren 4.0 hrs./183 days	
<u>Layoff</u>		
Born, Cecilia	Preschool Assistant (B), Position #2660 Ed. Services-Driffill 3.0 hrs./183 days	7/15/2014
<u>Leave of Absence</u>		
Alcala, Carolina	Paraeducator II (B), Position #2699 Frank 5.75 hrs./183 days	8/18/2014-8/17/2015
Duran, Smith	Preschool Teacher (B), Position #1496 Rose Ave. 4.0 hrs./183 days	6/19/2014-8/18/2015

Resignation

Sodemann, Kyle	Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	6/25/2014
Waller, Carl	Help Desk Technician, Position #2899 Information Technology 8.0 hrs./246 days	7/1/2014

Retirement

Duran, Maria	Paraeducator I (B), Position #1450 Chavez 3.0 hrs./183 days	6/20/2014
Zarate, Socorro	Instructional Assistant SH, Position #1881 Brekke 6.0 hrs./183 days	9/17/2014

*D.1* On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 4-0; Trustee O’Leary left the room during this item; the Board of Trustees approved reimbursement to Rio School District as stipulated by Education Code Section 44987.3.

REIMBURSEMENT FOR  
TEACHER SUBSTITUTE  
AT RIO SCHOOL  
DISTRICT  
(Motion #14-09)

*D.2* On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-11 with All Language Interpreting and Translating for the 2014-15 school year; amount not to exceed \$12,000.00, to be paid with General Funds.

APPROVAL OF  
AGREEMENT #14-11  
WITH ALL LANGUAGE  
INTERPRETING AND  
TRANSLATING  
(Motion #14-10)

*D.3* Mrs. Lori Camarillo, parent requested the video: “Faces of Arthritis” be shown before she made her public comment. Mrs. Camarillo thanked the Board and Trustee Robles-Solis for acknowledging juvenile arthritis and deeming it important enough to place on the board agenda. She provided a brief summary on her families experience with juvenile arthritis in her daughter Jessie, a four year old. President Morrison read Resolution #14-06 July 2014 – Juvenile Arthritis Awareness Month into record.

CONSIDERATION AND  
ADOPTION OF  
RESOLUTION #14-06  
JULY 2014 – JUVENILE  
ARTHRITIS  
AWARENESS MONTH

On motion by Trustee Robles-Solis, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #14-06. Trustee O’Leary dedicated the resolution to Sherry a neighbor of his when he was 10 years who had juvenile arthritis.

(Motion #14-11)

*D.4* On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-88 with Mobile Modular Corporation to lease a portable classroom building to accommodate interim preschool facilities as part of the Project No. 4: Harrington Reconstruction; amount not to exceed \$35,114.00, to be paid with Measure R Funds.

APPROVAL OF  
AGREEMENT #14-88  
WITH MOBILE  
MODULAR  
CORPORATION –  
PRESCHOOL  
FACILITIES AT  
HARRINGTON SCHOOL  
(Motion #14-12)

*D.5* On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects to provide additional Architectural Services for Project No. 1: Kindergarten & Science Reconfiguration to reconfigure classroom four (4) at Ritchen to a moderate-severe SDC classroom; total lump sum fee amount of \$19,950.00, to be paid Measure “R” Funds.

CONSIDER APPROVAL OF AMENDMENT #001 TO AGREEMENT #12-205 FOR DOUGHERTY + DOUGHERTY ARCHITECTS – PROJECT NO. 1: KINDERGARTEN & SCIENCE RECONFIGURATION – CLASSROOM FOUR AT RITCHEN – MODERATE-SEVERE SDC CLASSROOM (Motion #14-13)

*D.6* On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-41 with Budlong & Associates, Inc., to conduct an on-site assessment of Ritchen School’s HVAC system; amount not to exceed \$6,540.00, to be paid with Deferred Maintenance Funds.

APPROVAL OF AGREEMENT #14-41 BUDLONG & ASSOCIATES, INC. (Motion #14-14)

*D.7* On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-00121, Asphalt Repair Project to Mission Paving & Sealing Inc., amount not to exceed \$34,985.00, to be paid with Deferred Maintenance Funds.

AWARD OF FIELD CONTRACT #FC-P15-00121 – ASPHALT REPAIR PROJECT (Motion #14-15)

*D.8* On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-00104, Bathroom Partition Placement Projects to John Pence Building Specialties Inc.; amount not to exceed \$32,100.00, to be paid with Deferred Maintenance Funds.

AWARD OF FIELD CONTRACT #FC-P15-00104 – BATHROOM PARTITION REPLACEMENT PROJECT (Motion #14-16)

*D.9* On motion by Trustee Duff, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-00107, Paint Project – Frank School to Piana Construction & Painting, Inc.; amount not to exceed \$6,800.00, to be paid with Deferred Maintenance Funds.

AWARD OF FIELD CONTRACT #FC-P15-00107 – PAINT PROJECT – FRANK SCHOOL (Motion #14-17)

*D.10* On motion by Trustee O’Leary, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-00105, Wrought Iron Fence Project to Fence Factory; amount not to exceed \$14,791.00, to be paid with Deferred Maintenance Funds.

AWARD OF FIELD CONTRACT #FC-P15-00105 – WROUGHT IRON FENCE PROJECT (Motion #14-18)



*D.11* On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; President Morrison read into record Resolution #14-05 to include McKinna School as one of the 11 schools going K-5 in the 2014-15 school year; the Board of Trustees adopted Resolution #14-05 of the Oxnard School District Board of Trustees authorizing the filing of a change request for a County-District-School (CDS) Code; adopting grade reconfiguration for K-5, K-8, and 6-8 Middle Schools; and authorizing submission of funding request applications to The Office of Public School Construction (OPSC) related thereto.

APPROVAL OF RESOLUTION #14-05 AUTHORIZING THE FILING OF A CHANGE REQUEST FOR A COUNTY-DISTRICT-SCHOOL (CDS) CODE; ADOPTING GRADE RECONFIGURATION, AND AUTHORIZING SUBMISSION OF FUNDING REQUEST APPLICATIONS TO OPSC (Motion #14-19)

*E.1* Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided the Oxnard School District Budget Revision for 2014-15 in accordance with Education Code 42127(i)(4). There were three major changes: 1) district budget revenues were adjusted based on new gap funding percentages in the State adopted budget; 2) funding for Preschool was added by the State at the last minute allowing to equal one-time funding received in 2013-14; which allows the district to continue to operate the additional two classes that were added in 2013-14; and 3) repayment of deferrals were modified by the State to pay them back at a slower rate which does not affect the budget but does affect the District cash flow. Ms. Cline reviewed the Unrestricted General Fund Multi-Year Project for the next three years and reported there were very few changes to the District budget.

REPORT ON 2014-2015 BUDGET REVISION

*E.2* Dr. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided an in depth report on the District iPad deployment in 2013-14 school year which included information on the insurance and loss of equipment. They shared the proposed plan for iPad deployment and the insurance plan for 2014-15 where the District would offer a self-insured policy to parents and staff at a lower cost than an outside vendor. The Board would receive an annual report and tonight for a first reading were revisions to Board Policy 3530 and Administrative Regulation 3530 – Risk Management Insurance. Following discussion, the Board thanked administration for the report.

REPORT ON DISTRICT iPad SELF-INSURANCE AND 2013-2014 LOSS INFORMATION

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

The Board reviewed the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approve for a first reading:

FIRST READING OF POLICIES, REGULATIONS AND BYLAWS

Revision of BP & AR 3530	Business & Noninstructional Operations RISK MANAGEMENT/ INSURANCE	Cline
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The Board directed administration to revise the policy to include language that allowed the Superintendent or his designee to create and maintain a self-insurance pool for the District that will provide for the replacement of lost or damaged iPads and laptops.

SUPERINTENDENT'S  
ANNOUNCEMENTS

Dr. Cesar Morales:

- Informed the Board of Trustees that there was a need for a special board meeting to discuss the District's Goals & Objectives and suggested Saturday, August 23, 2014 at 10:00 a.m. – Board Members agreed and a reminder notice would be sent.
- Reported that DSA had approved the Harrington Project so the District could schedule the Ground Breaking Ceremony and suggested Thursday, August 28, 2014 at 11:00 a.m. – Board Members agreed and a reminder notice would be sent.
- Reported that the District did not stop operating in July, there was CELDT testing of 1,000 students to prepare for the new school year, Migrant summer school, Special Education summer school, he thanked staff for the work that was done in the months of July and August.
- Reported he attended the CALSA Annual Conference along with a team of administrators from Oxnard and was proud to report that Oxnard is at the forefront of STEAM Education and many others are very interested in what is happening in OSD.

Mrs. Ana Del Rio-Barba:

- Reported she is excited about the new school year because of all the exciting changes and thanked staff for the hard work.
- Reported she received several emails from different organizations regarding the MICOP Backpack Give Away on August 11, 2014, and MICOP's request for donations of supplies to fill the backpacks.

TRUSTEES'  
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he attended the Celebration of Life for Jean McGarry, the mother of Vince McGarry, and whom his wife Mexie Duff worked with at McKinna School and stated she was a wonderful person.

Mr. Denis O'Leary:

- Reported on June 26<sup>th</sup> and July 10<sup>th</sup> he attended the City of Oxnard Education Committee which was well attended by many surrounding school districts include the community college, topics were Wi-Fi placement, crossing guards and the arts & music; general purpose was to present the idea of a magnet for the arts for all districts to participate located at the Performing Arts Civic Center. He will continue to attend the meetings and report back.
- On July 15<sup>th</sup> – 17<sup>th</sup> he attended the CALSA Conference in San Jose and pointed out that Dr. Morales is the Vice President. Mr. O'Leary provided a brief report on the conference which included workshops for administrators, Jason Project and took a tour of the Cisco Plant.
- Report that July 20, 2014 he and his sons were watching the 45<sup>th</sup> anniversary of Apollo 11 that OPIE was broadcasting the initial production which did not have a sharp picture the first time around and that 9:07 p.m. right in the middle of the production it broke away to show the district's board agendas for the meetings.
- Stated once again he would like to have a discussion and vote on Class Size Reduction, discuss and vote on Public Labor Agreements, and receive a report on the District's Living Wage which is already part of board policy.

Mrs. Veronica Robles-Solis:

- Reported she had spoken with a few teachers who were very excited about Staff Development at the County Office.
- Stated she was looking forward to the next 30 days for the new school year to see the Reconfiguration Plan in action, something that the District had been planning for two years.

Mr. Ernie Morrison:

- Reported he also attended the services for Vince McGarry’s Mother and heard a lot of good things about her.

There being no further business, on motion by Trustee Del Rio-Barba, **ADJOURNMENT**  
 seconded by Trustee O’Leary, President Morrison adjourned the meeting at 9:04  
 p.m.

Respectfully submitted,

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

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the  
 Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of  
 July 23, 2014; on motion of Trustee \_\_\_\_\_, seconded by Trustee  
 \_\_\_\_\_.

Signed:

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

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

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

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

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

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Catherine Kawaguchi

**Date of Meeting:** 10/1/14

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

**TITLE:** Approval of Hearing to present finding of Sufficient Instructional Materials for 2014-2015 Resolution #14-09 (Kawaguchi/Phipps)

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**DESCRIPTION:**

Hold a public hearing to present the finding of sufficient instructional materials for 2014-2015. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8<sup>th</sup> week of school, and which did not take place during or immediately following school hours.

**FISCAL IMPACT:**

A resolution of sufficiency of instructional materials releases the remainder of the text book funds not yet spent.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the Resolution #14-09 of sufficiency of instructional materials.

**ADDITIONAL MATERIAL(S):**

**Attached:** Resolution #14-09 and Curriculum Adoptions list



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/487-3918 • Fax 805/487-9648

## Instruction

E 6161.1(a)

## SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

### Resolution #14-09 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on October 1, 2014 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Oxnard School District/Ventura County Office of Education and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2014-15 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Oxnard School District/Ventura County Office of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

### Finding of Sufficient Instructional Materials

Whereas, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

#### Mathematics:

**K-6<sup>th</sup> Scott Foresman-Addison Wesley, enVisions Math- adopted 2008**

**7<sup>th</sup> and 8<sup>th</sup> Center for Mathematics, MathLinks, adopted 2014**

**4<sup>th</sup> – 7<sup>th</sup> Glencoe McGraw Hill, Math Triumphs- adopted 2008**

**Science/Health:**

**K-5<sup>th</sup> Macmillan/McGraw-Hill, California Science- adopted 2008**

**6<sup>th</sup> Glencoe-McGraw-Hill, Focus on Earth Science, CA- adopted 2008**

**7<sup>th</sup> -8<sup>th</sup> Holt, Rinehart and Winston, Life and Physical Science- adopted 2007**

**History-Social Science:**

**K-5<sup>th</sup> Pearson Scott Foresman- History Social Science for CA, adopted 2007**

**6<sup>th</sup> Glencoe McGraw-Hill, Discovering Our Past: Ancient Civilizations, adopted 2007**

**7<sup>th</sup> -8<sup>th</sup> Pearson Prentice Hall, Prentice Hall Social Studies, adopted 2006**

**English/Language Arts, including the English language development component of an adopted program:**

**K-6<sup>th</sup> Houghton Mifflin, Reading and Lectura, adopted 2003**

**DLI, McGraw Hill, Imaginalo! Adopted 2010**

**7<sup>th</sup> -8<sup>th</sup> Holt, Rinehart and Winston, Literature and Language Arts- adopted 2003**

**ESL:**

**K-5<sup>th</sup> Hampton Brown, Avenues, adopted 2005**

**6<sup>th</sup> - 8<sup>th</sup> National Geographic Cengage, Academic Toolkit, adopted 2013**

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Therefore, it is resolved that for the 2014-2015 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at a meeting, by the following vote:

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

Attest:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

9/14

Policy Reference UPDATE Service

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2014-15  
Textbook Adoptions

<b>Subject</b>	<b>Publisher</b>	<b>Grade</b>	<b>Adopted</b>
<b>Reading/Language Arts</b>	<b>Houghton Mifflin</b> Reading and Lectura	K-6th	2003
	<b>McGraw Hill</b> Imaginalo!	DLI	2010
	<b>Holt, Rinehart and Winston</b> Literature and Language Arts	7th & 8th	2003
<b>Mathematics</b>	<b>Scott Foresman-Addison Wesley</b> enVisions Math	K- 6th	2008
	<b>Center for Mathematics</b> MathLinks	7th & 8th	2014
	<b>Glencoe McGraw Hill</b> Math Triumphs	4th thru 7th	2008
<b>Science</b>	<b>Macmillan/McGraw-Hill</b> California Science	K-5	2008
	<b>Glencoe-McGraw-Hill</b> Focus on Earth Science, CA	6th	2008
	<b>Holt, Rinehart and Winston</b> Life and Physical Science	7 & 8	2007
<b>History-Social Science</b>	<b>Pearson Scott Foresman</b> History Social Science for California	K-5	2007
	<b>Glencoe McGraw-Hill</b> <b>Discovering Our Past: Ancient Civilizations</b>	6th	2007
	<b>Pearson Prentice Hall</b> Prentice Hall Social Studies	7th & 8th	2006
<b>ESL</b>	<b>Hampton Brown</b> Avenues	K-5th	
	<b>National Geographic Cengage</b> Academic ToolKit	6th, 7th & 8th	2013

**BOARD AGENDA ITEM**

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 10/1/14

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

\_\_\_\_\_

  X  

\_\_\_\_\_

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement/MOU #14-132 – Children’s Resource Program/Ventura County Medical Resources Foundation (Kawaguchi/Phipps)**

---

The Children’s Resource Program’s purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families’ ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children’s Resource Program.

**FISCAL IMPACT:**

The Oxnard School District **will not be charged** for the services provided by Children’s Resource Program/Ventura County Medical Resources Foundation.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-132 with Children’s Resource Program/Ventura County Medical Resources Foundation.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #14-132, Children’s Resource Program/Ventura County Medical Resource Foundation (2 Pages)



## Memorandum of Understanding #14-132

### Children's Resource Program/Ventura County Medical Resources Foundation

This Memorandum of Understanding (MOU) is entered into by and between Children's Resource Program/Ventura County Medical Resources Foundation and the Oxnard School District.

**Purpose:** The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

**Term:** The term of this MOU shall commence October 2, 2014 and shall terminate June 30, 2015.

**Compensation:** The Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resources Foundation.

#### Description of Services:

**A. Oxnard School District agrees to the following:**

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

**B. Children's Resource Program/Ventura County Medical Resources Foundation agrees to the following:**

1. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resources.
4. Children's Resource Program/Ventura County Medical Resources staff will respect and work in conjunction with the school and district policies and procedures.

**Termination:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

**Authorized Approval:**

**CHILDREN'S RESOURCE PROGRAM/  
VENTURA COUNTY MEDICAL RESOURCES  
FOUNDATION:**

**OXNARD SCHOOL DISTRICT:**

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

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

Andres Guerrero  
*Typed Name/Title*

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

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

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

**BOARD AGENDA ITEM**

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 10/1/14

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

**Approval of Agreement #14-133 – Art Trek Inc. (Kawaguchi/Coletti)**

Art Trek Inc. will provide 12–14 district art lessons taught in 8 two-hour teacher workshops and one kick-off workshop. All lessons include write ups, language arts, and science extensions and connections to the Common Core State Standards.

**FISCAL IMPACT:**

Not to exceed \$11,000.00 – LCFF

**RECOMMENDATION:**

It is recommended by the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-133 with Art Trek Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-133, Art Trek Inc. (1 Page)  
Certificate of Insurance (1 Page)





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/06/2014

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

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

<b>PRODUCER</b> PAUL RICATTO STATE FARM INSURANCE 141 DUSENBERG DR STE 12 WESTLAKE VILALGE, CA 91362 	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): 805-373-5221      FAX (A/C, No): 805-374-8448 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm General Insurance Company</td> <td>26161</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm General Insurance Company	26161	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> ART TREK INC 703 RANCHO CONEJO BLVD NEWBURY PARK CA 91320-1712														

**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 SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input checked="" 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	92-CV-B898-9 G	07/27/2014	07/27/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
<input type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<input 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				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 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)

<b>CERTIFICATE HOLDER</b> ROSE AVE ELEMENTARY SCHOOL 220 S DRISKILL ST OXNARD, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paul Ricatto</i>
--	---

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ACORD 25 (2014/01)

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1001486 132849.9 02-04-20

**BOARD AGENDA ITEM**

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: 10/1/14

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

**Approval of Agreement #14-134 – Dial Security (Gutierrez)**

---

The Board of Trustees previously approved Agreement #12-99 with Dial Security for District Wide Alarm Monitoring Services. The terms of Bid #11-01 and Agreement #12-99 provided for a one year term with the possibility of three, one year extensions. This agreement allows a rate increase/decrease each year based on the Consumer Price Index as of the end of May 2014. It is requested that the Board of Trustees approve the rate increase for the fiscal year of 2014-15 based on a CPI increase of 2.0% for the year ending May 2014. This agreement is funded by the General Fund.

2014/2015 Contract	\$75,916.56
<b>1.7% CPI Increase for 2014/2015</b>	<b><u>\$ 1,290.58</u></b>
<b>Total Base Contract for 2014/2015</b>	<b><u>\$77,207.14</u></b>

Additional systems installed since June 1, 2013 that require inclusion to the base contract amount for monitoring and maintenance are:

ESC Card Access	\$ 96.00
Haydock Temperature Sensor	\$ 108.00
Haydock Room 405	\$ 48.00
McKinna Portables	\$ 264.00
Driffill Fire	\$ 420.00
Driffill Panel	<u>\$ 360.00</u>
<b>TOTAL:</b>	<b><u>\$ 1,296.00</u></b>

**GRAND TOTAL: \$78,503.14**

**FISCAL IMPACT:**

\$78,503.14 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Executive Director, Facilities Planning, Engineering & Operations that the Board of Trustees approve Agreement #14-134 with Dial Security in the amount of \$78,503.14.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-134, Dial Security (2 Pages)  
Renewal Letter (1 Page)

# **AGREEMENT**

**#14-134**

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

## **I**

### **TERM**

The term of this Agreement shall be from **October 6, 2014** through **October 5, 2015\*** with option(s) to renew. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional on-year term.

**\*With an option to renew for one (1) additional one (1) year period.**

## **II**

### **WORK**

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

## **III**

### **NON-FUNDING**

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

## **IV**

### **TERMINATION**

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

**COMPENSATION**

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI

**METHOD OF PAYMENT**

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

**CONTRACT DOCUMENTS**

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

**DIAL SECURITY:**

**OXNARD SCHOOL DISTRICT:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

Name: Lisa A. Franz

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

Title: Director, Purchasing

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

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

Approved by Board of Trustees on \_\_\_\_\_

Item No. \_\_\_\_\_



# DIAL SECURITY

760 W. Ventura Blvd.  
Camarillo, CA 93010  
Ph. (805)-389-6700

July 14, 2014

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

To: Lisa Franz, Director of Purchasing  
CC: Larry Cross, Asst. Director of Facilities

From: Bryan Buck – Dial Security  
Re: OSD Contract Renewal, Bid #11-01, Agreement #11-162, Alarm Monitoring Services

Dear Lisa,

This letter is to give notice that Dial Security wishes to exercise the renewal option of the Alarm Monitoring Services agreement referenced above.

Based on the fees for the past year, the monies due for 2014-2015 beginning August 1<sup>st</sup> is \$75916.56 plus the CPI factor and system additions. The CPI issued for the Greater Los Angeles Area for the 12-month period June 2013 – May 2014 is 1.7%. The dollar amount of that increase is \$1,290.58 making the total amount of the renewal on the base amount of the contract **\$77,207.14.**

Additional Systems/Equipment installed since June 1, 2013 that require inclusion to the base contract amount for monitoring and maintenance are:

<u>Site</u>	<u>Monthly</u>	<u>Annual</u>	<u>Started</u>
ESC Card Access	\$ 8.00	\$ 96.00	3/1/2014
Haydock Temperature Sensor	\$ 9.00	\$108.00	10/4/2013
Haydock Room 405	\$ 4.00	\$ 48.00	3/1/2014
McKinna Portables	\$22.00	\$264.00	7/1/2013
Driffill Fire	\$35.00	\$420.00	2/1/2014
Driffill Panel	<u>\$30.00</u>	<u>\$360.00</u>	2/1/2014
<b>Totals</b>	<b>\$108.00</b>	<b>\$1296.00</b>	

Total contract renewal amount for 2014-2015 is \$77,207.14 + \$1,296.00 = **\$78,503.14**

Sincerely,

Bryan Buck  
Operations Manager  
Dial Security

**BOARD AGENDA ITEM**

**NAME OF CONTRIBUTOR:** Catherine Kawaguchi

**DATE OF MEETING:** 10/1/14

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

**Approval of Agreement #14-135 – Loyola Marymount University (Kawaguchi/Arellano)**

Services provided will be to review District procedures and implementation of the English Language Services Department. The consultants will develop, administer, and analyze results for district-level and site-level Administrators, teachers, paraprofessionals and other staff. Consultants will also co-plan, participate, and consult with the District’s Leadership Team for ELD Standards Implementation along with supporting and providing recommendations for professional development implementation at the District.

**FISCAL IMPACT:**

\$90,095.00 - LCFF

**RECOMMENDATION:**

It is recommended by the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-135 with Loyola Marymount University.

**ADDITIONAL MATERIALS:**

**Attached:** #14-135, Loyola Marymount University (13 Pages)\  
Proposal/Scope of Work (4 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #14-135

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of October, 2014 by and between the Oxnard School District (“District”) and Loyola Marymount University (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

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

**Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 2, 2014** through **June 30, 2015** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety Thousand Ninety-Five Dollars (\$90,095.00), 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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)

14. **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)

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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. Jairo Arellano  
Phone: (805) 385.1501 x2351  
Fax: (805) 486.7358

To Consultant: Loyola Marymount University  
Center for Equity for English Learners (CEEL)  
University Hall Suite 2600  
1 LMU Drive  
Los Angeles, CA 90045  
Attention: Elvira G. Armas, Ed.D.  
Phone: (310) 568.6117  
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.

23. **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.

24. **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.



25. **Administration.** DR. JAIRO ARELLANO shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
26. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
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:**

**LOYOLA MARYMOUNT UNIVERSITY:**

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

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

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

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

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

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

Tax Identification Number: 95-6002318

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

- Not Project Related
- Project #14-135

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-135**

**SERVICES**

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

**\*SEE ATTACHED PROPOSAL/SCOPE OF WORK**

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

**\*SEE ATTACHED PROPOSAL/SCOPE OF WORK**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

**VII. AMENDMENT**

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

- Not Project Related  
 Project #14-135

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-135**

**COMPENSATION**

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

**\*SEE ATTACHED PROPOSAL/SCOPE OF WORK**

**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 \$90,095.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #14-135

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-135**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #14-135

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.

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #14-135**

**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, **LOYOLA MARYMOUNT UNIVERSITY**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

**LOYOLA MARYMOUNT UNIVERSITY – CENTER FOR EQUITY FOR ENGLISH LEARNERS**

**Proposal for Consulting Services with Oxnard School District  
2014-15**

**PROPOSED ACTIVITIES FOR MEMORANDUM OF UNDERSTANDING  
PHASE I: English Learner Master Plan and Programs - Data Mining, Stakeholder Input, Master Plan Design, and ELD Standards Implementation Design**

**AREA 1: EL PROGRAM DATA MINING AND ANALYSIS**

**Subtotal - \$34,000**

<b>AREA 1</b>	<b>ACTIVITIES</b>	<b>EXPECTED OUTCOME(S)</b>	<b>COST</b>	<b>TOTAL</b>
1A. Review and Analysis of Current EL Plans	<ul style="list-style-type: none"> <li>Leadership Team meetings</li> <li>Document review (EL Master Plan, LCAP, Policy Memos, etc.)</li> <li>Data review (CELDT, District Benchmark data, AMAO – ELSSA, etc. – disaggregated by language subgroups)</li> </ul>	<ul style="list-style-type: none"> <li>Contextualized knowledge of current efforts</li> <li>Synthesis of current status to inform the development of the plan</li> </ul>	\$2000 per session X 6 sessions  (includes planning, facilitation, analysis, and follow up)  + Estimated travel – 2 sessions	\$12,000
1B. Site Visitations and Surveys	<ul style="list-style-type: none"> <li>Observe in sampling of K-8 classrooms, using the Observation Protocol for Academic Literacies (OPAL<sup>®</sup>)</li> <li>Develop, administer, and analyze results of electronic survey for district-level and site level administrators and teachers, paraprofessionals, and other staff.</li> <li>Develop, administer, and analyze results of electronic survey for parents of ELs, SELs, and RFEP students.</li> </ul>	<ul style="list-style-type: none"> <li>Summary of Quantitative and qualitative findings on instructional practices for culturally and linguistically diverse students in Oxnard SD</li> <li>Summary of Quantitative and qualitative findings on stakeholders’ perspectives of Oxnard School District’s programs and practices for culturally and linguistically diverse students</li> </ul>	Classroom observations \$2000 per session x 5 sessions  Classroom observations data analysis and summary of findings \$5,000 flat rate  Survey development \$2,000 flat rate  Survey administration, data analysis, and synthesis of findings \$5,000 flat rate  + Estimated travel – 5 sessions	\$10,000  \$5,000  \$2,000  \$5,000



**AREA 2: STAKEHOLDER INPUT**  
**Subtotal – \$15,000**

<b>AREA 2</b>	<b>ACTIVITIES</b>	<b>EXPECTED OUTCOME(S)</b>	<b>COST</b>	<b>TOTAL</b>
2A. EL Master Plan Focus Group Protocol and Facilitation	<ul style="list-style-type: none"> <li>• Provide consultation on and identify EL Master Plan Revision Focus Groups and Group Facilitators</li> <li>• Develop Focus Group Protocol with input from leadership team</li> <li>• Provide training for Focus Group Facilitators and Conduct Selected Focus Group Sessions to be replicated by Group Facilitators</li> </ul>	Summary of focus group findings to inform Oxnard School District’s EL Master Plan revision	\$2,000 per session x 5 sessions  Focus group synthesis of findings \$5,000 flat rate  + Estimated travel – 5 sessions	\$10,000  \$5,000

**AREA 3: EL MASTER PLAN DESIGN**  
**Subtotal – \$18,000**

<b>AREA 3</b>	<b>ACTIVITIES</b>	<b>Expected Outcome</b>	<b>COST</b>	<b>TOTAL AMOUNT</b>
3A. EL Master Plan Development Consultation	<ul style="list-style-type: none"> <li>• District-wide planning for development of EL Master Plan</li> <li>• Master Plan Development Consultation with Leadership/Stakeholders/ Writing Team</li> </ul>	Complete – K-8 planning, proposed timeline, and implementation of EL Master plan	\$2,000 per session x 4 sessions  + Estimated travel – 2 sessions	\$8,000
3B. EL Program Design and Articulation	<ul style="list-style-type: none"> <li>• Support and provide recommendations for program development for English Learners in a variety of settings, including afterschool programs, for each school site-focus on preventing LTELs</li> </ul>	Organization-wide clarity on student success based on instructional program articulation	\$2000 per session x 5 sessions  + Estimated travel – 3 sessions	\$10,000

**AREA 4: ELD STANDARDS IMPLEMENTATION DESIGN**

**Subtotal = \$18,000**

<b>AREA 4</b>	<b>ACTIVITIES</b>	<b>Expected Outcome</b>	<b>COST</b>	<b>TOTAL AMOUNT</b>
4A. ELD Standards PD Implementation Plan Advisement	<ul style="list-style-type: none"> <li>• Co-plan, participate and consult with Leadership Team for ELD Standards Implementation Planning Meetings</li> <li>• Review and summarize research in reforms and effective professional development for teachers of English Learners</li> </ul>	Co-develop research-based framework to inform the development of the ELD PD Implementation Plan for simultaneous delivery with CCSS training	\$2000 per session x 5 sessions  + Estimated travel – 2 sessions	\$10,000
4B. ELD Standards PD Implementation Draft Plan	<ul style="list-style-type: none"> <li>• Support and provide recommendations for professional development implementation plan</li> </ul>	<ul style="list-style-type: none"> <li>• Co-Develop coherent proposal for the ELD Standards PD Implementation Plan</li> </ul>	\$2000 per session x 4 sessions  (includes planning, development and follow up)	\$8,000

**OTHER: TRAVEL**

**Subtotal – \$5,095**

A. Travel Expenses  (19) on-site consulting days	<p>\$170 roundtrip mileage reimbursement x 19 trips = \$3,230</p> <p>Lodging (if needed for multiple day stays) \$120 per night x 10 nights = \$1,200</p> <p>Meals \$35 per day (state rate) x 19 days = \$665</p>			\$5,095
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**PHASE I TOTAL = \$90,095**

**PHASE II: EL Master Plan Revision and Dissemination**  
**2015-16 Academic Year**  
**POSSIBLE AREAS OF FOCUS**

**AREA 1: EL Master Plan Writing**

- Refinement and update of Oxnard ESD EL Master Plan based on findings and current research
- Co-develop program

**AREA 2: EL Master Plan Program Articulation and Implementation**

- In collaboration with district leadership team, develop EL Master Plan Dissemination Guide
- Support program development for English Learners in a variety of settings, including afterschool programs, for each school site-focus on preventing LTELs
- Provide professional development on tools and resources to support and monitor program implementation

**BOARD AGENDA ITEM**

**Name of Contributor:** Catherine Kawaguchi

**Date of Meeting:** 10/1/14

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

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

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

**SECTION C: CONSENT**     **X**    

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #1 to Agreement #14-50 - Ventura County Office of Education, Paraeducator Services - SCP (Kawaguchi/Phipps)**

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At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-50 with Ventura County Office of Education (VCOE), for exceptional services to special education students that consists of support from Special Circumstances Paraeducators (SCPs) for the 2014-2015 school year, including Extended School Year, in the amount not to exceed \$380,894.23.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-50 by \$12,255.99 for a total agreement amount of \$393,150.22 for 2014-2015. The increase is due to the placement of one (1) more student with SCP services for 2014-2015, through October 30, 2014.

Student:           JA031802           \$12,255.99

**FISCAL IMPACT:**

\$12,255.99 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #14-50 with the Ventura County Office of Education for Paraeducator Services (SCP's), in the amount of \$12,255.99.

**ADDITIONAL MATERIAL(S):**

**Attached:**           Amendment #1, Ventura County Office of Education (1 Page)  
                          Agreement #14-50, Ventura County Office of Education (12 Pages)



# AGREEMENT

## TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective August 27, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JA031802

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5 hrs. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/27/14 (IEP date-11/15/2013), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	( )	(8/27/14-10/30/14)
(including ESY, if applicable)	\$ _____	\$ <u>12,255.99</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 7/17/14

Estimated Cost \$ 12,255.99

**BOARD AGENDA ITEM**

**Name of Contributor:** Catherine Kawaguchi

**Date of Meeting:** 10/1/14

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

**Ratification of Agreement #14-123 – Casa Pacifica School (Kawaguchi/Phipps)**

Requesting approval for Non-Public School (NPS) services for Student RR012703, for the 2014-2015 school year, excluding 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: RR012703

**FISCAL IMPACT:**

Tuition: \$149.00 per diem x 180 days = \$26,820.00  
(Excluding Extended School Year)

Transportation: \$33 Round trip daily rate, for 180 days = \$5,940.00

**Grand Total:** **\$32,760.00** – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-123 with Casa Pacifica School, NPS, in the amount not to exceed \$32,760.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-123, Casa Pacifica School (4 Pages)  
Certificate of Insurance (3 Pages)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #14-123

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October 2014, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the 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: RR012703**

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 **2014-2015** school year at a daily rate of \$149 for 180 days through June 5, 2015; and a \$33 daily rate for round trip transportation services not to exceed **\$32,760.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-123

Page 2

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 **\$32,760.00** for **Student: RR012703**.
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.





# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-123

Page 3

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

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #14-123

Page 4

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2013

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

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

<b>PRODUCER</b> 0726293      1-415-546-9300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License #0726293 1255 Battery Street #450  San Francisco, CA 94111 Susan Blankenburg  <b>INSURED</b> Casa Pacifica Centers for Children and Families  1722 S Lewis Road  Camarillo, CA 93012	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS:  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A: NonProfits' United Workers' Compensation</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B: SAFETY NATL CAS CORP</td> <td style="border-bottom: 1px solid black;">15105</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NonProfits' United Workers' Compensation		INSURER B: SAFETY NATL CAS CORP	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 37754828      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A			NPU - WCG 001-2014	01/01/14	01/01/15	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Excess Workers' Comp			SP 4050302	01/01/14	01/01/15	Limit Per Occ. 250,000,000 E.L. Per Occ & Agg 2,000,000 SIR 500,000

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

**CERTIFICATE HOLDER**      **CANCELLATION**

Ventura County SELPA  5100 Adolfo Road  Camarillo, CA 93012  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	---

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2013

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

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

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Rosa Navarro <b>PHONE (A/C, No, Ext):</b> (805) 585-6173 <b>FAX (A/C, No):</b> (805) 585-6273 <b>E-MAIL ADDRESS:</b> rnavarro@tolmanandwiker.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Nonprofits' Insurance Alliance</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>Admiral Ins Co</td> <td>24856</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Nonprofits' Insurance Alliance		INSURER B	Admiral Ins Co	24856	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Casa Pacifica Centers for Children & Families 1722 South Lewis Road Camarillo CA 93012-8520																					

COVERAGES CERTIFICATE NUMBER:13-14 GL/AL/UMB/E&O 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 ISUR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			2013-03300-NPO	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Incl Social Services						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			2013-03300-NPO	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2013-03300-UMB-NPO	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
B	<b>Medical Professional Liability - Claims Made</b>			EO0000268310	11/1/2013	11/1/2014	PER CLAIM \$1,000,000
				RETRO DATE 10/5/2004			AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [Attach ACORD 101, Additional Remarks Schedule, if more space is required]  
GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured, per the attached CG20260704. Attached Additional Insured endorsement CG20260704 applies only when required by written contract during the policy term.

<b>CERTIFICATE HOLDER</b> (805) 437-1599 msamples@vcoe.org Ventura County SELPA Attn: Mary Samples 5100 Adolfo Road Camarillo, CA 93012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judy Diaz, ARM/ROSAN
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
--

<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

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

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Catherine Kawaguchi

**Date of Meeting:** 10/1/14

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #14-129 - Ventura County Office of Education/SELPA  
(Kawaguchi/Phipps)**

---

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education/SELPA for the 2014-2015 school year, for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services.

**FISCAL IMPACT:**

OT/COTA Cost: 24 hours per week at \$60.00 x 48 weeks for a total of \$69,120.00  
(Maximum Billable)

(OT hr. rate \$60.00 – COTA hr. rate \$50.00).

**Total not to exceed: \$69,120.00 - The cost of these services will be paid  
through Special Education Funds.**

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-129 with the Ventura County Office of Education/SELPA.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-129, Ventura County Office of Education/SELPA (1 Page)

VENTURA COUNTY SELPA  
**AGREEMENT #14-129**  
FOR OCCUPATIONAL THERAPY SERVICES  
2014-2015

This will serve as evidence of Oxnard School District's commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) –or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: \_\_\_\_\_ 24 Hours per week \_\_\_\_\_

Cost per hour: \$60.00 -OTR; \$50.00 –COTA \_\_\_\_\_

=\$1,440.00x48weeks=\$69,120.00(Maximum billable)

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

**This agreement is in effect from September 1, 2014 thru July 31, 2015.**

District Administrator \_\_\_\_\_

Title Director, Purchasing Date \_\_\_\_\_

SELPA Director \_\_\_\_\_ Date \_\_\_\_\_

**BOARD AGENDA ITEM**

**Name of Contributor:** Catherine Kawaguchi

**Date of Meeting:** 10/1/14

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

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

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

**SECTION C: CONSENT**     **X**    

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #14-130 - Ventura County Office of Education/SELPA  
(Kawaguchi/Phipps)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education/SELPA for the 2014-2015 school year, for services from Social/Emotional Services Specialist (SESS).

**FISCAL IMPACT:**

SESS Services Cost: 16 hours per week at \$70.00 x 48 weeks for a total of \$53,760.00  
(Maximum Billable)

**Total not to exceed: \$53,760.00 - The cost of these services will be paid  
through Special Education Funds.**

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-130 with the Ventura County Office of Education/SELPA.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #14-130, Ventura County Office of Education/SELPA (1 Page)



Ventura County SELPA  
**AGREEMENT #14-130**  
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST  
2014-2015

This will serve as evidence of Oxnard School District's commitment to cover hourly costs for services provided by VC SELPA staff as follows:

**Social/Emotional Services Specialist**

Hours/Days per week: 16 hours per week

Cost per hour: \$70.00 per hour

= \$1,120.00 x 48 weeks = \$53,760.00

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Juanita Delgadillo, Secretary.

***This agreement is in effect from September 1, 2014 through July 31, 2015.***

District Administrator \_\_\_\_\_

Title Director, Purchasing Date \_\_\_\_\_

SELPA Director \_\_\_\_\_ Date \_\_\_\_\_

**BOARD AGENDA ITEM**

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 10/1/14

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

**Ratification of Work Authorization Letter (WAL) #001 for DSA Inspector of Record (I.O.R.) Services at Project 4 – Harrington Reconstruction per Master Agreement #13-129 with Knowland Construction Services (Cline/Gutierrez/CFW)**

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At the Board meeting of November 13, 2013 the Board of Trustees approved Master Agreement #13-129 with Knowland Construction Services to perform DSA Inspector of Record (I.O.R.) services for the Measure “R” program.

At that time the Board also authorized the District, in consultation with CFW, to issue Work Authorization Letters (WALs) to the prequalified firms as needed to support the work, with the understanding that all awards would be assigned on a rotational basis to ensure that the work is distributed fairly amongst prequalified firms, that the awards were within the approved program budget, and that all WALs issued would be submitted to the Board for ratification at the next available meeting.

This agenda item includes the ratification of the WAL listed below:

Master Agreement **#13-129**  
WAL **#001**  
Consultant: **Knowland Construction Services (KCS)**  
Date Issued: **9/5/14**

The District issued WAL #1 under the approved Master Agreement #13-129 with KCS to perform DSA inspection services for Project 4 – Harrington Reconstruction. Under this WAL assignment, KCS will perform required inspection of all work activities for the construction of Project 4 – Harrington Reconstruction.

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**FISCAL IMPACT:**

The DSA inspection services will be completed for a lump sum fixed fee of:

**TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$235,584.00)** to be funded from Measure “R”.

All expenditures related to this Work Authorization Letter should be cost coded to Project 4; line item 6290 – Construction Inspection.

**RECOMMENDATION:**

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It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify WAL #001 to Master Agreement #13-129 with Knowland Construction Services California (KCS) for DSA inspector of record (I.O.R.) services for Project 4 – Harrington Reconstruction.

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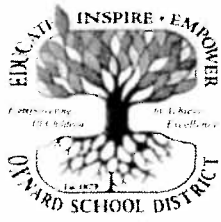
**ADDITIONAL MATERIAL(S):**

Attached:     **WAL #001, Knowland Construction Services (KCS) (7 pages)**  
                  **Knowland Construction Services Fee Proposal (2 pages)**  
                  **Master Agreement #13-129, KCS (28 pages)**

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**GOALS:**

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***



# WORK AUTHORIZATION LETTER (WAL)

## GENERAL INFORMATION

PROJECT #: 4	DATE: 9/4/2014
SITE NAME: Harrington Elementary School	DSA #: Varies. See Attachment "A"
MASTER AGREEMENT #: 13-129	OPSC #:
WAL #: 1	VENDOR ID:

### PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Knowland Construction Services Street: 33 Narcissa Drive City, State, Zip: Rancho Palos Verdes, CA 90275 Phone: 626-786-4331

### SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Project Inspection (IOR) services during the construction phase at Project 4 Harrington Elementary School Reconstruction, located at 2501 Gisler Ave., Oxnard, CA 93033, per attached Exhibit "F". See Attachment "A" for additional scope of information.

(ATTACH ADD'L PAGES AS NECESSARY)

### SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/25/2014	COMPLETION DATE: 3/15/2016
-----------------------	----------------------------

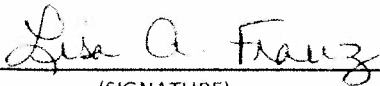

**FIXED FEE AMOUNT: \$235,584.00**

*This fee amount is based upon Consultant's proposal dated     N/A    , and subsequent negotiations mutually agreed to by all parties.*

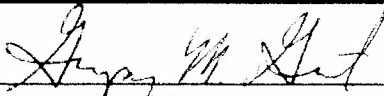
*This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*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
<b>OXNARD SCHOOL DISTRICT</b>  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">             (SIGNATURE)         </div> <div style="text-align: center;">           9-5-14            (DATE)         </div> </div>	<b>CONSULTANT:</b>  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">             (SIGNATURE)         </div> <div style="text-align: center;">           9/14/2014            (DATE)         </div> </div>

### FOR DISTRICT USE ONLY

PROJECT MANAGER: CFW (Greg Grant)	PREPARED BY: Suzanne Kuric
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER:	
COST ID: 6290 - Construction Inspection	
 (PM APPROVAL SIGNATURE)	9/5/2014 (DATE)

**SPECIAL INSTRUCTIONS:**

1. Phase 1 to start August 25, 2014; substantial completion to be October 10, 2014
2. Phase 2 to start September 2014; substantial completion to be December 2014.
3. Phase 3 to start December 2014; substantial completion to be March 15, 2016.
4. IOR responsible for confirming IOR requirements with AOR, and coordinating all spec. insp. on a timely basis to achieve project schedule.
5. IOR responsible for verification that work installed meets DSA approved drawings and applicable building codes. IOR shall report all deficiencies immediately to AOR.

**Project 4: Harrington Reconstruction**  
**Knowland Construction – IOR**  
Attachment “A”  
MA #13-129, WAL #001

**Project Phases & DSA #s:**

**Phase 1 – Interim PreK**  
DSA #: 03-115799

**Phase 2 – Construction**  
DSA #: 03-115469

**Phase 3 – Demolition & Site  
Work**  
DSA #: 03-115469

**Scope of Services to be Performed Under This WAL #001 (cont.):**

*General Overview of Scope of Work*

The DSA IOR for Project 4: Harrington Elementary School Reconstruction shall provide adequate coverage to required inspections of the work, from NTP to close-out; as detailed on the DSA approved documents and the DSA 103 forms. Work includes but is not limited to framing, shear wall, MEP rough-in, sprinkler piping (new and modifications to existing), drywall, rated assemblies, plumbing, electrical, and HVAC. Project specific scope of work summaries are provided below.

*Inspection Requests*

The DSA IOR shall provide routine inspections within 24hrs of receipt of inspection request form. Contractor will provide a minimum of 24hrs notices for routine inspection request. DSA IOR should plan to visit site at least each work day to perform required inspections while on the site.

The DSA IOR must coordinate special inspections and off-site inspections within 48hrs of receipt of inspection request form. Contractor will provide a minimum of 48hrs notices for special inspection request. Special inspections include compaction, epoxy dowels, minor concrete (batch and follow), minor CMU unfill, minor structural steel, minor welding (shop and field), and drilled anchors/shot pins (if required). Contractor will provide look ahead schedule at weekly project meetings identifying anticipated inspection requirements.

*Timely Inspections*

The DSA IOR shall coordinate adequately with the Program Manager, AOR, special inspectors, testing lab, contractors, and other related parties to ensure that all inspection card sign-offs are obtained and approved to support the timely completion of the project in support of the project schedule milestones.

*Communication*

The DSA IOR shall maintain active communication with the project team, including at minimum cell phone with email capabilities, active email address, fax machine, and 24/7 phone dispatch availability for urgent issues. DSA must respond to all project emails and phone messages within 24hrs of receipt.

**Project 4: Harrington Reconstruction  
Knowland Construction – IOR**

Attachment "A"  
MA #13-129, WAL #001

The DSA IOR shall utilize District's project controls and document management online systems for review, approval, filing, and archiving of project documents including RFIs, Submittals, Change Orders, Daily Reports, and other documents that require IOR's review and/or approval.

*Reports*

The DSA IOR shall provide a copy to the District of all reports required by DSA, including dailys, observation reports, etc.

***Project Specific Scope of Work Summaries:***

Project 4 of the Measure "R" Facilities Implementation Program provides for the replacement of the aging facilities at the Harrington Elementary School site with a complete new school facility. The new school is being designed to serve as a K-5 school for up to 700 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, interim preschool facilities, and protection of the existing administration and kindergarten buildings and associated utilities.

Construction budget is approximately +/- \$16,500,000.

Construction NTP is anticipated to be issued on or around August 25, 2014.

Construction substantial completion is required by December 2015.

Not Project Related

Project #13-129

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**COMPENSATION & RATE/FEE SCHEDULE**

- I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

**PROJECT DSA INSPECTION FEE SCHEDULE**

Hourly Rates

CLASSIFICATION	HOURLY RATE
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

- 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.**

Not Project Related

Project #13-129

**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.

**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 #13-129

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

- Not Project Related
- Project #13-129

**5. Reports**

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

**6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

**7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

# Knowland Construction Services

## PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Oxnard [REDACTED] School District**

INSPECTORS: **Class I / Class II / Class III**

PROJECT: **Harrington Elementary School**

DURATION:

**Phase 1: June 26, 2014 August 8, 2014 (240 Hours) \$17,280.00**

**Phase 2: September 2014 – December 2015 (2816 Hours) \$202,752.00**

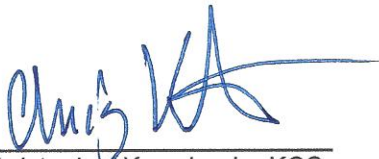
RATE: **\$72.00/hour**

TOTAL ESTIMATE: **\$220,032.00**

### PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Represent the District under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.
4. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
5. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 90 work days. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required by the master agreement. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 45 working days of receipt of invoice. Knowland Inc. ( Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. District shall be billed in (8) hour increments per day for the first (8) hours. Overtime shall be billed at a rate as dictated by the local operators union or as "comp time". When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record. Hours billed for inspection services shall include only hours worked in support of the project. IOR may work as many projects as reasonable during the eight hour billing increment. Other billing arrangements may be as agreed in writing by the District.
10. Knowland Inc. shall provide the District a professionally bound binder, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.



Christopher Knowland – KCS  
Knowland Inc.

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Agent – Oxnard School District

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

*33 Narcissa Drive  
Rancho Palos Verdes, Ca 90271*

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

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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.

CK (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.

OK (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.

CK (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: Knowland Construction Services, Inc.  
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*  
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*  
ATTN: Chris Knowland  
T: (626) 786-4331  
Email: chrisknowland@msn.com *90275*

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:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**KNOWLAND CONSTRUCTION SERVICES INC.:**

Christopher Knowland  
Signature

Christopher Knowland, President  
Typed Name/Title  
Operations

October 29, 2013  
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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 #13-129

		<b>WORK AUTHORIZATION LETTER (WAL)</b>	
<b>GENERAL INFORMATION</b>			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>			
<b>DISTRICT</b>		<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
(ATTACH ADD'L PAGES AS NECESSARY)			
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>			
START DATE:		COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<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>			
<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>			
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>			
<b>DISTRICT</b>		<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>		<b>CONSULTANT:</b>	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>			
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)		
<b>SPECIAL INSTRUCTIONS:</b>			

Not Project Related

Project #13-129

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

**PROJECT DSA INSPECTION FEE SCHEDULE**

**Hourly Rates**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

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.

Not Project Related

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**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.

**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

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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:

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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 #13-129**

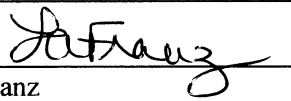
**CONFLICT OF INTEREST CHECK**

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 #13-129

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**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: \_\_\_\_\_

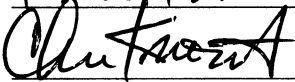
AND/OR

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: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations



Not Project Related

Project #13-129

**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-129

## **5. Reports**

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## **6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## **7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

Not Project Related  
 Project #13-129

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-129**  
**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Knowland Construction Services ("KCS")

---

KCS 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 KCS, 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.

---

Knowland Construction Services                      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 #13-129

## 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@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**



KNOWCON-01

KENNYN

# 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 <b>Cass &amp; Johansing</b> 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041	CONTACT NAME: <b>Carmen Amirian</b>	FAX (A/C, No): <b>(626) 568-2886</b>	
	PHONE (A/C, No, Ext): <b>(626) 568-9933</b>	E-MAIL ADDRESS: <b>carmena@cassandjohansing.com</b>	
INSURED  <b>Knowland Construction Services</b> 33 Narcissa Drive Rancho Palos Verdes, CA 90275	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Ironshore Specialty Ins. Co.</b>		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>							
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$	
							\$	
	<b>AUTOMOBILE LIABILITY</b>							
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	<b>UMBRELLA LIAB</b>		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	<b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER	
							E L. EACH ACCIDENT \$	
							E L. DISEASE - EA EMPLOYEE \$	
							E L. DISEASE - POLICY LIMIT \$	
<b>A</b>	<b>Professional Liab.</b>			<b>001005002</b>	<b>12/15/2012</b>	<b>12/15/2013</b>	<b>Each Wrongful Act</b>	<b>1,000,000</b>
<b>A</b>	<b>Professional Liab.</b>			<b>001005002</b>	<b>12/15/2012</b>	<b>12/15/2013</b>	<b>Aggregate</b>	<b>1,000,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
Attn: Lisa Cline  
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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P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:  
 POLICY NUMBER: 1793828-2013  
 CERTIFICATE ID: 38  
 CERTIFICATE EXPIRES: 07-01-2014  
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT  
 1051 S A ST  
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC  
 SERVICES  
 33 NARCISSA DR  
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013



**BOARD AGENDA ITEM**

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 10/1/14

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

**Ratification of Work Authorization Letter (WAL) #002 for Materials Testing & Special Inspection Services at Project 4 – Harrington Reconstruction per Master Agreement #13-122 with Earth Systems Southern California (Cline/Gutierrez/CFW)**

At the Board meeting of November 13, 2013 the Board of Trustees approved Master Agreement #13-122 with Earth Systems Southern California to perform Materials Testing Lab & Special Inspector services for the Measure “R” program.

At that time the Board also authorized the District, in consultation with CFW, to issue Work Authorization Letters (WALs) to the prequalified firms as needed to support the work, with the understanding that all awards would be assigned on a rotational basis to ensure that the work is distributed fairly amongst prequalified firms, that the awards were within the approved program budget, and that all WALs issued would be submitted to the Board for ratification at the next available meeting.

This agenda item includes the ratification of the WAL listed below:

Master Agreement #13-122  
WAL #002  
Consultant: **Earth Systems Southern California (Earth Systems)**  
Date Issued: **9/3/14**

The District issued WAL 2 under the approved Master Agreement #13-122 with Earth Systems to perform materials testing & special inspecting services for Project 4 – Harrington Reconstruction. Under this WAL assignment, Earth Systems will perform required material testing and special inspection services for the construction of Project 4 – Harrington Reconstruction.

---

**FISCAL IMPACT:**

The Materials Testing inspection services will be completed for a lump sum fixed fee of:

**NINETY-FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$94,700.00)** to be funded from Measure “R”.

All expenditures related to this Work Authorization Letter should be cost coded to Project 4; line item 6280 – Construction Testing.

**RECOMMENDATION:**

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It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify WAL #002 to Master Agreement #13-122 with Earth Systems Southern California (Earth Systems) for materials testing and special inspection services for Project 4 – Harrington Reconstruction.

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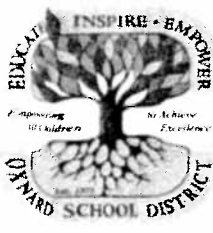
**ADDITIONAL MATERIAL(S):**

Attached:     **WAL #002, Earth Systems Southern California (15 pages)**  
                  **Earth Systems Fee Proposal (4 pages)**  
                  **Master Agreement #13-122, Earth Systems (41 pages)**

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**GOALS:**

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***



# WORK AUTHORIZATION LETTER (WAL)

## GENERAL INFORMATION

PROJECT #: 4	DATE: 7/9/2014
SITE NAME: Harrington Elementary School	DSA #: 03-115469 (new ES) 03-115799 (interim PreK)
MASTER AGREEMENT #: 13-122	OPSC #:
WAL #: 2	VENDOR ID:

### PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Earth Systems Southern California Street: 1731-A Walters Street City, State, Zip: Ventura, CA 93003 Phone: 805-642-6727

### SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Materials Testing Lab and Spec. Inspection services during the construction phase at Project 4 Harrington Elementary School Reconstruction, located at 2501 Gisler Ave., Oxnard, CA 93033, per attached Exhibit "F" Sections 4, 5, 6, & 7. See Attachment "A" for additional scope of work information.  
(ATTACH ADD'L PAGES AS NECESSARY)

### SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/25/2014	COMPLETION DATE: 12/2015
-----------------------	--------------------------

**FIXED FEE AMOUNT: \$94,700.00**

*This fee amount is based upon Consultant's proposal dated 6/18/2014, and subsequent negotiations mutually agreed to by all parties.*

*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.*

*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)
9-3-14 (DATE)	7-9-14 (DATE)

### FOR DISTRICT USE ONLY

PROJECT MANAGER: Tylor Middlestadt (CFW)	PREPARED BY: Suzanne Kuric
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER:	
COST ID: 06280 Construction Testing	
 (PM APPROVAL SIGNATURE)	9/5/2014 (DATE)

**SPECIAL INSTRUCTIONS:**

1. Construction to start August 25, 2014; anticipated completion to be December 2015.
2. Spec. Inspectors & Lab are responsible for confirming T&I requirements with AOR, and coordinating all spec. insp. on a timely basis to achieve project schedule.
3. Spec. Inspectors responsible for verification that work installed meets DSA approved Sigs and applicable building codes, reporting all deficiencies immediately to IOR/AOR.

## **Project 4: Harrington Reconstruction Earth Systems – Materials Testing & Special Inspections**

Attachment "A"  
MA #13-122, WAL #002

### **Scope of Services to be Performed Under This WAL #002 (cont.):**

#### *General Overview of Scope of Work*

The Testing Laboratory & Special Inspector for Project 4: Harrington Reconstruction shall provide adequate coverage to provide observation & testing for the special inspection work, from NTP to close-out; as detailed on the DSA approved documents and the DSA 103 forms. Work includes but is not limited to earthwork and grading, site utilities, foundations, paving, framing, shear wall systems, MEP systems, fire protection and fire alarm systems, drywall, rated assemblies, finishes, and site concrete. Project specific scope of work summary is provided below.

#### *Special Inspection Requests*

The Special Inspector must provide special inspections within 48hrs of receipt of inspection request form. Contractor will provide a minimum of 48hrs notices for special inspection request. Special inspections include compaction, epoxy dowels, concrete mix design, rebar testing, structural steel, welding (shop and field), drilled anchors/shot pins, and all other requirements of the DSA approved plans, specifications, and DSA 103 T&I form. Contractor will provide short-interval-schedule at weekly project meetings identifying anticipated inspection requirements.

#### *Timely Inspections*

Special Inspector shall coordinate adequately with the DSA IOR, Program Manager, AOR, testing lab, contractors, and other related parties to ensure that all inspection card sign-offs are obtained and approved to support the timely completion of the project in support of the project schedule milestones.

#### *Communication*

Special Inspector shall maintain active communication with the project team, including at minimum cell phone with email capabilities, active email address, fax machine, and 24/7 phone dispatch availability for urgent issues during the field observation and testing portion of work. Special Inspector must respond to all project emails and phone messages within 24hrs of receipt.

Special Inspector shall utilize District's project controls and document management online systems for review, approval, filing, and archiving of project documents including RFIs, Submittals, Change Orders, Daily Reports, and other documents that require Special Inspector's review and/or approval.

#### *Reports*

Special Inspector shall provide a copy to the District of all reports required by DSA, including daily reports, observation reports, testing reports, etc.

**Project 4: Harrington Reconstruction**  
**Earth Systems – Materials Testing & Special Inspections**

Attachment "A"

MA #13-122, WAL #002

***Project Specific Scope of Work Summary:***

Project 4 of the Measure "R" Facilities Implementation Program provides for the replacement of the aging facilities at the Harrington Elementary School site with a complete new school facility. The new school is being designed to serve as a K-5 school for up to 700 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, interim preschool facilities, and protection of the existing administration and kindergarten buildings and associated utilities.

Construction budget is approximately +/- \$16,500,000.

Construction NTP is anticipated to be issued on or around August 25, 2014.

Construction substantial completion is required by December 2015.

Not Project Related  
 Project #13-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

**Professional Personnel (hourly)**

Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00

**Technical Personnel (hourly) for  
Non-Prevailing Wage Services**

Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00

**Mileage Charges**

A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.

**Technical Personnel (hourly) for  
On-Site (Prevailing Wage) Services**

Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00

**Mileage Charges**

A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.

**Other**

Certified Payroll.....	\$40.00/person/payroll
.....	plus copying fees

Not Project Related

Project #13-122

## **LABORATORY SERVICES** (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2; ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698; CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140; CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422; CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844; CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### **Concrete Aggregate**

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136; CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127; CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29; CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour

Not Project Related  
 Project #13-122

### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
<b>Sieve Analysis:</b>	
Washed: ASTM C 117, C 136; CTM 202.....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
<b>Specific Gravity:</b>	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208.....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00



Not Project Related

Project #13-122

### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....\$140.00  
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....\$340.00  
Sand Equivalent: ASTM D 2419; CTM 217 .....\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....\$45.00  
Absorption (set of 3 required): ASTM C 140 .....\$40.00  
Moisture Content as received (set of 3 required): ASTM C 140 .....\$30.00  
Shrinkage (set of 3 required): ASTM C 426 .....\$95.00  
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....\$35.00  
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....\$35.00  
Compression, 2" Cubes (set of 3 required).....\$35.00  
Special Sample Preparation ..... \$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....\$150.00

#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....\$55.00  
Compression Test: ASTM C 67/ASTM C 936 .....\$55.00

- Not Project Related
- Project #13-122

***STEEL***

**Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

**Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

**Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

**High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

**MISCELLANEOUS CHARGES  
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

Not Project Related

Project #13-122

**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,

Not Project Related

Project #13-122

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.

**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 #13-122

## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

Not Project Related

Project #13-122

All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
    - Concrete Cylinders (ASTM C29)
    - Concrete Cores (ASTM C39)
    - Lightweight Concrete (ASTM C495)

Not Project Related

Project #13-122

- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C293IC78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

Not Project Related

Project #13-122

**7. Mix Design Review:**

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
  - i. **Masonry Compression Tests**
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. **Steel Reinforcing**
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. **Concrete Aggregate**
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting
  - iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop



Not Project Related

Project #13-122

b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:

- i. Ultrasonic Examination
- ii. Magnetic Particle Examination
- iii. Liquid Penetrant Examination
- iv. Radiographic Examination

c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):

- i. Ultrasonic Examination
- ii. Magnetic Particle Examination
- iii. Liquid Penetrant Examination
- iv. Radiographic Examination

d. *Laboratory Tests.* Laboratory tests shall be performed on the following:

- i. High strength bolts
- ii. Hardness Test (ASTM A325)
- iii. Tensile Strength (ASTM F606)

## 10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.



June 18, 2014

Proposal No.: VP-14-144 (Revised)

Oxnard School District  
c/o Suzanne Kuric  
Caldwell Flores and Winters, Inc.  
6425 Christie Avenue, Suite 270  
Emeryville, CA 93608

Project: Harrington Elementary School Reconstruction  
2501 Gisler Avenue  
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

Ref.: 1. Dougherty and Dougherty Architects, LLP, December 18, 2013, 90% Complete Project Plans  
2. Undated Preliminary DSA-103 Form, Statement of Structural Tests and Special Inspections

We are pleased to submit this proposal to provide materials testing and inspection services during the construction phase of the subject project. Although we have not been presented with final plans or a construction schedule, based on information provided in the referenced 90% Completion Plans, the Preliminary Structural Tests and Inspections Sheet, and our experience with projects of a similar nature, the following scope of work is anticipated:

**Review of Concrete and Grout Mix Designs**

An Engineer will review the submitted concrete and grout mix designs and check for conformance with project specifications. Summary letters will be issued. We have assumed that four hours of review and report writing will be necessary.

**Concrete Batch Plant Inspection**

An Inspector will observe the concrete batching operation at the time concrete is mixed. We anticipate that the batching will be performed off-site, and will not require Prevailing Wage rates for our inspector. We have assumed that 100 hours of batch plant inspection will be required.

**Concrete Sampling at Site**

A technician will perform slump and temperature tests and sample the concrete as it is placed. Cylinders will be transported to the lab after initial curing at the site. We anticipate that 120 hours of sampling will be required, and that approximately 20 trips to pick up cylinders will be necessary.

**Concrete Strength Testing**

Concrete cylinders will be stored in a concrete curing room until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. We anticipate testing a total of 60 cylinders. Reports documenting the results will be provided.

**High Strength Bolt Identification, Sampling, and Installation Inspection**

High strength bolts will be identified at the site, and sampled for strength testing. Installation of high strength bolts will be inspected by a Special Inspector. We anticipate 40 hours of identification and inspection will be required.

**High Strength Bolt Testing**

Samples of high strength bolts will be tested for strength characteristics. We anticipate that four sets of bolt samples will be tested. Written reports documenting the results will be provided.

**Identifying and Sampling Reinforcing Steel**

Reinforcing steel will be identified, and samples will be gathered and returned to the laboratory for testing, as required. We have assumed that 16 hours of steel identification will be required for concrete reinforcement, and eight hours will be required for masonry reinforcement. Written reports documenting the results will be provided.

**Laboratory Testing of Reinforcing Steel**

Tensile and bend strength testing will be performed on samples of reinforcing steel. We have assumed that 8 samples will be tested for concrete structures, and that four samples will be tested for masonry reinforcement. Written reports documenting the results will be provided.

**Masonry Inspection and CMU Block Identification**

A DSA-approved Special Inspector will observe the masonry work on a full time basis. For the purposes of this proposal, we have assumed that 120 hours of masonry inspection will be required. In addition, we anticipate that eight of hours of identification of CMU block will be required.

**Grout Batch Plant Inspection**

An Inspector will observe the batch plant operation at the time grout is mixed. We have assumed that 40 hours of batch plant inspection will be required, and that the inspections will be performed off-site, and will thus not require Prevailing Wage rates.

**Grout Sampling at Site**

A DSA-approved Masonry Special Inspector will inspect grout placement and sample the grout at the site. Samples will be transported to the lab after initial curing at the site. For the purposes of this proposal, we have assumed that 40 hours of sampling will be required.

**Grout, Mortar, CMU Core, and CMU Prism Strength Testing**

Samples of grout, mortar, and CMU prisms will be stored in a curing room until compression tests are performed. Compression tests will be performed to test strength at the specified intervals. For

the purposes of this proposal, we have assumed that 40 samples of grout or mortar, eight CMU cores, and four prisms will be tested for compressive strength. (Estimated fees for coring the CMU area also included.) Reports documenting the results will be provided.

#### **Additional Block and CMU Laboratory Testing**

In addition to compressive strength testing, we also anticipate performing absorption, initial moisture, unit weight, and shrinkage tests will be performed. We have assumed that six of each of these tests will be performed.

#### **Post-Installed Anchor Testing**

Pull testing of post-installed anchors will be performed by one of our technicians. (If required, an Inspector will also observe anchor installation.) We have assumed that 24 hours of testing will be required for anchors installed in concrete, and 16 hours of testing will be required for anchors installed in masonry.

#### **Welding Inspection at Site**

An Inspector will observe the welding where required by the project plans. For the purposes of this proposal, we have assumed that 160 hours of on-site welding inspection will be required.

#### **Welding Inspection at Fabrication Shop**

An Inspector will observe the welding at the fabrication shop. We have assumed that 80 hours of off-site, non-Prevailing Wage shop welding inspection will be required.

#### **Engineering Review and Consultation**

Engineering review, consultation, and preparation of reports will be provided, including preparing and filing all required DSA-291 and DSA-293 forms within the Project Box. Some of this time is budgeted within each of the categories described above.

#### **BASIS FOR CHARGES**

The basis of charges for this proposal is the Fee Schedule included with the Agreement for Consultant Services No. 13-122 with the Oxnard School District. Fees will be based on the number of hours of work provided toward the project, and the referenced fee schedule

Our proposal is based on the understanding that all of the on-site services proposed above are subject to California Prevailing Wage law, and that all off-site services are not subject to Prevailing Wage law. In the event that the Department of Industrial Relations determines that Prevailing Wage law applies to off-site services, Client agrees to pay Consultant any additional compensation necessary to adjust Consultant's employees' wages to conform to Prevailing Wage law on this project.

**ESTIMATED FEES**

A schedule of construction has not yet been submitted to Earth Systems Southern California. Because of this, the following estimates should only be considered general approximations, and should not be considered not-to-exceed.

Concrete Batch Plant Inspection, On-site Sampling & Laboratory Testing:	\$25,800.00
High Strength Bolting Inspection and Testing:	\$10,200.00
Steel Identification & Testing (Including Anchor Pull Testing):	\$9,000.00
Masonry Inspection and Associated Laboratory Testing:	\$29,400.00
Shop & Field Welding Inspection:	\$20,300.00
Additional Services:	Per Fee Schedule
<b>Total Estimate</b>	<b>\$94,700.00</b>

**TERMS FOR SERVICES**

Terms for Services are included within the Agreement for Consultant Services No. 13-122 that was authorized by the Oxnard School District on November 20, 2013.

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Southern California**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

**SCG, Inc., d.b.a.,  
EARTH SYSTEMS SOUTHERN CALIFORNIA**

Agreed to and Accepted



Patrick V. Boales  
Engineering Geologist/President

\_\_\_\_\_  
Client Signature and Title



Anthony P. Mazzei  
Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

Copies:           1 - Oxnard School District c/o CFW, LLP (via email)  
                      1 - Proposal File

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND  
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. 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.

PVB (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.

PVB (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.

PVB (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: Earth Systems  
1731-A Walter Street  
Ventura, CA 93003  
Attention: Paul Mooney  
T: (805) 642-6727  
Email: pmooney@earthsys.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:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565



Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**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 #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<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> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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 #13-122

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related
- Project #13-122

## LABORATORY SERVICES (Partial Listing of Available Tests)

### *SOIL*

Moisture Content of Soils: ASTM D 2216 .....	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829 .....	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
Sieve Analysis (washed): ASTM D 422. D 1140: CTM 202 .....	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203 .....	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils .....	\$290.00
Soils with Additives .....	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates) .....	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217 .....	\$110.00
Special Sample Preparation .....	\$75.00/hour

### *CONCRETE*

#### Concrete Aggregate

##### Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202 .....	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202 .....	\$95.00

##### Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206 .....	\$75.00
Fine Aggregate: ASTM C 128: CTM 207 .....	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289 .....

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212 .....

\$75.00

Special Sample Preparation .....

\$75.00/hour

Not Project Related

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### **Cylinders, Beams, and Cores**

Compression Test of Cast Cylinders (all sizes): ASTM C 39 .....	\$30.00*
Compression Test of Cored Samples: ASTM C 42 .....	\$55.00*
Compression Test Gunitite Samples .....	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation .....	\$75.00/hour

\*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

## ***ASPHALT CONCRETE***

### **Miscellaneous Tests**

#### **Bulk Specific Gravity of Compacted Specimens and Core Samples:**

ASTM D 2726, ASTM D 1188; CTM 308 .....	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041 .....	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens) .....	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
<b>Sieve Analysis:</b>	
Washed: ASTM C 117, C 136; CTM 202 .....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
<b>Specific Gravity:</b>	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208 .....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

- Not Project Related  
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### ***AGGREGATE BASE***

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301 .....	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

### ***MASONRY***

#### **Concrete Block (Per Specimen)**

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140 .....	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140 .....	\$30.00
Shrinkage (set of 3 required): ASTM C 426 .....	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140 .....	\$35.00

#### **Mortar and Grout (Per Specimen)**

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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#### **Brick/Paving Units (Per Specimen)**

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

- Not Project Related
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## ***STEEL***

### **Reinforcing Bar Tests**

Tensile and Bend Tests, #2 through #9: ASTM A 615 .....\$115.00  
 Tensile and Bend Tests, #10 through #18: ASTM A 615 ..... Per Quote  
 Unit Weight of Coating (Galvanized).....\$105.00

### **Structural Steel**

Tensile and Bend Test (sample preparation not included).....\$115.00  
 Machining Charges, per sample..... Cost plus 20%  
 Unit Weight of Galvanized Coating .....\$110.00

### **Pipe**

Tensile Test (sample preparation not included).....\$57.00  
 Flattening Test (sample preparation not included) .....\$40.00

### **High Strength Bolts**

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set) .....\$250.00

## **MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment .....\$75.00/day  
 Torque Wrench .....\$50.00/day  
 Skidmore Device.....\$75.00/day

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,



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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.

**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.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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:

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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.

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

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**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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: See Attached List

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: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

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**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING**

**The Geotechnical’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

**1. Borings:**

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

**2. Drilling and sampling methods and protection of property:**

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and



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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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## **SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

### **1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

### **2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
  - Concrete Cores (ASTM C39)
  - Lightweight Concrete (ASTM C495)

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- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

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## 7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests*. Laboratory tests shall include:
  - i. *Masonry Compression Tests*
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18|ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. *Steel Reinforcing*
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. *Concrete Aggregate*
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

## 8. Duties:

- a. The consultant's duties shall include the following:
  - i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

## 9. Structural Steel:

- a. *Inspection Services*. The CONSULTANT shall provide inspection services for the following:
  - i. Field Welding
  - ii. High Strength Bolting
  - iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop

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- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.



Not Project Related

Project #13-122

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Earth Systems Southern California ("Earth Systems")

---

Earth Systems has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, 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.

---

Earth Systems Southern California                      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 #13-122

## 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 CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: <b>Hartford Fire Ins. Co.</b>	<b>19682</b>
	INSURER B: <b>American Automobile Ins. Co.</b>	<b>21849</b>
	INSURER C: <b>Lexington Ins. Co.</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

**Location(s) Of Covered Operations**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

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

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

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** SCG, Inc., dba Earth Systems

**Policy Number:**57UUNUO0049

**Policy Effective Dates:** 04/01/13

**Additional Insured:**

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. WHO IS AN INSURED: The following are “insureds”

c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)  
HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – 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 damages under this Coverage Form.

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/1/14

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

### Disposal of Surplus Personal Property (Cline/Franz)

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The district owns surplus personal property located at Elm School as shown below. This item has been deemed irreparable and will be disposed of and/or recycled at the appropriate facilities. It is requested that the Board of Trustees declare this property obsolete and approve the disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00.

Tag #	Description	Qty
007605	Steel Cargo Container, 8'	1

### FISCAL IMPACT

None

### RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the above surplus property obsolete and approve its disposal, as permitted by California Education Code §17546.

### ADDITIONAL MATERIAL

Attached: None

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 10/1/14

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

**REPORT ON 2006 BOND CONSTRUCTION BUDGET (Cline)**

Attached for the Board’s information are our current Bond budgets as of Friday, September 19, 2014.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

None – information only.

**ADDITIONAL MATERIAL**

Attached: Sources and Budgets Report (2 pages)



Oxnard School District  
**Sources and Budgets Report**



This reports lists projected funding sources and expenditure budgets for multiple projects

Code	Category - Item	Brekke Project 1 Kindergarten Improvements	Chavez Project 1 Science Labs	Curren Project 1 Science Labs	Driffill Proj 2 Driffill Kindergarten	Driffill Elementary School New Construction- P2P	Elm Project 5 New Elm School	Fremont Project 1 Science Labs	Harrington Project 4 Harrington New School	Haydock Project 1 Science Labs	Kamala Project 1 Science Labs
<b>Funding Sources</b>											
<b>Local</b>	<b>Local</b>	<b>282,568</b>	<b>293,319</b>	<b>293,319</b>	<b>2,411,380</b>	<b>26,106,271</b>	<b>20,170,543</b>	<b>1,843,007</b>	<b>22,822,171</b>	<b>1,047,651</b>	<b>293,319</b>
212	G.O.Bond Proceeds	282,568	293,319	293,319	2,411,380	26,078,627	20,170,543	1,843,007	22,822,171	1,047,651	293,319
251	School Development Fees	0	0	0	0	27,644	0	0	0	0	0
<b>TOTAL FUNDING</b>		<b>282,568</b>	<b>293,319</b>	<b>293,319</b>	<b>2,411,380</b>	<b>26,106,271</b>	<b>20,170,543</b>	<b>1,843,007</b>	<b>22,822,171</b>	<b>1,047,651</b>	<b>293,319</b>
<b>Expenditures</b>											
<b>A</b>	<b>Site Costs</b>	<b>762</b>	<b>789</b>	<b>789</b>	<b>2,900</b>	<b>401,042</b>	<b>92,339</b>	<b>5,042</b>	<b>104,393</b>	<b>2,734</b>	<b>789</b>
6140	Surveying Costs	0	0	0	2,900	150,919	21,309	0	24,091	0	0
6150	Site Support Costs	0	0	0	0	29,313	0	0	0	0	0
6171	Environmental Studies	0	0	0	0	33,209	0	0	0	0	0
6160	Other Costs - Site	762	789	789	0	187,601	71,030	5,042	80,302	2,734	789
<b>B</b>	<b>Planning Costs</b>	<b>41,324</b>	<b>44,039</b>	<b>44,039</b>	<b>147,400</b>	<b>2,483,187</b>	<b>2,337,572</b>	<b>310,531</b>	<b>2,476,311</b>	<b>229,518</b>	<b>44,039</b>
6210	Architect / Engineering Fees	25,525	26,525	26,525	125,900	1,774,489	1,065,449	208,990	1,147,537	174,360	26,525
6220	DSA Fees	2,250	3,450	3,450	13,000	408,870	142,060	13,150	160,605	4,950	3,450
6230	CDE Fees	127	131	131	0	34,312	9,944	848	11,242	445	131
6240	Preliminary Tests	0	0	0	8,500	21,540	21,309	0	24,091	0	0
6250	Other Costs - Planning	13,422	13,933	13,933	0	243,976	1,098,810	87,543	1,132,836	49,763	13,933
<b>C</b>	<b>Construction Costs</b>	<b>197,735</b>	<b>204,866</b>	<b>204,866</b>	<b>1,765,350</b>	<b>20,140,208</b>	<b>14,497,210</b>	<b>1,243,147</b>	<b>16,461,967</b>	<b>660,345</b>	<b>204,866</b>
6270	Main Construction Contractor	181,012	187,484	187,484	1,659,429	17,061,000	14,205,987	1,211,583	16,060,456	636,072	187,484
6271	Environmental Clean-up	644	1,288	1,288	0	0	42,618	12,910	120,453	7,058	1,288
6272	Construction Management Fees	15,625	15,625	15,625	105,921	886,740	177,575	15,625	200,756	15,625	15,625
6273	Demolition	0	0	0	0	408,406	0	0	0	0	0
6274	Other Costs - Construction	0	0	0	0	583,180	0	0	0	0	0
6276	Interim Housing	0	0	0	0	1,118,494	0	0	0	0	0
6278	Labor Compliance Program	454	469	469	0	82,388	71,030	3,029	80,302	1,590	469
<b>D</b>	<b>Construction Testing Costs</b>	<b>763</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>362,009</b>	<b>234,399</b>	<b>7,925</b>	<b>264,998</b>	<b>2,218</b>	<b>0</b>
6280	Construction Tests	763	0	0	20,000	362,009	234,399	7,925	264,998	2,218	0
<b>E</b>	<b>Construction Inspection Costs</b>	<b>9,051</b>	<b>9,374</b>	<b>9,374</b>	<b>190,000</b>	<b>355,750</b>	<b>745,817</b>	<b>60,579</b>	<b>843,174</b>	<b>31,804</b>	<b>9,374</b>
6290	Construction Inspection	9,051	9,374	9,374	190,000	355,750	745,817	60,579	843,174	31,804	9,374
<b>F</b>	<b>Furniture &amp; Equipment Costs</b>	<b>5,865</b>	<b>6,174</b>	<b>6,174</b>	<b>130,000</b>	<b>953,109</b>	<b>568,239</b>	<b>39,655</b>	<b>642,418</b>	<b>20,809</b>	<b>6,174</b>
4300	Supplies <\$500	0	0	0	0	18,316	568,239	0	642,418	0	0
4400	Equipment \$500-\$5000	0	0	0	130,000	934,793	0	0	0	0	0
6400	Capitalized Equipment >\$5000	5,865	6,174	6,174	0	0	0	39,655	0	20,809	6,174
<b>G</b>	<b>Project Contingency</b>	<b>27,068</b>	<b>28,077</b>	<b>28,077</b>	<b>155,730</b>	<b>1,410,966</b>	<b>1,694,967</b>	<b>176,128</b>	<b>2,028,910</b>	<b>100,223</b>	<b>28,077</b>
6999	Project Contingency	27,068	28,077	28,077	155,730	1,410,966	1,694,967	176,128	2,028,910	100,223	28,077
<b>TOTAL EXPENDITURES</b>		<b>282,568</b>	<b>293,319</b>	<b>293,319</b>	<b>2,411,380</b>	<b>26,106,271</b>	<b>20,170,543</b>	<b>1,843,007</b>	<b>22,822,171</b>	<b>1,047,651</b>	<b>293,319</b>
<b>BALANCE REMAINING</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Oxnard School District  
**Sources and Budgets Report** *Ability*

This reports lists projected funding sources and expendi

Code	Category - Item	Lemonwood Project 3 New Lemonwood School	McAuliffe Project 1 Kindergarten Improvements	Ritchen Project 1 Kindergarten Improvements	Technology Implementation Technology Implementation	Totals
<b>Funding Sources</b>						
<b>Local</b>	<b>Local</b>	<b>2,512,180</b>	<b>262,140</b>	<b>262,140</b>	<b>5,530,000</b>	<b>84,130,008</b>
212	G.O.Bond Proceeds	2,512,180	262,140	262,140	0	78,572,364
251	School Development Fees	0	0	0	5,530,000	5,557,644
<b>TOTAL FUNDING</b>		<b>2,512,180</b>	<b>262,140</b>	<b>262,140</b>	<b>5,530,000</b>	<b>84,130,008</b>
<b>Expenditures</b>						
<b>A</b>	<b>Site Costs</b>	<b>157,638</b>	<b>704</b>	<b>704</b>	<b>0</b>	<b>770,625</b>
6140	Surveying Costs	22,000	0	0	0	221,219
6150	Site Support Costs	0	0	0	0	29,313
6171	Environmental Studies	0	0	0	0	33,209
6160	Other Costs - Site	135,638	704	704	0	486,884
<b>B</b>	<b>Planning Costs</b>	<b>2,354,542</b>	<b>38,244</b>	<b>38,244</b>	<b>0</b>	<b>10,588,990</b>
6210	Architect / Engineering Fees	1,549,838	23,525	23,525	0	6,198,713
6220	DSA Fees	187,000	2,150	2,150	0	946,535
6230	CDE Fees	15,400	117	117	0	72,945
6240	Preliminary Tests	33,000	0	0	0	108,440
6250	Other Costs - Planning	569,304	12,452	12,452	0	3,262,357
<b>C</b>	<b>Construction Costs</b>	<b>0</b>	<b>184,043</b>	<b>184,043</b>	<b>0</b>	<b>55,948,646</b>
6270	Main Construction Contractor	0	167,356	167,356	0	51,912,703
6271	Environmental Clean-up	0	644	644	0	188,835
6272	Construction Management Fees	0	15,625	15,625	0	1,495,992
6273	Demolition	0	0	0	0	408,406
6274	Other Costs - Construction	0	0	0	0	583,180
6276	Interim Housing	0	0	0	0	1,118,494
6278	Labor Compliance Program	0	418	418	0	241,036
<b>D</b>	<b>Construction Testing Costs</b>	<b>0</b>	<b>703</b>	<b>704</b>	<b>0</b>	<b>893,719</b>
6280	Construction Tests	0	703	704	0	893,719
<b>E</b>	<b>Construction Inspection Costs</b>	<b>0</b>	<b>8,368</b>	<b>8,368</b>	<b>0</b>	<b>2,281,033</b>
6290	Construction Inspection	0	8,368	8,368	0	2,281,033
<b>F</b>	<b>Furniture &amp; Equipment Costs</b>	<b>0</b>	<b>5,029</b>	<b>5,029</b>	<b>5,530,000</b>	<b>7,918,675</b>
4300	Supplies <\$500	0	0	0	0	1,228,973
4400	Equipment \$500-\$5000	0	0	5,029	5,530,000	6,599,822
6400	Capitalized Equipment >\$5000	0	5,029	0	0	89,880
<b>G</b>	<b>Project Contingency</b>	<b>0</b>	<b>25,049</b>	<b>25,048</b>	<b>0</b>	<b>5,728,320</b>
6999	Project Contingency	0	25,049	25,048	0	5,728,320
<b>TOTAL EXPENDITURES</b>		<b>2,512,180</b>	<b>262,140</b>	<b>262,140</b>	<b>5,530,000</b>	<b>84,130,008</b>
<b>BALANCE REMAINING</b>		<b>0</b>	<b>(0)</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Board Agenda Item

**NAME OF CONTRIBUTOR:** Jonathan Koch **DATE OF MEETING:** October 1, 2014

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

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

**SECTION A: PRELIMINARY** \_\_\_\_\_

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

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

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

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

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

**TITLE: Establish/Abolish/Increase/Reduce Hours of Position**

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### **DESCRIPTION OF AGENDA ITEM:**

#### **Establish**

an eight hour, 246 day District Community Liaison, position number 6587, to be established in the Educational Services department. This position will be established as requested as part of the LCAP.

an eight hour, 246 day Mixteco Translator, position number 2487, to be established in the Educational Services department. This position will be established to help support the District's growing Mixteco population.

a five hour and forty five minute, 183 day Paraeducator III, position number 6583, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

an five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6580, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

an five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6581, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

an five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6583, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

a five hour, 185 day Child Nutrition Worker, position number 6547, to be established at Driffill school. This position will be established due to the increase in meal serving.

#### **Increase**

a five hour, 185 day Child Nutrition Worker, position number 2220, to be increased to five and a half hours at Fremont school This position will be increased due to the increase in meal serving periods.

a four hour, 185 day Child Nutrition Worker, position number 2425, to be increased to five hours at Fremont school This position will be increased due to the increase in meal serving periods.

a five and a half hour, 183 day Paraeducator II bilingual, position number 1499, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five and a half hour, 183 day Paraeducator III, position number 2117, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

**FISCAL IMPACT:**

Cost for District Community Liaison-\$76,084 LCFF  
Cost for Mixteco Translator-\$64,994  
Cost for Paraeducator III-\$23,800 Special Ed  
Cost for Paraeducator II-\$66,986 Special Ed  
Cost for Child Nutrition Worker-\$17,548 Cafeteria  
Cost for Child Nutrition Worker-\$3,503 Cafeteria  
Cost for Child Nutrition Worker-\$1,751 Cafeteria  
Cost for Child Nutrition Worker-\$3,503 Cafeteria  
Cost for Paraeducator II-\$969 Special Ed  
Cost for Paraeducator III-\$1,003 Special Ed

**RECOMMENDATION:**

Approve the establishment and increase, of positions, as presented

**ADDITIONAL MATERIAL(S):** None

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch **DATE OF MEETING:** October 1, 2014

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

**TITLE: Personnel Actions (Vaca/Koch)**

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**DESCRIPTION OF AGENDA ITEM:**

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**RECOMMENDATION:**

Approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL(S):**

Classified Personnel Actions  
Certificated Personnel Actions

**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**

Marilyn Lopez	Teacher, 1 TBE, Ramona	September 23, 2014
Erika Lozano-Gurrola	Teacher, 4/5 Newcomer, McKinna	September 23, 2014
Wendy Marinez	School Counselor, Kamala	September 23, 2014
Annette McComas	Teacher, .5 K Support, Soria	September 22, 2014
Emily Rendon	Teacher, RSP, Soria	September 23, 2014
Rogelio Solis	Teacher, 6 SE, Frank	September 23, 2014
Basilio Gonzales	Substitute Teacher	2014/15 School Year
Maritza Loya	Substitute Teacher	2014/15 School Year
Jeremy Meyer	Substitute Teacher	2014/15 School Year
Darcie Ouerbacker	Substitute Teacher	2014/15 School Year
Sheila Reilly	Substitute Teacher	2014/15 School Year
Emily Reynolds	Substitute Teacher	2014/15 School Year
Robert Shute	Substitute Teacher	2014/15 School Year
Rachel Valdivia-Ornelaz	Substitute Teacher	2014/15 School Year
Breana Varela	Substitute Teacher	2014/15 School Year
Charity Whitney	Substitute Teacher	2014/15 School Year

**RESIGNATION**

Nicole Espinoza	Teacher, 5 SEI/EL, Ramona	September 18, 2014
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## CLASSIFIED PERSONNEL ACTIONS

October 1, 2014

New Hire

Bollington, Mary	Secretary, Position #2976 Ed. Services 8.0 hrs./205 days	9/15/2014
Burkhart, Alma	Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days	9/22/2014
Estrada, Brenda	Outreach Specialist (B), Position #6076 Frank 8.0 hrs./180 days	9/8/2014
Guerrero, Theresa	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	9/17/2014
Moreno, Elizabeth	Intermediate School Secretary (B), Position #6243 Kamala 8.0 hrs./192 days	9/15/2014
Pio, Henry	Green Schools/Energy Conservation Manager, Position #5841 Facilities 8.0 hrs./246 days	9/16/2014
Ruiz Navarette, Yesenia	Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days	9/17/2014
Sanchez, Lydia	Intermediate School Secretary (B), Position #8586 Driffill 8.0 hrs.192 days	9/16/2014
Topete, Oscar	Technology Services Technician, Position #2266 Information Technology 8.0 hrs./246 days	9/16/2014

Limited Term

Barron, Imelda	Paraeducator	9/9/2014
De St Jean, Julie	Transportation Manager	8/28/2014
Dillon, Tiffany	Paraeducator	9/11/2014
Fernandez, Monica	Paraeducator	9/12/2014
Minjares, Kevin	Paraeducator	9/12/2014
Rivera, Georgina	Paraeducator	9/2/2014
Tellez, Teresa	Child Nutrition Worker	9/10/2014

Promotion

Marin, Edith	School Office Manager (B), Position #1824 Ramona 8.0 hrs./210 days Human Resources Assistant (B), Position #535 Certificated Human Resources 8.0 hrs./215 days	8/27/2014
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Increase in Hours

Abramovitch, Floripes	Paraeducator II (B), Position #1487 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #1487 Pupil Services 5.0 hrs./183 days	9/8/2014
Guapo, Sylvia	Paraeducator II (B), Position #2113 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2113 Pupil Services 5.5 hrs./183 days	8/20/2014
Mendez, Maria	Child Nutrition Worker, Position #2615 Itinerant 5.5 hrs./185 days Child Nutrition Worker, Position #2615 Itinerant 5.0 hrs./185 days	9/2/2014
Merida, Jennifer	Paraeducator II (B), Position #6434 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #6434 Pupil Services 5.5 hrs./183 days	9/8/2014

Transfer

Ortega, Alma	Office Assistant II (B), Position #6447 Fremont 8.0 hrs./203 days	9/22/2014
	Office Assistant II (B), Position #475 Haydock 8.0 hrs./192 days	
Valerio, Marisa	Child Nutrition Worker, Position #6409 Curren 5.0 hrs./185 days	9/15/2014
	Child Nutrition Worker, Position #2176 Ritchen 3.0 hrs./185 days	

Unpaid Leave of Absence

Carmikle, Kyle	Paraeducator III, Position #2000 Pupil Services 5.5 hrs./183 days	9/8/2014-10/13/2014
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Retirement

Hansen, Deborah	Custodian, Position #39 District Office 8.0 hrs./246 days	11/19/2014
Quezada, Betty	Paraeducator II, Position #1199 Marina West 5.5 hrs./183 days	10/1/2014

Termination

7982	Paraeducator I (B), Position #2557 NfL 3.0 hrs./55 days	9/16/2014
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**BOARD AGENDA ITEM**

**Name of Contributor(s):** Cline/Gutierrez/CFW

**Date of Meeting:** 10/1/14

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

**APPROVAL OF RESOLUTION #14-12, THE USE OF GRANTS APPLICATION FOR THE HARRINGTON CONSTRUCTION PROJECT, BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (Cline/Gutierrez/CFW)**

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The Measure “R” Facilities Implementation Program utilizes a variety of funding sources including local funds, Measure “R” bond proceeds, and project state aid reimbursement receipts for projects that are funded locally, and which have existing state aid modernization and/or new construction eligibility.

The Office of Public School Construction administers the State Allocation Board’s (“SAB”) School Facility Program (“SFP”), which governs the State aid program. Under the State program, funding is allocated on a per pupil basis based upon the State loading standards for classrooms. The State loading standard is 25 pupils per classroom for grades K-8 and 27 pupils per classroom for grades 7-12. Under the SFP a school district’s eligibility for State funding is determined by a formula that projects the number of unhoused pupils and assigns available New Construction pupil grants. These grants are used to construct new classrooms to house projected new students or to relieve classroom overcrowding. Section 1859.77.3 allows a district to utilize higher pupil loading standards than the State standard as long as it is within the approved District’s teacher contract and does not exceed 33 pupils per classroom.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt RESOLUTION #14-12, THE USE OF GRANTS APPLICATION FOR THE HARRINGTON CONSTRUCTION PROJECT, BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT, and authorize the Superintendent to submit a Use of Grants Project Funding Request Application for the Harrington Construction Project.

## **ADDITIONAL MATERIAL(S)**

- Resolution #14-12, USE OF GRANTS APPLICATION FOR THE HARRINGTON CONSTRUCTION PROJECT, BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.

## **GOALS:**

### **GOAL FIVE**

***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

## **RESOLUTION NO. 14-12**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT ACKNOWLEDGING THE SUBMISSION OF A USE OF GRANTS APPLICATION TO THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION FOR THE PROJECT NO. 4 HARRINGTON SCHOOL RECONSTRUCTION AND ACKNOWLEDGING THAT SAID SUBMISSION WILL REQUEST THE DIVERSION OF ELIGIBLE PUPIL GRANTS FROM OTHER PROJECTS TO THE PROJECT NO. 4 HARRINGTON SCHOOL RECONSTRUCTION BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT.**

**WHEREAS**, the Board of Trustees of the Oxnard School District approved Resolution #13-38 on May 21, 2014 authorizing the District Superintendent to submit project approval applications and project funding request applications to the State Allocation Board's "Applications Received Beyond Bond Authority List" for Project 4 Harrington School Reconstruction; and

**WHEREAS**, a school district's eligibility for New Construction State funding is determined by a formula that estimates the number of unhoused pupils and assigns available New Construction pupil grants for the purpose of constructing facilities to accommodate unhoused pupils and relieve classroom overcrowding; and

**WHEREAS**, the School Facility Program (SFP) allows a funding application to contain a "Use of New Construction Grant" request to utilize a classroom loading standard higher than the State standard—but not higher than the maximum standard indicated in the District's teacher contract—in order to increase the number of pupil grants used to defray the cost of building new classroom facilities; and

**WHEREAS**, the Oxnard School District desires to submit a State funding application for the new Harrington Elementary School campus under construction at 2501 Gisler Avenue utilizing a "Use of New Construction Grant" request; and

**WHEREAS**, this request would indicate the classroom loading standard in this new elementary school increases from 25 pupils per room to 30 pupils per room for Grades K to 3 and 33 pupils per room for Grades 4 and 5, resulting in the diversion of 155 pupil grants from other school construction projects to the Harrington Elementary School project;

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

**BE IT RESOLVED** that the Board of Trustees of the Oxnard School District ("Board") pursuant to Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges the utility of the "Use of New Construction Grant" mechanism in lowering the District's cost burden of new classroom construction by increasing the number of State pupil grants used to fund said construction; and

**BE IT FURTHER RESOLVED** that the Board, pursuant to the same Title 2, Code of California Regulations Section 1859.95.1, hereby acknowledges that requesting this mechanism does not increase the overall number of eligible State pupil grants allocated to the District, and that any grants reassigned to the Harrington Elementary School campus must be diverted from another project that would otherwise use those grants to defray construction costs; and

**BE IT FURTHER RESOLVED** that the Board directs the District Superintendent, in consultation with Caldwell Flores Winters, Inc., to prepare a State grant application for Harrington Elementary School for submission to OPSC that contains a “Use of New Construction Grant” request; and

**BE IT FURTHER RESOLVED** that the District certifies as defined in Education Code Section 17368 that it houses or will house the pupils receiving grants in the project in school buildings by utilizing district loading standards that do not exceed the loading standards set out in the approved district teacher contract, and that the upper loading standard of 30 pupils per classroom proposed for the funding application does not exceed the maximum stipulated in the teacher contract; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for Harrington Elementary School to be submitted to the appropriate State agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on October 1, 2014:

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA    )

I, Veronica Robles-Solis, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 1st day of October, 2014, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Clerk, Governing Board  
Oxnard School District

## Board Agenda Item

**NAME OF CONTRIBUTOR:** Jorge B. Gutierrez      **DATE OF MEETING:** October 1, 2014

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

**TITLE:** Approval of Change Order #1 to Bid #13-01-Ardalan Construction Co.

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The Executive Director of Facilities Planning, Engineering & Operations recommends that the Board of Trustees approve Change Order #1 in the amount of \$9,997.13 for Bid #13-01, Ritche/Sierra Linda Remodel Pre-school project . The detail scope of work including the credits and charges are attached.

Change Order amount of \$9,997.13 to the original contract price of \$368,900.00 with Ardalan Construction Co. will result in a net change of 2.7%

### FISCAL IMPACT

\$9,997.13 - Deferred Maintenance

### RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Change Order #1 for Bid # 13-01, Ritche/Sierra Linda Remodel Pre-School project.

### ADDITIONAL MATERIAL:

I. Change Order #1 (2 pages)



# CHANGE ORDER

**Date:** 9/9/2014

**CHANGE ORDER NO.** 1

**PROJECT:** Sierra Linda & Emilie Ritchen Site Improvements  
**O.S.D. BID No.** 13-01

**OWNER:** Oxnard School District  
 1051 South A Street  
 Oxnard, CA. 93030

**ARCHITECT:** MVE Institutional, Inc.  
 3 MacArthur Place Suite 850  
 Santa Ana, CA 92707

**CONTRACTOR:** Ardalan Construction Co., Inc.  
 8 Gainsborough Rd.  
 Thousand Oaks, CA 91360

**Architects Proj. No.:** 14-40122  
**D.S.A. File No.:** N/A  
**D.S.A. App. No.:** N/A

**Attn:** Jorge Gutierrez

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

<b>ORIGINAL CONTRACT SUM</b> .....	\$ 368,900.00
<b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....	\$ 0.00
<b>ADJUSTED CONTRACT SUM</b> .....	\$ 368,900.00
<b>NET CHANGE -</b> .....	<b>\$ 9,997.13</b>
<b>Total Change Orders to Date:</b> .....	<b>\$ 9,997.13</b>
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....1</b> .....	<b>\$ 378,897.13</b>

<b>Commencement Date:</b> .....	06/26/14
<b>Original Completion Date:</b> .....	08/11/14
<b>Original Contract Time:</b> .....	45 days
<b>Time Extension for all Previous Change Orders:</b> .....	0 days
<b>Time Extension for this Change Order:</b> .....	0 days
<b>Adjusted Completion Date:</b> .....	8/11/14
<b>Percentage</b> .....	2.7%


Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Credit for using shorter length of underground plumbing than the original design at Sierra Linda Elementary School.			(\$1,375.00)	
2.	Add for floor sheating at (2) classrooms for floor finish due to the bad condition of the existing uneven subfloor at Emilie Ritche Elementary School.	\$2,864.70			
3.	Credit for using existing soil base instead of replacing with new at the ramp at Emilie Ritche Elementary School.	(\$1,584.41)			
4.	Add for 1 1/2" copper line since existing pipe was a smaller diameter than what was shown on the existing drawings so had to attach new plumbing to a line at a further location at Emilie Ritche Elementary School.	\$6,675.98			
5.	Add for rerouting existing elements such as the downspout and HVAC condenser line located on the exterior back wall of the portables due to how the (2) door openings and (2) ramps lined up in the field at Sierra Linda.			\$1,990.04	
6.	Add for electrical wiring (6) water heaters at Emilie Ritche Elementary School and Sierra Linda Elementary School.			\$4,205.82	
7.	Credit for deletion of ADA code verification and upgrade work at Bldg. 6 at Sierra Linda due to DSA revisions for DSA approval and reduction of overall change order amount.			(\$2,780.00)	
	<b>Totals:</b>	<b>\$7,956.27</b>	<b>\$0.00</b>	<b>\$2,040.86</b>	<b>\$0.00</b>

**Total Final Change Order No. 1 .....\$9,997.13**



\_\_\_\_\_  
\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

**APPROVAL (REQUIRED):**

ARCHITECT:   
MVE Institutional, Inc.

DATE: 9/9/14

CONTRACTOR: \_\_\_\_\_  
Ardalan Construction Co., Inc.

DATE: \_\_\_\_\_

Contractor signature above certifies the costs / credits and the total project compensation as shown on this Change Order are full and final compensation for the work performed and agreed to; no further compensation / costs shall be requested or made.

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

EXEC. DIR. OF FACILITIES: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL : \_\_\_\_\_

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL : \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Cesar Morales**      Date of Meeting: **10/1/14**

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

**Approval for DAIT Provider Services** **(Morales)**

**EXECUTIVE SUMMARY:**

The Oxnard School District is in search of a new District Assistance Intervention Team (DAIT) provider. The selected DAIT provider will assist the District with developing and implementing the Local Education Agency (LEA) Plan.

The three Providers being considered for selection include:

- West Ed
- VCOE (Ventura County of Education)
- Focus on Results

The selected provider will begin work in the 2014-15 school year.

**FISCAL IMPACT:**

General

**RECOMMENDATION:**

It is the recommendation of the District Superintendent that the Board of Trustees take action on selecting a DAIT Provider for services based on presentations and proposals received at the September 17, 2014 board meeting.

**ADDITIONAL MATERIAL(S):**

- West Ed – Scope of Services
- VCOE – Scope of Services
- Focus on Results – Scope of Services

Oxnard School District  
District Assistance and Intervention Team (DAIT)  
Services and Deliverables

**Coaching: Senior Leadership**

**Objectives**

- WestEd will provide one-on-one coaching support for district leadership to consider how their role supports effective implementation of the Local Educational Agency Plan (LEAP), and to review and analyze data to identify areas of celebration and any possible challenges.

**Deliverables**

- Facilitation of seven coaching sessions with up to eight senior leaders, focusing on:
  - Individual roles and deep reflection about the role of the individual in relation to the LEAP
  - Supporting a culture of improvement
  - Progress monitoring for all students, based on data, including but not limited to:
    - ELA/Math for ELs and SPED
    - Use of OARS/DIBELS data
    - Response to Instruction and Intervention
    - Impact of trainings provided
    - PLCs/collaboration structures
- Individual action planning, and progress monitoring
- LEAP and EL Master Plan alignment (over two visits)

**Days**

- Two WestEd staff members will meet with up to eight Oxnard senior level leaders on seven days.

**Cost:** \$43,400

**Coaching dates:** To be mutually agreed upon by the district and WestEd, with a goal of beginning in October 2014 and continuing through May 2015.

## LEAP Monitoring Group Sessions

### Objectives

- WestEd will communicate with the district about the makeup of the Monitoring Group.
- WestEd will consult with district leadership to ensure that appropriate data are collected and ready for review prior to each Monitoring Group session.
- WestEd will support the Monitoring Group in utilizing processes for identifying recommendations for schools based on data review.
- WestEd will assist the Monitoring Group with communication protocols to ensure stakeholders are aware of how the team makes its recommendations to further strengthen district programs.

### Deliverables

- Facilitation of three Monitoring Group sessions.

### Days

- Two WestEd staff members will facilitate Monitoring Group sessions on three days.

**Cost:** \$18,600

**LEAP Monitoring Group Session dates:** To be mutually agreed upon by the district and WestEd, with a goal of beginning in November 2014 and continuing through May 2015.

## Writing Support

### Objectives

WestEd will facilitate two days of support for the district's writing team, which includes:

- Providing the writing team with professional learning on best practices for writing highly successful plans.
- Providing individual writing team members with 1:1 support with the LEAP revision.

### Deliverables

- Facilitation of two days of support for the district writing team.

### Days

- Two WestEd staff members will facilitate writing sessions on two days.

**Cost:** \$12,400

**Writing Support Session dates:** To be mutually agreed upon by the district and WestEd, with a goal of beginning in late April 2015 and continuing through May 2015.

**Total Cost:** \$74,400

### WestEd Contact

Ishwara Ryar, Ed.D.  
Senior Manager  
(415) 302-1607  
iryar@wested.org

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Oxnard School District**  
**and**  
**Ventura County Office of Education**

This Memorandum of Understanding (MOU) is between the Oxnard School District (hereafter referred to as OSD) and the Ventura County Office of Education (hereafter referred to as VCOE).

***I. PURPOSE***

The purpose of this MOU is to establish a cooperative and beneficial working relationship between the Oxnard School District and the Ventura County Office of Education to identify coherence between all district plans and to provide technical assistance in the revision of the Local Educational Agency Plan (LEAP). This MOU sets forth the responsibilities of the district and the county office.

To ensure flexibility for the agencies under this agreement, it is agreed that the organizations may enter supplemental, agency-specific agreements that are in furtherance of and complementary to this agreement if needed.

***II. RESPONSIBILITIES OF THE COUNTY DISTRICT ASSISTANCE INTERVENTION TEAM***

Two Curriculum and Instruction (CI) staff will work with the school district to do the following:

1. Provide the OSD recommendations for the composition of the District Leadership Team (DLT) using members of the LCAP Advisory Committee where appropriate.
2. Provide the OSD with technical assistance to create a document that identifies coherence between the LCAP, LEAP, local District Goals, EL Master Plan and Technology Plan.
3. As requested and provided by the OSD, examine OSD's DAIT recommendations.
4. Consult with OSD leadership to ensure appropriate data are collected for review prior to each DLT meetings.
5. Provide two coaching sessions with senior district leadership to consider their roles in the two DLT meetings including specific progress monitoring data review.
6. Co-facilitate with OSD Superintendent two DLT meetings to review the coherence document described in Number 2, and revise the LEAP where appropriate.
7. Prepare a customized *End-of-Year Report* for CDE/ California Accountability and Improvement System (CAIS) submission based upon information provided to VCOE CI staff by OSD staff.

***III. RESPONSIBILITIES OF THE DISTRICT***

Work with DAIT provider to do the following:

1. Using the coherence document described in number 2 above, co-facilitate with VCOE DAIT Leads two District Leadership Team (DLT) meetings to revise the LEAP where appropriate.
2. Reallocate resources as needed to implement fully Corrective Action 6 and other recommendations made by the DAIT Provider.
3. Co-facilitate with DAIT Lead up to two District Leadership Team meetings to develop the OSD revised LEAP.
4. Provide dates to the DAIT Lead with the goal of beginning in November and completing the alignment process and document by May 2015, and the *End of Year Report* to the CDE by October 2015.
5. Communicate openly, systematically and in a timely manner with the DAIT Lead, local governing board and community.
6. Provide progress reports to governing board.
7. Make available all pertinent records and documents in a timely manner.

**IV. DURATION**

1. The term of this MOU will be twelve months, beginning October 2014, and extending until October 2015. At the end of the term of this MOU, the terms of renewal will be discussed unless either party desires that the MOU should not be renewed. In that case, that party shall forward a letter of non-renewal 30 days prior to the date of expiration to the other party.
2. This MOU may be terminated by either the district or COE at any time prior to the date of expiration if such a decision is reported to the other signatory by written notice six (6) months in advance.
3. During the time the MOU is in effect, the parties may amend the terms of the MOU to improve the effectiveness of the district implementation of Corrective Action 6 and the county technical assistance. The amendments shall be in writing.
4. Unless otherwise stipulated, any amendments to this MOU will take effect when signed by OSD and VCOE.

**V. FINANCIAL CONSIDERATIONS**

The amount of \$55,000 will be paid to the Ventura County Office of Education for technical assistance to create coherence between all district plans and the LEAP that supports the implementation of Corrective Action 6, to improve student achievement and to provide technical assistance.

**VI. ADMINISTRATION**

The OSD Superintendent, or designee, and VCOE Associate Superintendent, or designee, will have primary responsibility for coordinating the implementation of the terms of this Memorandum, and will serve as facilitators and points of contact. The MOU shall go in to immediate effect once the Memorandum is signed by district and county representatives.

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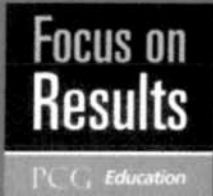
District Superintendent (or designee)

Date

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Associate Superintendent

Date



**Focus On Results** is committed to forming collaborative partnerships with school districts throughout North America intent on becoming student focused, well-managed, cost effective and results-driven. We provide executive coaching, training, facilitation, and support services to help district leadership staff become focused on improving teaching and learning. Our work has produced measurable, lasting improvements in student performance, school leadership, decision-making, and professional development for all our clients.

## FOR Services to Support Oxnard Elementary School District

\$75,000 will provide the resources necessary for compliance requirements.

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**However, to improve student learning results for Oxnard's children and to build the capacity of Oxnard leaders and meet compliance requirements:**

**\$130,000 will provide:**

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- 6 Onsite Professional Development Days for principals, key central office staff and Instructional Leadership Teams from schools

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- Onsite and Distance Coaching

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- Time for Compliance requirements

\*\*\* excluding travel costs

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BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 10-01-14

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

APPROVAL OF BOARD OF TRUSTEES/SUPERINTENDENT GOALS & OBJECTIVES

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The following Goals & Objectives represent a collaborative process which indicates specific areas of focus for the 2014-2015 and 2015-2016 school years.

Vision Statement

*“Empowering All Children to Achieve Excellence”*

Mission Statement

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

- Goal 1: Improve Communication With Community and Staff
- Goal 2: Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment
- Goal 3: Provide Friendly and Excellent Service to our Customers Throughout the District
- Goal 4: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Innovative Learning Environment That Promotes Self-Discipline, Motivation and Excellence in Learning
- Goal 5: Adopt and Implement a Comprehensive Facilities Program That Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites
- Goal 6: Develop the Annual Budget to Support the Educational Goals of the District

**FISCAL IMPACT: None**

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the revised Board of Trustees/Superintendent Goals & Objectives, as presented.

**ADDITIONAL MATERIAL:**

Power Point Presentation

**GOALS:** *All Goals Listed Above*



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501, Ext. 2032  
Office of the Superintendent

## Proposed Goals & Objectives 2014-15 School Year October 1, 2014

### **Vision Statement**

*"Empowering All Children to Achieve Excellence"*

### **Mission Statement**

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

### **DISTRICT GOAL ONE:**

*Improve Communication With Community and Staff*

### **DISTRICT GOAL TWO:**

*Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment*

### **DISTRICT GOAL THREE:**

*Provide Friendly and Excellent Service to our Customers Throughout the District*

### **DISTRICT GOAL FOUR:**

*All students will achieve high academic standards in a nurturing, creative and innovative learning environment that promotes self-discipline, motivation and excellence in learning*

### **DISTRICT GOAL FIVE:**

*Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites*

### **DISTRICT GOAL SIX:**

*Develop the Annual Budget to Support the Educational Goals of the District*



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501, Ext. 2030  
Office of the Superintendent

## District Vision, Mission and Goals & Objectives 2014-15 School Years October 1, 2014

### **Vision Statement**

*"Empowering All Children to Achieve Excellence"*

### **Mission Statement**

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

### **DISTRICT GOAL ONE:**

***Improve Communication With Community and Staff***

#### ➤ **Objectives:**

- 1.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 1.2 Disseminate current information related to school site accomplishments and programs.
- 1.3 Reformat the District's website to make it more accessible and user-friendly.
- 1.4 Develop quarterly Board/District newsletter highlighting District programs and achievements.
- 1.5 Rebrand the District to create an environment that is culturally nurturing to current and future employees.
- 1.6 Develop new programming to utilize O.P.I.E. to further strengthen and improve communication.

### **DISTRICT GOAL TWO:**

***Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment***

#### ➤ **Objectives:**

- 2.1 Address issues that impact distinct demographic groups and develop/implement programs to address the issues.
- 2.2 Apply principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student.
- 2.3 Strengthen our children and families' social and emotional well-being through community outreach and collaboration with community agencies.
- 2.4 Recruit potential employees from diverse ethnic and language groups to work at all levels within the District.
- 2.5 Frame all news about the District with the goal to provide culturally proficient customer service.
- 2.6 Develop a task force to establish an action plan for student behavior support that is student centered and culturally proficient.

**DISTRICT GOAL THREE:***Provide Friendly and Excellent Service to our Customers Throughout the District***➤ Objectives:**

- 3.1 Create a culture within the District where we only refer to others (students, parents, customers, employees and/or community members) in a positive and professional manner.
- 3.2 Develop surveys that assess the relationship between excellent customer services, academic excellence, and effective communication.
- 3.3 Develop template for parents, staff and community members to provide feedback on customer service provided District-wide.
- 3.4 Create an employee recognition and appreciation system for excellent customer services.
- 3.5 Review and update District policies on Professional Standards.

**DISTRICT GOAL FOUR:***All Students Will Achieve High Academic Standards in a Nurturing, Creative and Innovative Learning Environment that Promotes Self-Discipline, Motivation and Excellence in Learning***➤ Objectives:**

- 4.1 Improve the percent of all students scoring proficient or advanced on the California Assessment of Student Performance and Progress (CAASPP) in grades 3 through 8.
- 4.2 All K-5, K-8 and 6-8 schools will provide equitable access to a high quality, culturally competent, 21<sup>st</sup> Century education to all students.
- 4.3 All students will use digital media to guide inquiry and apply critical thinking skills to support achievement and attain proficiency or higher in all subjects.
- 4.4 Develop a collaborative relationship with the City of Oxnard and their affiliates related to academic, safety and welfare programs.
- 4.5 All transitional kindergarten through eighth grade students will have access to STEAM through the Common Core State Standards and the Next Generation Science Standards.
- 4.6 Evaluate and review English Learner Programs to ensure academic success of EL students.
- 4.7 Build sustainable partnership to increase professional learning opportunities resulting in increased student engagement.
- 4.8 Continue to strengthen partnership focused on student wellness with the purpose of increasing student achievement.
- 4.9 Continue to promote parent choice through choice of a K-8 and/or K-5, 6-8 structure so that their child will have an opportunity to learn in a school environment that meets their individual needs.

**DISTRICT GOAL FIVE:***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***➤ Objectives:**

- 5.1 Increase enrollment capacity over time to accommodate projected growth in grades K-8.
- 5.2 Improve District-wide wireless access at all schools sites.
- 5.3 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.

**DISTRICT GOAL FIVE:** *(continued)*

***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

➤ **Objectives:**

- 5.4.1 Adopt three tiers of alternate funding to maximize the facilities implementation program over time:
- **Basic Program:** rely on local funding only – remaining Developer Fees and Capital Program fund balances and Measure “R” proceeds - 2017
  - **Enhanced Program:** rely on the Basic Program, **plus** matching State Grants for Modernization (60/40) and New Construction (50/50) - 2027
  - **Extended Program:** rely on the Basic Program **plus** the Enhanced Program, **plus** State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction grants - 2027

**DISTRICT GOAL SIX:**

***Develop the Annual Budget to Support the Educational Goals of the District***

➤ **Objectives:**

- 6.1 Maintain fiscal solvency.
- 6.2 Adopt a positive budget certification.
- 6.3 File positive certified 1<sup>st</sup> and 2<sup>nd</sup> Interim Reports with the Ventura County Office of Education.
- 6.4 Identify the staffing, programs and materials needed to support District initiatives.
- 6.5 Identify short and long-term financial needs with the input of the Budget Advisory Committee (BAC).
- 6.6 Analyze and plan for the impact of STRS and PERS increases and on the District budget.
- 6.7 Analyze and plan for implementation of the Affordable Care Act and its possible impact on the District budget.

# OXNARD SCHOOL DISTRICT

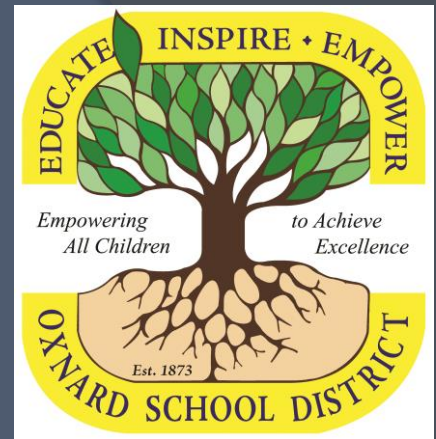
## Vision Statement



**“Empowering all Children  
to  
Achieve Excellence”**

October 1, 2014

# OXNARD SCHOOL DISTRICT Mission Statement



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

# District Goal One:

## Improve Communication With Community and Staff

### Objectives:

- 1.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 1.2 Disseminate current information related to school site accomplishments and programs.
- 1.3 Reformat the District's website to make it more accessible and user-friendly.
- 1.4 Develop quarterly Board/District newsletter highlighting District programs and achievements.
- 1.5 Rebrand the District to create an environment that is culturally nurturing to current and future employees.
- 1.6 Develop new programming to utilize O.P.I.E. to further strengthen and improve communication.



## **District Goal Two:**

### **Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment**

#### **Objectives:**

- 2.1 Address issues that impact distinct demographic groups and develop/implement programs to address the issues.
- 2.2 Apply principles of equal access and non-discriminatory practices by designing and implementing educational opportunities that are tailored to the unique needs of each student.
- 2.3 Strengthen our children and families' social and emotional well-being through community outreach and collaboration with community agencies.
- 2.4 Recruit potential employees from diverse ethnic and language groups to work at all levels within the District.
- 2.5 Frame all news about the District with the goal to provide culturally proficient customer service.
- 2.6 Develop a task force to establish an action plan for student behavior support that is student centered and culturally proficient.

# **District Goal Three:**

## **Provide Friendly and Excellent Service to Our Customers Throughout the District**

### **Objectives:**

- 3.1 Create a culture within the District where we only refer to others (students, parents, customers, employees and/or community members) in a positive and professional manner.
- 3.2 Develop surveys that assess the relationship between excellent customer services, academic excellence, and effective communication.
- 3.3 Develop template for parents, staff and community members to provide feedback on customer service provided District-wide.
- 3.4 Create an employee recognition and appreciation system for excellent customer services.
- 3.5 Review and update District policies on Professional Standards.

## **District Goal Four:**

### **All Students Will Achieve High Academic Standards in a Nurturing, Creative and Innovative Learning Environment That Promotes Self-Discipline, Motivation and Excellence in Learning**

- 4.1 Improve the percent of all students scoring proficient or advanced on the California Assessment of Student Performance and Progress (CAASPP) in grades 3 through 8.
- 4.2 All K-5, K-8 and 6-8 schools will provide equitable access to a high quality, culturally competent, 21<sup>st</sup> Century education to all students.
- 4.3 All students will use digital media to guide inquiry and apply critical thinking skills to support achievement and attain proficiency or higher in all subjects.
- 4.4 Develop a collaborative relationship with the City of Oxnard and their affiliates related to academic, safety and welfare programs.
- 4.5 All transitional kindergarten through eighth grade students will have access to STEAM through the Common Core State Standards and the Next Generation Science Standards.
- 4.6 Evaluate and review English Learner Programs to ensure academic success of EL students.
- 4.7 Build sustainable partnership to increase professional learning opportunities resulting in increased student engagement.
- 4.8 Continue to strengthen partnership focused on student wellness with the purpose of increasing student achievement.
- 4.9 Continue to promote parent choice through choice of a K-8 and/or K-5, 6-8 structure so that their child will have an opportunity to learn in a school environment that meets their individual needs.

## District Goal Five:

# Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

### Objectives:

- 5.1 Increase enrollment capacity over time to accommodate projected growth in grades K-8.
- 5.2 Improve District-wide wireless access at all schools sites.
- 5.3 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 5.4 Adopt three tiers of alternate funding to maximize the facilities implementation program over time
  - **Basic Program:** rely on local funding only – remaining Developer Fees and Capital Program fund balances and Measure “R” proceeds - 2017
  - **Enhanced Program:** rely on the Basic Program, **plus** matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
  - **Extended Program:** rely on the Basic Program **plus** the Enhanced Program, **plus** State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction grants – 2027

# **District Goal Six:**

## **Develop the Annual Budget to Support the Educational Goals of the District**

### **Objectives:**

- 6.1 Maintain fiscal solvency.
- 6.2 Adopt a positive budget certification.
- 6.3 File positive certified 1<sup>st</sup> and 2<sup>nd</sup> Interim Reports with the Ventura County Office of Education.
- 6.4 Identify the staffing, programs and materials needed to support District initiatives.
- 6.5 Identify short and long-term financial needs with the input of the Budget Advisory Committee (BAC).
- 6.6 Analyze and plan for the impact of STRS and PERS increases and on the District budget.
- 6.7 Analyze and plan for implementation of the Affordable Care Act and its possible impact on the District budget.



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2014

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	15	Regular Board Meeting (Note: only ONE meeting in January)
February	5	Regular Board Meeting
	19	Regular Board Meeting
March	5	Regular Board Meeting
	19	Regular Board Meeting
April	16	Regular Board Meeting (Note: only ONE meeting in April)
May	7	Regular Board Meeting
	21	Regular Board Meeting
June	4	Regular Board Meeting
	25	Regular Board Meeting
July	23	Regular Board Meeting (Note: only ONE meeting in July)
August	20	Regular Board Meeting (Note: only ONE meeting in August)
September	3	Regular Board Meeting
	17	Regular Board Meeting
October	1	Regular Board Meeting
	15	Regular Board Meeting
November	12	Regular Board Meeting (Note: only ONE meeting in November)
December	10	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

*NOTE: Changes are indicated in italics/bold.*

Board Approved: 12-11-13

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

## INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The **Constitution** of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The **Administrative Code, Title 5, Education**, which consists of rules adopted by the State Board of Education.

**Rules and Regulations** adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

*Board Meetings are video-taped and televised.*

### PROCEDUES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. **Written Communication.** Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. **Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda.** When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. **Agenda Items Requested by the Public.** The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for filling a complaint are available from the Superintendent's Office. It is recommended that a charge or complaint be directed to the person, school, or department most immediately involved with the problem. All efforts shall be made to reach a satisfactory conclusion on this level.

However, anyone may present to the Board of Trustees a charge or complaint against an identifiable employee or against a specific school or office in a public Board meeting where the basis for the charge or complaint arises out of the personal actions or omission of an identifiable employee.

The presentation of such charge or complaint shall be subject to the following procedures:

1. Any such charge or complaint shall be made in writing and shall be affirmed by the person or persons submitting it. The secretary to the Board will advise, if requested, as to the methods of affirming the truth of the charge or complaint.

2. No such charge or complaint may be orally presented in a meeting of the Board of Trustees or of any of its special committees except as in No. 3 below.

3. The signed, written statement of the charge or complaint shall be submitted to the secretary to the Board of Trustees, or to an appropriate committee as determined by the Board of Trustees in a closed session. The Board of Trustees, if it deems advisable, may allow the person affirming the truth of the statement to appear before the Board of Trustees, or its appropriate committee, in a closed session and to present orally the charge or complaint.

4. The Board of Trustees, or its appropriate committee, will review and, if necessary, investigate the charge or complaint, and will respond in writing to the person who has submitted the written statement.

5. In the event this procedure is not known or followed, the president of the Board of Trustees shall terminate the right of the speaker at the point the charge or use of the staff member's name is brought into the speaker's presentation in a public Board meeting, or at the first indication that the speaker intends to speak against a staff member in such a meeting. The speaker shall immediately be told the reason for terminating his right to speak, and shall be informed of the proper steps to follow in registering his complaint.

6. In the event that an individual registers a charge or complaint with a member of the Board of Trustees in person or by telephone, that Board member should refer the matter to the Superintendent for investigation. When anyone registers a charge or complaint with the Superintendent, he shall investigate that charge or complaint, and then shall report his findings to the complainant and/or Board member.

The Board of Trustees desires to support its staff against any or all charges, be they direct or indirect, made in public meeting of the Board before preliminary investigations have been made. According to the Ralph M. Brown Act, **Government Code** 54950-54960, it is stated that "Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, Employment, or dismissal of a public officer or employee or to hear complaints or charges brought against such officer or employee by another public officer, person or employee unless such officer or employee requests a public hearing. The legislative body also may exclude from any such public or private meeting, during the examination of a witness, any or all other witnesses, in the matter being investigated by the legislative body..."

The Board of Trustees realizes its function as a public agency and this policy and/or implementing rules are in no way intended to restrict the right of the public to be heard. This policy and its rules have been adopted to guarantee an orderly process wherein all parties are dealt with fairly and in accordance with due process.

Authority:

**California Education Code**

- 35145 —Public Meetings
- 35145.5—Agendas; Public Participation; Regulations
- 35146 —Closed Session

**California Government Code**

- 3543.2 —Scope of Representation
- 3549.1 —Proceedings Exempt from Public Meeting Provisions
- 11125.1 —Availability of Agendas, Documents Prior to Meeting; Closed Session Report of Action With Public Employee
- 11126 —Closed Session; Disciplinary Action; Notice of Public Hearing, Exclusion of Witnesses
- 11126.3 —Reasons for Closed Sessions
- 11128 —Time of Closed Session
- 54957 —Closed Session; "Employee" Defined: Exclusion of Witnesses
- 54957.1 —Subsequent Public Report and Roll Call Vote, Employee Matters in Closed Session
- 54957.2 —Closed Sessions; Clerk; Minute Book
- 54957.6 —Closed Session; Representative with Employee Organization
- 54957.7 —Reason for Closed Session

Oxnard School District

Board Bylaws Adopted: October 25, 1978

Revised April 22, 1981; April 30, 1984