

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Nancy Carroll
Interim Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #11
REGULAR BOARD MEETING
Wednesday, February 18, 2015
5:00 p.m. Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

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

Section A PRELIMINARY

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Mrs. Mary Arias Elisondo, Principal of Ramona School, will introduce Ericka Medina, 5th grader in Ms. Weilbacher's class, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by students from the Ramona School.

A.4 Presentation by Ramona Staff

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

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.6 Study Session – Report on K-5 Strand Schools (Carroll/Ramos/Breitenbach)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- Elm
- Marshall

A.7 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.8 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: two cases
 - Conference with Legal Counsel – Existing Litigation
2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consideration of Expelling Student(s) from the Oxnard School District

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

Section A
PRELIMINARY
(continued)

A.8 Closed Session (Continued)

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

3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP
Association(s): OEA, OSSA, CSEA;
and All Unrepresented Personnel - Administrators, Classified Management, Confidential

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

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

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

A.11 Approval of Minutes

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

- January 21, 2015, regular meeting

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section B HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

**Section C
CONSENT AGENDA**

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

C.1 Ratification of Agreements

<p>It is recommended that the Board ratify the following agreements:</p> <ul style="list-style-type: none"> ▪ Amendment #2 to Agreement #14-48 with Assistance League Non-Public School, to provide additional services for (2) preschool students, December 2014 through July 2015, including Extended School Year; original contract was \$61,740.00, Amendment #1 was for \$8,820.00, Amendment #2 is for \$11,760.00, for a total contract amount of \$82,320.00, to be paid with Special Education Funds; ▪ Amendment #3 to Agreement #14-50 with Ventura County Office of Education, for additional exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-15 school year; original contract was for \$380,894.23, Amendment #1 was for \$12,255.99, Amendment #2 was for \$6,142.50, Amendment #3 is for \$32,960.95, for a total contact amount of \$432,253.67, to be paid with Special Education Funds; ▪ #14-181 with Casa Pacifica Non-Public School, to provide services to Student JE1122705 for 2014-15 school year, beginning January 5, 2015, including Extended School Year; amount not to exceed \$22,204.00, to be paid with Special Education Funds; ▪ #14-182 with Casa Pacifica Non-Public School, to provide services to Student CN010103 for 2014-15 school year, beginning January 15, 2015, including Extended School Year; amount not to exceed \$20,748.00, to be paid with Special Education Funds; ▪ #14-193 with Kern County Superintendent of Schools, to provide consulting services with claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program for the 2014-15 school year; cost based on \$85.00 per participant – OSD will only be billed for actual participants after the fact. 	<p>Dept/School Carroll/ Phipps</p> <p>Carroll/ Phipps</p> <p>Carroll/ Phipps</p> <p>Carroll/ Phipps</p> <p>Carroll/ Phipps</p>
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C.2 Approval of Work Authorization Letter (WAL) #001 for CEQA Compliance Services at Project No. 5 – Elm Pursuant to Master Agreement #13-132 With Tetra Tech

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #001 for CEQA compliance services at Project No. 5 – Elm Elementary School per Master Agreement #13-132 with Tetra Tech; lump sum fixed fee of \$2,000.00, to be paid with Measure “R” Funds.</p>	<p>Dept/School Cline/ Gutierrez/ CFW</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.3 Approval of Work Authorization Letter (WAL) #001 for CEQA Consultant Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-133 with LSA Associates, Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #001 for CEQA services at proposed New Middle School Academy Site per Master Agreement #13-133 with LSA Associates, Inc., for the Preliminary Initial Study and Phase 1 Environmental Site Assessment; lump sum fixed fee of \$33,749.00, to be paid with Measure "R" Funds.	Dept/School Cline/ Gutierrez/ CFW
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C.4 Approval of Work Authorization Letter #002 for Surveying Services At The Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-126 with MNS Engineers, Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #002 for Surveying services at the Proposed New Middle School Academy Site per Master Agreement #13-126 with MNS Engineers, Inc., lump sum fixed fee of \$4,850.00, to be paid with Measure "R" Funds.	Dept/School Cline/ Gutierrez/ CFW
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C.5 Rejection of Liability Claim

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06753A1.	Dept/School Vaca/ Magaña
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C.6 Expenditure Transfer Report #14-06

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-06, as submitted.	Dept/School Cline/ Penanhoat
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C.7 Report on Bond Construction Budgets

Attached for the Board's information are the district's current Bond Budgets, as of Friday, February 6, 2015.	Dept/School Cline
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C.8 Enrollment Report

Attached for the Board's information is the district's enrollment report for the month of January 2015.	Dept/School Cline
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C.9 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.10 Personnel Actions

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

**Section D
ACTION ITEMS**

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

D.1 2015 CSBA Delegate Assembly Election (Dr. Morales)

It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for two representatives and have administration submit the official ballot on behalf of the Board of Trustees.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.2 Consideration and Ratification of Supplemental Work Authorization Letter #001S For Additional DSA Inspection Services (IOR), for Project No. 1 – Kindergarten and Science Reconfiguration Projects Pursuant to Master Agreement #13-130 with Nolte Vertical 5 (Cline/Gutierrez/CFW, Inc.)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify the Supplemental Work Authorization Letter No. 1 to Nolte Vertical 5 for Project No. 1 of the Oxnard Facilities Implementation Program in the amount of \$56,680.00, to be paid with Measure “R” Funds.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.3 Ratify Appointment of Board Representative to District Committee – English Learner Master Plan Advisory Committee (Dr. Morales)

It is recommended that the Board of Trustees appoint a Board Representative to the English Learner Master Plan Advisory Committee.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

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

E.1 Report on General Obligation Bond Refunding (Cline/CFW, Inc.)

The Board will receive an overview of the potential savings to be realized by a possible May 2015 refunding.

E.2 Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-2016 fiscal year.

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

Section F
BOARD POLICIES

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

No Board Policies will be discussed or studied at this meeting.

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 2/18/15

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

K-5 Strand Schools Report – Schools (Elm and Marshall)
(Carroll/Ramos/Brietenbach)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- Elm and Marshall Schools.

The Principals will share their strand focus as well as the hard work that their staff has implemented to further enhance learning, and ensure that children are excelling in a 21st-century learning environment

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services to receive the K-5 Strand Schools Report.

ADDITIONAL MATERIAL(S): Power Point presentation



K-5 Elementary Schools Academy Strand Focus

Board Presentation
February 2015





Elm Elementary School



*School of Environmental
Science, Life Science, and
Mathematics*



Vision: *At Elm through environmental science, life science, and mathematics, students will take risks to become life-long learners and positive contributors in their communities.*

Mission: *Developing Global Citizenship*

The Journey: How we began...

❖ Elm's Development of Environmental Strand Focus Process

1) Leadership Team

- Met over many sessions
- Looked at all 3 Middle School's Academies
- Science and Math tied to CCSS
- Integrated Units development must be a part of the core curriculum

2) Oxnard's Assets

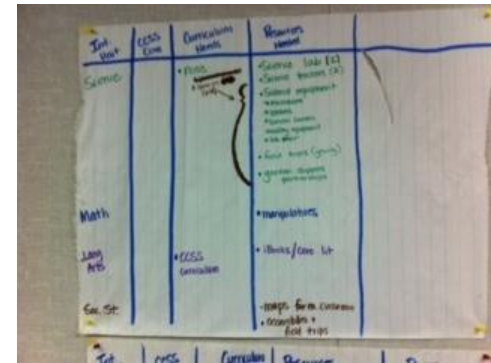
- Science supported our families and children's background
- Vast Farmlands
- Farmworkers
- Cesar Chavez
- The Channel Islands and Harbor
- Elm's trees

3) School-wide Meetings

- Choose final strand focus
- Integrated Units

4) Communication with Parents on Strand Chosen

- ELAC, SSC, Monthly Coffee with Mrs. Ramos
- EdConnects



Environmental Science + Core Curriculum = Integrated Unit

TK/K = Animals Live in Different Environments for Many Reasons

- Classflow on iPad to sort animals into categories
- Collection of screen shots on iPad of animals in their habitats
- Illustrated story report on an animal



1st Grade= Exploring Our World: Environment Influences my Life

- Formulating opinions and critiquing their neighborhoods, citing evidence, and drawing conclusions
- Compare locations and formulate opinions
- Books and iPads

2nd Grade= Natural habitats affect plant and animal life

- Cause and effect report on seasons and effect on leopards
- Books and iPads

3rd Grade= Conflict influences a person's decision about environment

- Writing of opinion pieces supporting a point of view
- Books and iPads



4th Grade= Amazing Stories: People must adapt to changes in life (resilience)

- Energy sources and effects
- Books and iPads

5th Grade= Environment creates change in groups of people

- Informational Text
- Showbie on iPads Presentation

After School Program

- School Garden



Action Plan

- Partnership with CLU
 - ❖ Teacher Candidates
 - ❖ Science Department
 - ❖ Professional Development
 - ❖ Courses
- Parent and Community Involvement
 - ELAC
 - PTA
 - SSC
 - Coffee with Mrs. Ramos
 - EdConnects
 - Website



Further Development

1) Create next integrated units incorporating ELD standards

2) Recycling Project

❖ **City of Oxnard**

✓ recycling bins in every classroom

❖ **Environmental Protection Agency**



3) Integration of Elm University into our strand focus

4) New School 2016-2017





Thurgood Marshall

Visual & Performing Arts School

*Vision is the art of seeing what is
invisible to others.*

- Jonathan Swift

Marshall Annual Plan

Presentation Expectations

Drama



Music



Dance



Month	Planning	Visual Arts	Drama, Choral Reading...	Music	Dance	Overall Goals for Students
October	1 on 1 meetings Strand vision	Note taking, opinion statements	2 nd Grade Practice	4/5 Music Ukulele Club Begins		Distinguishing and comparing artistic style
November	Scope for this school year	Expository, taking notes	2 nd Grade Musical Presentation	4/5 Music OMAG	TK-1 Dance & Sing	Historical Connections
December	Schedule events Assemblies, Guest Teachers	Continue within classrooms, Oxnard Scholars Winter mural	TK-3 Dramatic Roll Play	An Evening of Song	Dance Assembly Latin Dance & Roots	Ongoing connections to Common Core Standards
January			4 th Grade Musical and Reader's Theatre	Oxnard HS Winter Show		
February	Plan After School Music Club Identify Theme for Integrated Unit		5 th Grade Musical/Drama Parent Presentations As Planned	Discovering other cultures through Music	TK-5 Latin Dance Stepping & History	
March	Development of Integrated Unit	Field trips: Museums, Concerts	Classroom Choral Reading, Student Selections	5 th Grade Musical Show	Visiting Artist Instruction	Knowledge of greater world
April	Spring Fling Add to Integrated Unit Grade Level Expectations	Classrooms continue Artist in Classroom Art Show	School wide Spring Celebration: Music, Dance, Art, Writing	4 th Grade Musical Theatre K/1 Music OMAG	Field Trips	Cultural connections in the Arts
May	Reflect Assess progress	Compare/ Contrast	Poetry Reading Folktales Assembly	Hawaiian Assembly	5 th Gr Square Dancing	Stronger artistic expression
June	Schedule Plan for next year	Sum it up				Researched based strengths

Arts: Supporting the Common Core

- Researched-supported outcomes
- Understanding of culture, history, world
- Language development
- Confidence and enjoyment
- Problem solving, analysis, synthesis



Work in Progress:

- Articulation of goals TK/K-5
- Evaluation of participation
- Support of cultural awareness
- Music proficiency
- Parent participation and support
- Artistic connections
- Integrated units of study



Moving our Vision Forward

- Publicizing with parents
- Collaborating with the community
- Integrating Common Core concepts through visual arts, drama, music and dance
- Continue to develop grade level expectations for our Visual and Performing Arts strand



Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishment toward organizational objectives. It is the fuel that allows common people to attain uncommon results.



Thank You!

We look forward to providing future presentations and updates for our K-5 Elementary Schools' Academy Strand Focuses



Regular Board Meeting
January 21, 2015

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, January 21, 2015, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were Presiding President Albert Duff Sr. and Trustees Denis O'Leary, Ernie Mo Morrison and Debra M. Cordes. Trustee Veronica Robles-Solis was absent due to illness. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Dr. Jesus Vaca, and Interim Assistant Superintendent Dr. Nancy J. Carroll, and executive assistant Sylvia Carabajal.

ROLL CALL

Thomas Cabacungan and Isaac Vallejo, 4th graders in Ms. Solano's class and students at McAuliffe School lead the audience in the Pledge of Allegiance and song the National Anthem.

PLEDGE OF ALLEGIANCE

Alyssa Ruiz, 1st grader in Ms. Rodriguez' class at McAuliffe School read the District's Vision and Mission Statement in English and Spanish.

DISTRICT'S VISION AND MISSION STATEMENT

A.5 Changes to the Agenda were noted:

- Tabled Item A.12 Award Presentation to Frank, Fremont & Haydock Schools from Santa To The Sea to the February 4, 2015 board meeting at the request of the organization.

ADOPTION OF THE AGENDA

On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 3-1-1: three (3) Ayes: Trustees Morrison, Cordes and Duff, one (1) Nay: Trustee O'Leary and one (1) Absence: President Robles-Solis, the Board adopted the agenda, as amended.

Mr. Larry Ferchaw with Dolinka Group provided an overview on the California Voting Rights Act of 2001 (CVRA). He reported on the results of the Trustee Area Analysis district demographics analyzing elections from 2006 through 2012 and informed the Board that data on the 2014 election was not available. He shared the potential trustee area implementation process which would include nine steps and the soonest this could be implemented was the 2016 election.

STUDY SESSION THE CALIFORNIA VOTING RIGHTS ACT (CVRA) UPDATE

Trustee O'Leary stated he was concerned that the Board requested the firm develop demographic maps two years ago and the report being presented tonight was the same report presented two years ago. He would like to see what the vote was and the meaning of the votes and move towards a By-Trustee area method of election. Trustee Morrison cautioned what the Board was saying to the voters and how would they justify going towards the CVRA, right now all of the candidates answer to all of the district voters.

Ms. Nitasha Sawhney, district legal counsel with GHSB, LLP shared the process the Board had previously taken and reported this evening was to focus on if the Board Members wanted to move forward with this process.

Ms. Nadia Bermudez with GHSB, LLP provided a brief report on the next steps the Board could take to convert to “By-Trustee” area district which would include the Board passing a resolution initiating the process for change to By-District elections. She also reported that the Board could also seek an alternative waiver from the California Department of Education, which had the power to waive the requirements that the proposal be placed on the ballot.

Following discussion, Trustees O’Leary and Cordes requested this item be agenized for discussion and consideration.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION January 21, 2015:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION – two cases
- EXISTING LITIGATION

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

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:21 p.m. until approximately 7:06 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

Presiding President Duff reported the Board would be returning to closed session after the regular meeting to complete the items on the closed session agenda.

REPORT ON CLOSED
SESSION

A.11 On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 4-0-1, Trustee Robles-Solis was absent due to illness; the Board of Trustees approved the following minutes:

APPROVAL OF
MINUTES
(Motion #14-87)

- November 12, 2014, regular meeting
- December 10, 2014, regular meeting

Tabled to the February 4, 2015 board meeting at the request of the organization.

AWARD
PRESENTATION TO
FRANK, FREMONT &
HAYDOCK FROM
SANTA TO THE SEA
ORGANIZATION

B.1 Presiding President Duff read the Rules For Individual Presentations in English and Presiding Clerk Cordes read the Spanish version.

RULES FOR PRESENTATIONS

The following individuals address the Board of Trustees:

PUBLIC COMMENT

- David Valenzuela, regarding Action Item D.5 regarding Harrington School and the use of a PLA for the project and putting local people to work on the projects in the district;
- Jose Garcia, use of a PLA for projects and an apprenticeship program on future projects, putting local people to work on projects in the district.

The following items on the consent agenda were approved on motion by Trustee Morrison, seconded by Trustee Cordes, and carried on a roll call vote of 4-0-1, Trustee Robles-Solis was absent; as amended.

CONSENT AGENDA (Motion #14-88)

C.1 Approved the following agreements:

(Agreements)

- Amendment #1 to Agreement #13-158 with Sandy Point Ink, LLC, to provide additional services which include working on and expediting the federal mandated community and parent outreach and dissemination of the MSAP Grant program; original amount was for \$175,000.00, amendment #1 is for \$10,000.00, for a total amount of \$185,000.00, to be paid with MSAP Grant Funds;
- Amendment #1 to Agreement #14-89 with California Department of Education – Child Development Division Contract #CSPP-4629 to operate State Preschool programs, CDE issued Amendment #1 increasing the Standard Reimbursement Rate by five percent (5%) which amends the Maximum Reimbursable Amount to \$1,185,667.00 and enrollment days to 32,844 (FTE rate); Amendment #1 is for \$102,700.00 of additional funding to operate State Preschool Programs for a total contract amount of \$1,185,667.00;
- #14-176 with Buck Institute for Education, to provide follow-up training and support the implementation of Project Based Learning with the STEAM Academy Programs; amount not to exceed \$12,000.00, to be paid with MSAP Grant Funds;
- #14-177 with Students for Eco Education & Agriculture (SEEAG), to offer classroom presentations that teach the foundation of agriculture and food literacy to students and teachers; at no cost to the District;
- #14-178 with MOUSE Squad, to provide online curriculum program that aligns with state curriculum and national technology standards at Curren and Harrington Schools, January 22, 2015 through December 31, 2015; amount not to exceed \$3,500.00, to be paid with ASES Grant Funds;
- #14-179 with El Centrito Family Learning Centers, to provide a limited term (6-8 weeks) Kindergarten program for students at Driffill School; at no cost to the District;
- #14-184 with California Lutheran University, to form a Professional Development School partnership between Elm Elementary and CLU’s Graduate School of Education for the academic and clinical preparation of teacher candidates at various levels of pre-service preparation; January 22, 2015 through July 30, 2016; at no cost to the District;
- #14-185 with Azusa Pacific University, to provide educational fieldwork experiences as may be called for in the requirements of the various authorized credentials for public school service, January 22, 2015 through June 30, 2019; at no cost to the District;

- #14-186 with University of La Verne, to provide fieldwork experiences to students enrolled in initial teaching and services credential undergraduate and graduate programs; at no cost to the District.

C.2 Ratified the following agreements:

- 14-183 with E.J. Harrison & Sons Inc., to provide Districtwide Trash Pickup Services, for the fourth year of this service, for the period of December 1, 2014 through November 30, 2015; amount not to exceed \$166,200.91, to be paid with General Funds.

(Ratification of Agreements)

C.3 Appointed Mr. Crittenden Ward as the Community-At-Large representative on the Measure R Bond Oversight Committee.

(Appointment of Representative To Fill Vacancy – Measure R Bond Oversight Committee)

C.4 Declared the Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

(Certification of Signatures)

C.5 Approved and adopted Resolution #14-18 authorizing Cooperative Purchasing with National Association of State Procurement Officials Cooperative Purchasing Program, and Participation in the Western States Contracting Alliance (WSCA) Contracts, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget.

(Resolution #14-18, Authorizing Cooperative Purchasing with the National Association of State Procurement Officials and Participation in Western States Contracting Alliance (WSCA) Contracts)

C.6 Approved and adopted Resolution #14-19, authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement, and Participation in the California Multiple Award Schedule (CMAS) Contracts, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget.

(Resolution #14-19, Authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement and Participation In California Multiple Award Schedule (CMAS) Contracts)

C.7 Approved and adopted Resolution #14-20, authorizing Cooperative Purchasing with the Monterey County Office of Education, under the CalSAVE Program, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget.

(Resolution #14-20, Authorizing Cooperative Purchasing with the Monterey County Office of Education and Participation in the CalSAVE Program)

- C.8 Approve and adopted Resolution #14-21, authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA), and participation in the NJPA Purchasing Program, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget. (Resolution #14-21, Authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA) and Participation in the NJPA Purchasing Program)
- C.9 Approved the request to apply for a gardening grant offered by a local donor through District 12 PTA. (Permission To Apply For Garden Grant)
- C.10 Approved request for Esther Vargas and Veronica Barraza, 5th grade teachers; to attend the Nature Bridge Organization at Olympic National Park in Washington State, from March 13-15, 2015; amount not to exceed a total of \$680.00. The cost breakdown is \$140.00 for the registration fee of each teacher and \$400.00 to cover the substitute cost of each teacher on Friday, March 13, 2015. Each teacher will be responsible to cover their own costs of travel, lodging and meals. (Request For Approval For Out-of-State Conference Attendance – LLC Digital Conference)
- C.11 Approved the employment contract between the Board of Trustees and Dr. Nancy J. Carroll for the position of Interim Assistant Superintendent, Educational Services, CAO and execute said contract. (Approval of Contract with Interim Assistant Superintendent, Educational Services, CAO)
- C.12 Received the information on the district's current Bond Budget Report, as of Friday, January 9, 2015. (Report on 2006 Bond Construction Budget)
- C.13 Approved the Expenditure Transfer Report #14-05, as submitted. (Expenditure Transfer Report #14-05)
- C.14 Received the information on the District's Enrollment Reports for November and December 2014. (Enrollment Reports)
- C.15 Authorized Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the new Harrington School Project. (Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access – New Harrington School Project)
- C.16 Authorized Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the new Harrington Preschool Project. (Declaration of Restrictive covenant for Storm Water Quality Control Measures, Maintenance and Access – New Harrington Preschool Project)

- C.17 Approved the Quarterly Report on Williams Uniform Complaints, second quarter, as presented. (Approval of the Quarterly Report on Williams Uniform Complaint, 2nd Quarter)
- C.18 Agreed to reject York Claim #VCBA06819A1. (Rejection of Liability Claim #VCBA06819A1)
- C.19 Agreed to reject York Claim #VCBA06797A1. (Rejection of Liability Claim #VCBA06797A1)
- C.20 Agreed to reject York Claim #VCBA06778A1. (Rejection of Liability Claim #VCBA06778A1)
- C.21 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)
- Established:
- A five hour and forty five minute, 183 day Paraeducator II, position number 6773, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
 - A five hour and forty five minute, 183 day Paraeducator II, position number 6767, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- Increased:
- A five hour, 183 day Paraeducator III, position number 2195, 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 hour, 183 day Paraeducator III, position number 1289, 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 hour, 183 day Paraeducator III, position number 2105, 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 hour, 183 day Paraeducator III, position number 2948, 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 hour, 183 day Paraeducator III, position number 1953, 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 hour, 183 day Paraeducator II, position number 1423, 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 hour, 183 day Paraeducator II, position number 2952, 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 hour, 183 day Paraeducator II, position number 2663, 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 Paraeducator II's-\$59,587 Special Ed
Cost for Paraeducator III's - \$5,400 Special Ed
Cost for Paraeducator II's - \$3,039 Special Ed

C.22 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Alma Cherniss	K Support, Marina West/Ritchen	January 20, 2015
Pamela O. Cwiklo	Assistant Principal, Soria	January 5, 2015
Gilbert Elizarraraz	Assistant Principal, Driffill	January 26, 2015
Esther Villegas	Assistant Principal, Curren	January 20, 2015
Dawn Wilson	Resource Specialist, Frank/Haydock	January 12, 2015
Anil Batra	Substitute Teacher	2014/2015 School Year
Rebecca Braziel	Substitute Teacher	2014/2015 School Year
Eric Diaz	Substitute Teacher	2014/2015 School Year
Michele Frayer	Substitute Teacher	2014/2015 School Year
Rachel Haverstock	Substitute Teacher	2014/2015 School Year
Susan Martin	Substitute Teacher	2014/2015 School Year
<u>Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)</u>		
Vivian Donner	Soria	January 12, 2015
Tracy Gordon	Sierra Linda	November 5, 2014
Lynne Haavaldsen	Kamala	December 15, 2014
Maria Kirk	Kamala	December 4, 2014
Joseph Litchfield	Lemonwood	January 13, 2015
Janice Magson	Elm	January 12, 2015
Susan A. Nemets	Ritchen	January 12, 2015
Andrew Nourok	Ramona	January 12, 2015
June Palazzo	Ramona	January 12, 2015
Lori Rogers	Marina West	January 12, 2015
Beatrice Rouse	Ramona	January 12, 2015
Karen Sanchez	Kamala	January 12, 2015
<u>Promotion</u>		
Greta Culty	Assistant Principal, Kamala	January 22, 2015
<u>Retirement</u>		
Sandra G. Burris	Teacher, K SEI/ELM, Sierra Linda	February 1, 2015
<u>Resignation</u>		
Catherine Kawaguchi	Assistant Superintendent, Educational Services	December 31, 2014

TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44258.9 (a)
2014/2015

Pursuant to Education code 44258.9 (a) and SB435, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 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>
Larry Brandenburg	Physical Education / Haydock
Michele Frayer	Science / Chavez

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Alvarez, Katy	Child Nutrition Worker, Position #2133 Curren 5.0 hrs./185 days	12/08/2014
Diaz, Cesar	Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	12/22/2014
Flores, Janet R.	Paraeducator I (B), Position #2243 Frank 3.0 hrs./183 days	12/16/2014
Galvan, Yanixsa M.	Preschool Assistant (B), Position #2578 Driffill 3.0 hrs./183 days	12/15/2014
Hurtado Alamilla, Ana	Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./185 days	01/12/2015
Macias, Melissa	Paraeducator I (B), Position #2697 English Learner Services 5.5 hrs./183 days	12/15/2014
Munoz, Ivana M.	Paraeducator III, Position #5608 Pupil Services 5.75 hrs./183 days	01/12/2015
Oropeza, Rupert	Paraeducator III, Position #2362 Pupil Services 5.75 hrs./183 days	12/08/2014
Pelayo, Adriana	Office Assistant II (B), Position #5998 Pupil Services 5.0 hrs./246 days	01/09/2015
Ramirez, Rocio	Office Assistant II (B), Position #2909 NFL 4.0 hrs./203 days	01/09/2015

Reyes, Desiree M.	Paraeducator III, Position #6732 Pupil Services 5.75 hrs./183 days	01/12/2015
Sanchez, Analuisa	Office Assistant II (B), Position #5424 Driffill 4.0 hrs./192 days	12/01/2014
Silva, Yanet	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	01/12/2015
Solorio, Jenifer L.	Paraeducator III, Position #6737 Pupil Services 5.75 hrs./183 days	12/15/2014
Villarreal, Saul A.	Paraeducator II, Position #6735 Pupil Services 5.75 hrs./183 days	12/16/2014
Zamarripa, Jovana	Paraeducator II (B), Position #6519 Pupil Services 5.75 hrs./183 days	01/12/2015

Exempt

Patterson Page, Shantara	AVID Tutor	12/02/2014
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Limited Term

Alfaro, Coraima	Paraeducator	01/12/2015
Amador, Paolo Ricardo	Paraeducator	12/01/2014
Arriaga, Azaria	Clerical	12/01/2014
Cameron, Rosa M.	Paraeducator	12/18/2014
Capulong, Gilbert	Paraeducator	12/16/2014
Delgado, Daniela T.	Paraeducator	01/12/2015
Flores, Marcella C.	Clerical	12/17/2014
Galvan, Yanixsa	Paraeducator	12/08/2014
Gonzales, Andrew	Child Nutrition Worker	12/17/2014
Gonzalez Rojas, Victoria	Clerical	12/08/2014
Hull, Felipe G.	Paraeducator	01/12/2015
Jasso, Judy E.	Paraeducator	12/15/2014
Minkler, Lisa J.	Paraeducator	12/04/2014
Ramirez, James	Custodian	01/12/2015
Ramirez, Olivia	Paraeducator	12/01/2014
Sanchez, Briana	Child Nutrition Worker	01/06/2015
Silva, Yanet	Paraeducator	12/01/2014
Tolman, Shirley A.	Outreach Specialist	12/16/2014
Varela, Esteban C.	Child Nutrition Worker	12/08/2014
Vega, Sofia E.	Paraeducator	12/05/2014
Yhuit-Juarez, Jade	Clerical	12/17/2014
Zamarripa, Jovana	Clerical	12/01/2014

Promotion

Garcia, Ivon	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days Paraeducator III, Position #2683 Pupil Services 5.5 hrs./183 days	01/12/2015
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Moreno, Reyna	Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days Paraeducator III, Position #1079 Pupil Services 5.5 hrs./183 days	01/12/2015
<u>Transfer</u>		
Coke, Veronica	Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days Child Nutrition Worker, Position #2214 Fremont 5.0 hrs./185 days	12/01/2014
Ludy, Lamar	Paraeducator II, Position #1199 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #46 Pupil Services 5.5 hrs./183 days	12/01/2014
Giles, Araceli	Preschool Assistant (B), Position #2578 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	01/01/2015
Gomez, Manuela	Paraeducator II (B), Position #6717 Pupil Services 5.75 hrs./183 days Instructional Assistant SDC (B), Position #1289 Pupil Services 5.0 hrs./183 days	01/12/2015
Ruiz Navarette, Yesenia	Child Nutrition Worker, Position #6678 Haydock 5.0 hrs./185 days Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days	12/01/2014
<u>Unpaid Leave of Absence</u>		
Carmikle, Kyle	Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days	01/12/2015- 03/16/2015
<u>FMLA</u>		
Casas, Rocio	Office Assistant/Switchboard, Position #482 Superintendent's Office 8.0 hrs./246 days	12/11/2014- 03/04/2015
<u>Released During Probation</u>		
1175	School Office Manager (B), Position #2389 Soria 8.0 hrs./215 days Intermediate School Secretary (B), Position #6707 Curren 8.0 hrs./192 days	11/24/2014
<u>Resignation</u>		
Aguilar, Jose	Child Nutrition Worker, Position #2853 Sierra Linda 5.0 hrs./185 days	01/16/2015
Farrell, Patricia	Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days	11/24/2014
<u>Retirement</u>		
Veloz, Rosario E.	Paraeducator II (B), Position #6580 Pupil Services 5.75 hrs./183 days	09/11/1978- 01/31/2015

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services informed the Board that there was one minor revision on page 50 of the report and introduced Mr. Jeff Nigro, Managing Partner of Nigro & Nigro, PC, who presented the 2013-2014 audit highlights for the Oxnard School District Audit Report, June 30, 2014.

OSD AUDIT REPORT,
JUNE 30, 2014

Following discussion, on motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 4-0, Trustee Robles-Solis was absent; the Board of Trustees accepted the Oxnard School District Audit Report, June 30, 2014.

(Motion #14-89)

D.2 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0, Trustee Robles-Solis was absent; the Board of Trustees approved Agreement #14-180 with Cummings Construction Management Inc., to provide Proposition 39 Energy Conservation and Energy Efficiency Services, January 22, 2015 through December 1, 2015; amount not to exceed \$201,133.00, to be paid with Proposition Funds.

APPROVAL OF
AGREEMENT #14-180
WITH CUMMING
CONSTRUCTION
MANAGEMENT INC.
FOR PROPOSITION 39
ENERGY
CONSERVATION AND
ENERGY EFFICIENCY
SERVICES

(Motion #14-90)

D.3 On motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 4-0, Trustee Robles-Solis was absent; the Board of Trustees accepted and adopted the Fourth Semi-Annual Facilities Implementation Program Update, presented by Caldwell Flores Winters, Inc. at the December 10, 2014 regular board meeting.

CONSIDERATION OF
ACCEPTANCE BY THE
OXNARD SCHOOL
DISTRICT BOARD OF
TRUSTEES OF THE
FOURTH SEMI-ANNUAL
FACILITIES
IMPLEMENTATION
PROGRAM UPDATE

(Motion #14-91)

D.4 Mr. Jeremy Cogan with Caldwell Flores Winters, Inc. provided an overview of the Lemonwood K-8 Reconstruction Project which included a budget cost estimate which had been in line with the original cost estimate and on track for what was budgeted to the project.

CONSIDERATION AND
APPROVAL OF
RESOLUTION #14-22 OF
THE BOARD OF TRUSTEES
OF THE OXNARD SCHOOL
DISTRICT APPROVING
THE FINAL
ARCHITECTURAL
DRAWINGS FOR PROJECT
NO. 3: LEMONWOOD K-8
CONSTRUCTION,
AUTHORIZING THE
DISTRICT TO SUBMIT THE
DRAWINGS TO THE
DIVISION OF THE STATE
ARCHITECT FOR REVIEW
AND APPROVAL OF THE
MODIFIED PROJECT
SCHEDULE

(Motion #14-92)

Reviewed the timeline which was modified as a result of the Governor’s failure to place a state bond measure on the November 2014 Election to fund the State School Facilities Program. Explained the reason for submitting an architectural plan to the State Department now would place the project in line to move forward should the opportunity of funds arise to start the project earlier.

Following discussion, on motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 4-0, Trustee Robles-Solis was absent; the Board of Trustees adopted Resolution #14-22 of the Board of Trustees of the Oxnard School District Approving the final architectural drawings for Project No. 3: Lemonwood K-8 Reconstruction; and authorized the district to submit the drawings to the Division of State Architect for review and approval of the modified project schedule.

D.5 Mr. Jeremy Cogan with Caldwell Flores Winters, Inc. provided a brief summary on the resolution to release Seward L. Schreder Construction. Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 3-1-1: the Aye votes were Trustees Morrison, Cordes and Duff, the Nay vote was Trustee O’Leary, and Trustee Robles-Solis was absent due to illness; the Board of Trustees adopted Resolution #14-23 releasing Seward L. Schreder Construction Inc., of certain obligations under Agreement #13-155 and entering into Agreement #14-166 for Preconstruction Services with Swinerton Builders to provide Preconstruction Services related to the outstanding work on Project No. 5: Elm Reconstruction of Measure “R” Program and Oxnard Facilities Program.

CONSIDERATION AND APPROVAL OF RESOLUTION NO. 14-23 RELEASING SEWARD L. SCHREDER CONSTRUCTION INC., OF CERTAIN OBLIGATIONS UNDER AGREEMENT #13-155 AND APPROVAL OF AGREEMENT #14-166 WITH SWINERTON BUILDERS FOR PRECONSTRUCTION SERVICES RELATED TO THE DESIGN AND RECONSTRUCTION OF PROJECT NO. 5: ELM ELEMENTARY SCHOOL (Motion #14-93)

D.6 Dr. Cesar Morales, District Superintendent reported that CSBA recommended that Boards adopt the resolution calling for the repeal of the school district reserve cap that was included in the SB 858 from last year.

CONSIDERATION AND ADOPTION OF RESOLUTION #14-24 ON LOCAL RESERVES CAP SB 858, SECTION 27/CALIFORNIA EDUCATION CODE 42127.01 (Motion #14-94)

On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 4-0, Trustee Robles-Solis was absent; the Board of Trustees considered and adopted Resolution #14-24 On Local Reserves Cap SB 858, Section 27/California Education Code 42127.01.

E.1 Dr. Nancy Carroll, Interim Assistant Superintendent, Educational Services introduced Ms. Mary Curtis, Director of Curriculum, Instruction and Accountability. Ms. Curtis reported on the process being used to recommend the pilot mathematics materials which included the selections of a Textbook and Piloting Committees of teachers in Grades TK-5th and 6th-8th, the proposed timeline, criteria used in the selection materials, and the publishers that were considered. She reported the material would be available for community members and staff to review March 2nd through April 15th; the Selection Committee would be presenting a study session at the March 18, 2015 board meeting, and finally providing a recommendation to the Board at the April 15, 2015 board meeting. Following discussion the Board thanked Ms. Curtis for the report.

UPDATE MATH ADOPTION

Trustee O’Leary departed at 8:19 p.m. due to illness.

(Trustee Departure)

E.2 Ms. Amelia Sugden, Principal of Harrington School reported their stands were "The Arts and Environmental Science" and distributed an information sheet on her presentation. The presentation included what was currently happening throughout the school according to grade level in both strands. The goal in developing The Arts and Environmental Science strands is to capture every student’s imagination and support them to achieve through artistic expression and scientific enquiry.

REPORT ON K-5 STRAND SCHOOLS HARRINGTON SCHOOL

Mrs. Anna Thomas, Principal of Marina West School stated they were the Home of the Sharks and School of Environmental Science and Creative Arts due to the fact that most students would be continuing their studies at Haydock Academy. The presentation included integrated units in science and arts, parent and community involvement which included a monthly newsletter which she provided a copy to Board Members. She shared their further development plan which included continued collaboration, professional development, development of additional integrated units, and continued integration of core curriculum and expansion of the school garden.

MARINA WEST
SCHOOL

Mrs. Mary Elizondo, Principal of Ramona School thanked the Board for the opportunity to share what is going on at Ramona Elementary who chose "School of Environmental Science" as their strand. Staff reviewed 20 programs before deciding on environmental science due to the fact that staff is preparing students for higher education and future jobs. She shared the 2014-15 plans which included exploration for TK through 2nd grade and investigation for 3rd through 5th grade; World Oceans Days, field trips, Jr. Science Club and parent engagement.

RAMONA SCHOOL

E.3 Mr. Jeremy Cogan with Caldwell Flores Winters, Inc. provided a summary of Project No. 1 – Kindergarten and Science Reconfigurations projects at Brekke, McAuliffe and Ritchen Elementary schools, Chavez, Curren and Kamala K-8 schools, and Fremont & Haydock 6-8 Middle schools.

REPORT ON CLOSE-
OUT OF PROJECT NO.
1: KINDERGARTEN &
SCIENCE
RECONFIGURATION
PROJECTS

Mr. Yuri Calderon with CFW, Inc. reported that 22 classrooms were fully functional and were opened on the first day of school for 2014-15; and six of eight school sites were administratively closed out. Stated that Ritchen was left open and would report on that later in the evening. There were some unforeseen circumstances at Fremont, Ritchen, McAuliffe and Haydock that accounted for additional work. A request for a budget adjustment of an additional \$150,000.00 which would adequately cover all hard and soft costs associated with the completion of the project including CFW costs. Trustee Cordes questioned if all of the \$150,000.00 would be needed and Mr. Calderon's response was they were still working on the close out project costs and should have a final number in a few weeks.

E.4 Mr. Yuri Calderon with CFW, Inc. provided history on the project and explained that due to a delay at the Department of State Architect the completion of the project would be scheduled for the summer of 2015.

PRESENTATION ON
PROJECT NO. 6:
MODIFICATIONS TO
SDC ROOM AT
RITCHEN SCHOOL
AND PROPOSED
METHOD OF
DELIVERY

F.1 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 3-0, Trustees O’Leary and Robles-Solis were absent due to illness; the Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a second reading and adopted, as presented:

SECOND READING OF
POLICIES,
REGULATIONS AND
BYLAWS

Revision of AR 5145.3	Student NONDISCRIMINATION/ HARASSMENT	Vaca
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(Motion #14-95)

Dr. Cesar Morales:

SUPERINTENDENT
ANNOUNCEMENTS

- Stated he was proud of all the hard work that was going on at the schools sites and the good news being received by the community. He reported the two sessions for 5th Grade Open Enrollment which were held on January 15th and 20th at the Performing Art Civic Center were well attended by parents. The teachers, students and staff from Haydock, Fremont and Frank did an exceptional job representing the academies.
- Reported great work is being done at the K-8 academies as they continue to implement the DLI program and fortifying their secondary program by adding 7th and 8th grade to their school sites.
- Reported tonight three more schools showcased their Academy Strands which showed the commitment of our teachers and staff doing a great job for our students. “Kudos to all of our teaching staff for making this a reality for our students”.
- Stated because of all the good work going on in the Oxnard School District he received two calls from other districts wanting to visit. He also received a call from “The Larry King” show producers requesting a meeting on a national show of great education programs across the nation and OSD was identified.
- Reported this January Governor Brown presented his proposed 2015-16 State Budget and LAO will come out with the May Revision. The Budget shows extreme favoritism to K-12 education. Dr. Morales distributed “The Governor’s Proposals for 2015-16 State Budget and K-12 Education” handout which was received at the SSC Workshop which was attended by Ms. Lisa Cline, Dr. Jesus Vaca and Ms. Janet Penanhoat.
- Reported that on February 11, 2015 the State of the District Address will be held at the Performing Arts Civic Center in English at 5:30 p.m. and Spanish at 7:00 p.m. the address will feature the Governor’s budget and the OSD LCAP process.
- He formally welcomed Dr. Nancy J. Carroll as the Interim Assistant Superintendent of Educational Services.

Mr. Ernie Mo Morrison:

TRUSTEES
ANNOUNCEMENTS

- Wished everyone a Happy New Year.
- Reported he participated in the Martin Luther King Jr. march on Monday which was very well attended and the keynote speaker was excellent. He also requested a get well card be sent to Mr. Bedford Pinkard who had an accident earlier and was unable to participate in the event.
- Requested a note/memorandum from Dr. Morales or Dr. Vaca on how the new administrators and counselors are doing – staffing report on impact of additional staff.

Mrs. Debra M. Cordes:

- Thanked the district for giving her the opportunity to attend the CSBA Conference in San Francisco.
- Reported she attended the Governance Training on the Brown Act at the VCOE on Saturday.
- Reported she also participated in the Martin Luther King Jr. march which had a great turnout probably the most in a few years.
- Stated she attended last night's 5th Grade Academy Open Enrollment for 6th Grader in 2015-2016, reported the session was very informative and great PR work by the teachers, students and principals in providing information to the parents that participated and where they are going to send their child.
- Reported today she visited Haydock School to look at the science classroom because she knew there was going to be discussion at tonight's board meeting. She was pleased with the furnishings and the capability to arrange in many different settings.
- She also visited Harrington School and reported it is really going to be a nice facility and this is wonderful but most important is what is going on in the classrooms, are the students reading at grade level, she will constantly remind the Board and administration the reason why we are here is to educate students and what the data looks like.
- Reminder that AMAE is having a presentation on January 31, 2015 on identifying school policies and supporting the Mixteco students in Ventura County, Presenter from UCLA, 9:00 a.m. to 2:00 p.m. contact Cynthia Garcia-Doane or amae@gmail.com if you are interested.
- Congratulated Trustee Veronica Robles-Solis for the new addition to her family and hoped she was doing well.

Mr. Albert "Al" Duff Sr.:

- Reported he also participated in the Martin Luther King Jr. march which began at 8:30 a.m. at the Plaza Park, great crowd and event went on until 12:00 noon. Very good program.
- Reported he visited Ritchen School and visited classrooms and walked the campus with Principal Bertha Anguiano.
- Visited Harrington School to check on construction and it is moving fast, they are working on the three-story building, pouring cement, it looks very good.

Trustees reconvened to closed session at 10:00 p.m. until approximately 11:33 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

Presiding President Duff reported the Board took the following action in closed session:

REPORT ON CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 3-0-2; Trustees O'Leary and Robles-Solis were absent due to illness; the Board of Trustees approved the suspended expulsion with a reconsideration of placement in student matter #14-07.

(Motion #14-96)

There being no further business, on motion by Trustee Morrison,
seconded by Trustee Cordes, Presiding President Duff adjourned the meeting at
11:35 p.m.

ADJOURNMENT

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

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
January 21, 2015; 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: Dr. Nancy Carroll

Date of Meeting: 2/18/15

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

Ratification of Amendment #2 to Agreement #14-48 - Assistance League, Non-Public School, NPS (Carroll/Phipps)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$11,760.00 for a total cost of \$82,320.00 for 2014-2015. The increase is due to the placement of two (2) more preschool students at a cost of \$735 each per month from December 2014 through July 2015; including Extended School Year.

Students: MM110311
 KM110311

FISCAL IMPACT:

Tuition Pre-K Grade : \$735 monthly rate x 2 students x 8 months = \$11,760.00
(including Extended School Year)

Grand Total: **\$11,760.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #14-48 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #2, Assistance League (1 Page)
 Amendment #1, Assistance League (1 Page)
 Agreement #14-48, Assistance League (4 pages)

**AMENDMENT #2 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
February 18, 2015**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

At the Board meeting of October 15, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$8,820.00 to cover an increase in services bringing the total agreement amount to \$70,560.00. The increase was due to the placement of one (1) more preschool student at a cost of \$735 per month from August 2014 through July 2015; including Extended School Year.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-48 by \$11,760.00 for a total cost of \$82,320.00 for 2014-2015. The increase is due to the placement of two (2) more preschool students at a cost of \$735 each per month from December 2014 through July 2015; including Extended School Year.

Students: MM110311
KM110311

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**AMENDMENT #1 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
October 15, 2014**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-48, by \$8,820.00 for a total agreement amount of \$70,560.00 for 2014-2015. The increase is due to the placement recommendation of one (1) more Preschool student at a cost of \$735 per month, August 2014 through July 2015, including Extended School Year.

Student: MC010711

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

Victoria Elliott, Director

Date

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-48

THIS AGREEMENT, made and entered into this 20th day of August 20, 2014 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE 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;

Grade: Pre-K (7)

RA062911	NH010910
TA120909	AV040310
IC030810	SW061110
AG100710	

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2014-2015** school year at a cost of \$735 per month for 12 months for each Preschool student (7 students), beginning August 2014, including Extended School Year (ESY) through July 2015; amount not to exceed **\$61,740**.



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

Page 2

AGREEMENT #14-48

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.

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 trimester progress reports, incident reports within 24 hours, 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 shall not exceed approximately \$61,740 for students listed on cover page one of this Agreement #14-48.



OXNARD SCHOOL DISTRICT
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AGREEMENT #14-48

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.

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



OXNARD SCHOOL DISTRICT

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AGREEMENT #14-48

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.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

8-28-14
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Oxnard School District

8/20/14
Date

Victoria Elliott
Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 2/18/15

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

Ratification of Amendment #3 to Agreement #14-50 - Ventura County Office of Education, Paraeducator Services - SCP (Carroll/Phipps)

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.

At the Board meeting of October 1, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$12,255.99 to cover an increase in services bringing the total contract amount to \$393,150.22 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of December 10, 2014, the Board of Trustees ratified Amendment #2 in the amount of \$6,142.50 to cover an increase in services bringing the total contract amount to \$399,292.72 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

The actual cost for services has exceeded the previously approved amount and it is necessary to increase the amount of Agreement #14-50 by \$32,960.95 for a total agreement amount of \$432,253.67 for 2014-2015. The increase is due to the placement of one (2) more students with Paraeducator service agreements for 2014-2015.

Student:	MP121108	\$ 7,168.82 (60 Days)
	AD091102	\$25,792.13

FISCAL IMPACT:

\$32,960.95 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #14-50 with the Ventura County Office of Education for Paraeducator Services (SCP's), in the amount of \$32,960.95.

ADDITIONAL MATERIAL(S):

Attached: Amendment #3, Ventura County Office of Education (2 Pages)
Amendment #2, Ventura County Office of Education (1 Page)
Amendment #1, Ventura County Office of Education (1 Page)
Agreement #14-50, Ventura County Office of Education (12 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 16, 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.

MP121108

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, for 60 days.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/16/14 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2014-2015</u> () (including ESY, if applicable) \$ _____ + \$ _____ UPCOMING: <u>2015-2016</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 [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 7,168.82

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 8/27/14 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, JS010805

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 bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/18/14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	(8/18/14-5/15/15)
(including ESY, if applicable)	\$ _____	+ \$ _____

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

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

Oxnard SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: [Signature]
Business Services Authorized Representative

Date: 9/15/14

Estimated Cost \$ 6,142.50

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



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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 12/18/2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EV, DOB: 03/14/2002 a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP) 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/18/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
(including ESY, if applicable)	\$ _____	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 10/23/13 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, NF . DOB: 7/6/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 390 mins/day throughout school day and bus aide, to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
(including ESY, if applicable)	\$ <u>34,959.69</u>	+ \$ <u>3,884.41</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 _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$38,844.08

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 1-14-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for BL, DOB: 9-15-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire 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 a SCP paraeducator.

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.

4. 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.
5. The term of this contract shall begin 1-14-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT 2013-2014	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 37,922.53



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective October 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EC - DOB: 9/29/2002, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/23/2013 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
	\$ <u>29,272.68</u>	\$ <u>6,571.42</u>

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

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

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title:

Approved By: _____
Business Services Authorized Representative

Date:

Date: _____

Estimated Cost \$ 35,844.08

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 5-8-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for MB DOB: 2-15-04 a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, 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 a SCP and bus aide.

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.

4. 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.
5. The term of this contract shall begin 5-8-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR: CURRENT: <u>2013-2014</u> UPCOMING: <u>2014-2015</u> (including ESY, if applicable) \$ _____ + \$ _____

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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$37,922 plus \$6128 (bus aide)**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

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

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

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 6 hrs daily, during school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin April 4, 2014 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>
(including ESY, if applicable)	\$ _____	\$ _____

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 ~~UNION HIGH~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title:

Approved By: _____
Business Services Authorized Representative

Date:

Date: _____

Estimated Cost \$ 35,000.00 _____



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective February 7, 2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, LC - DOB: 5/14/2001, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 5.5 hrs per day throughout school day, and bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/04/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u> (1/13/14-6/30/14)	UPCOMING: <u>2014-2015</u> (8/21/14-12/4/14)
(including ESY, if applicable)	\$ <u>21,506.46</u>	+ \$ <u>14,337.64</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 _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective April 23, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JP DOB: 3/9/2004, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist 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 bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/23/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> (\$ _____)	+	UPCOMING: <u>2014-2015</u> (\$ _____)
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
 Special Education Authorized Representative

Title: _____

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,818.00/year for bus aide



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective November 7, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for AL 6/2/2009, a Special Education pupil who is a resident of DISTRICT and currently attends, Dos Caminos preschool 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 Special Circumstances Paraeducator (SCP), 165 mins daily, throughout the school day.

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.

4. 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.
5. The term of this contract shall begin 11/7/2013 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> (\$14,400.00)	+	UPCOMING: <u>2014-2015</u> (\$3,600.00)
\$ _____			\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
 Special Education Authorized Representative

Title: _____

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost **\$ 18,000.00**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 4-30-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for KS DOB: 12-9-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, 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 a SCP Paraeducator services throughout school day.

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.

4. 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.
5. The term of this contract shall begin 4-30-14 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>6,576.30</u>	+ \$ <u>26,305.16</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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$32,881.46**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective March 20, 2013 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, ML .. DOB: 6/29/2007, 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 Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/20/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> () \$ _____	+	UPCOMING: <u>2014-2015</u> () \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,000.00

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



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 02/27/2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

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

Authorized exceptional service(s) shall consist of Special Circumstances Paraeducator (SCP), 330 mins/day throughout school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 02/27/2014 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>14,738.38</u>	\$ <u>22,107.54</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 36,845.92

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

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 2/18/15

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

Ratification of Agreement #14-181 – Casa Pacifica School (Carroll/Phipps)

Requesting ratification for Non-Public School (NPS) services for Student JE112705, for the 2014-2015 school year, beginning January 5, 2015, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: JE112705

FISCAL IMPACT:

Tuition: \$149.00 per diem x 122 days = \$18,178.00
(Including Extended School Year)

Transportation: \$33 Round trip daily rate, for 122 days = \$4,026.00

Grand Total: **\$22,204.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-181 with Casa Pacifica School, NPS, in the amount not to exceed \$22,204.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-181, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-181

THIS AGREEMENT, made and entered into this 18th day of February 2015, 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: JE112705

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 122 days through July 7, 2015, this includes 20 days of Extended School year; and a \$33 daily rate for round trip transportation services not to exceed **\$22,204.00.**
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

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AGREEMENT #14-181

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parent's 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 **\$22,204.00** for **Student: JE112705**.

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

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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AGREEMENT #14-181

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Michael Redard, Chief Financial Officer
Casa Pacifica School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 2/18/15

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

Ratification of Agreement #14-182 – Casa Pacifica School (Carroll/Phipps)

Requesting ratification for Non-Public School (NPS) services for Student CN010103, for the 2014-2015 school year, beginning January 15, 2015, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: CN010103

FISCAL IMPACT:

Tuition: \$149.00 per diem x 114 days = \$16,986.00
(Including 20 days of Extended School Year)

Transportation: \$33 Round trip daily rate, for 108 days = \$3,762.00

Grand Total: **\$20,748.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-182 with Casa Pacifica School, NPS, in the amount not to exceed \$20,748.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-182, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-182

THIS AGREEMENT, made and entered into this 18th day of February 2015, 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: CN010103

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 114 days through July 7, 2015, this includes 20 days of Extended School year; and a \$33 daily rate for round trip transportation; services not to exceed **\$20,748.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents' educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$20,748.00** for **Student: CN010103**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #14-182

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Michael Redard, Chief Financial Officer
Casa Pacifica School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 2/18/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____

2nd Reading _____

Ratification of Agreement #14-193 – Kern County Superintendent of Schools (Carroll/Phipps)

Kern County Superintendent of Schools/Local Education Consortium (LEC), and the Oxnard School District (LEA), desires to establish a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code Section 14132.47. Consultant services will be for the 2014-15 school year.

Kern County Superintendent of Schools/LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative activities (MAA) claiming process for participating LEA's in Service Region 8.

Kern County Superintendent of Schools/LEC will

- Provide a software platform through a third party administrator, through which the Oxnard School District shall utilize the random moment time study (RMTS) process.
- Perform desk and site reviews to monitor compliance with all federal and state program requirements.
- Act as Liaison between DHCS and the Oxnard School District.
- Prepare and submit quarterly invoices to DCHS.
- Receive and distribute all of the LEA's MAA reimbursements as set forth in the agreement.
- Maintain a file of documents pursuant to program retention requirements.
- Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute information to LEA's MAA coordinator, and actively participate in policy problem resolution discussions with regional, state, and federal entities.

FISCAL IMPACT:

Cost based on \$85.00 per participant – OSD will only be billed for actual participants after the fact.

*All fees are offset based on revenue received by participant claims.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-193 with the Kern County Superintendent of Schools

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-193, Kern County Superintendent of Schools (9 Pages)

OFFICE OF CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

This Agreement is made effective this first day of January, 2015, by and between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS** ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the state of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and OXNARD SCHOOL DISTRICT, a political subdivision of the state of California, Tax I.D. No. 956002318, located at 1051 South A Street, Oxnard, California, 93030, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code Section 14132.47.

B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for participating LEAs in Service Region 8.

II. AGREEMENT

A. Term and Termination. This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.

B. LEC Responsibilities:

1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;

2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;

3. Act as liaison between DHCS and the LEA;

4. Prepare and submit quarterly invoices to DHCS;

5. Receive and distribute all of the LEA's MAA reimbursements as set forth in Section F of this agreement;

6. Maintain a file of documents pursuant to program retention requirements;

7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state, and federal entities.

C. LEA Responsibilities:

1. Appoint a MAA Coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;

2. Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions;

3. Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by the LEC, including without limitation a quarterly roster of all LEA MAA staff participants;

4. Oversee timely completion of time study information by LEA staff;

5. Submit invoices to the LEC in a manner and at a time prescribed by the LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices.

6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to the LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, THE LEC will revise the invoice to correct those errors.

7. Execute and comply with the "Confidentiality Agreement" with the third party software platform administrator for provision of LEA Medi-Cal tape match services, a copy of which is attached to this agreement as Exhibit A. The cost of tape match services is included in this agreement (see Section F).

8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform, including but not limited to the following:

a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet and use the RMTS System Service and any provided documents (the "Documentation") to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA's internal use, and reproducing and distributing modified and original versions of

provided Documentation, in hard copy or online format, as part of the LEA's Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.

b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC's third party administrator. Those users may be referred to herein as "Agency Users." Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC's third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC's third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.

c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator's Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.

d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.

e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.

f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.

g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third party administrator any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of any data by Agency Users.

h. Subject to the license rights granted to the LEA, all right, title, and interest in and to the System Service, including intellectual property rights and technology inherent in System Service, are and at all times will remain the sole and exclusive property of the LEC's third party administrator. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as may be explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign

or grant to the LEA any right, title, or interest in or to intellectual property rights or other rights in and to the System Service or trademarks.

i. Except as expressly authorized by this Agreement, the LEA shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, the LEA shall not modify, transfer, rent, or lease the System Service, or alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the System Service, and expressly agrees not to circumvent or knowingly permit third parties to circumvent any security or other protections within the System Service.

j. The LEA acknowledges that the System Service and Documentation contain trade secrets, disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, the LEC's third party administrator will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of these restrictions.

9. The LEA must submit completed moments as prescribed by program guidelines. If the LEA fails to complete the moments within the required guidelines, participation in the program may be limited and reimbursement lost. The LEC reserves the right to disqualify the LEA from participation for one or more quarters if there are recurring instances of non-responsive participants or other non-compliance issues.

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.

11. The LEA will establish and maintain an audit file containing documents specified by DHCS pursuant to program retention requirements.

12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.

13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.

14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.

15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.

D. Subcontracting.

1. The LEA agrees that the LEC may, in its sole discretion, perform duties under this Agreement through an independent contractor to be selected by the LEC.

2. Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA's MAA reimbursements made under this Agreement are to be payable to the LEC.

2. The LEC agrees to process all of the LEA's MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC's receipt of the MAA reimbursement.

3. The LEA agrees that as full compensation to the LEC for its services specified herein, the LEC may withhold from payments made on each invoice submitted to DHCS \$80 per quarter per time survey participant included in the LEA's quarterly participant roster.

G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments

otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.

2. In the event of a possible disallowance, reimbursement of all subsequent claims may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit; however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.

I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.

J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.

K. Compliance with State Contract. In the performance of this Agreement, the parties shall comply with all terms and conditions of the pertinent MAA contracts between DHCS and KCSOS which are attached hereto as Exhibit B and incorporated herein by reference.

L. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

M. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.

N. Covenant to Sign Documents. Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.

O. Federal Contract Funds. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.

P. Assignment. The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or any part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.

Q. Authority to Bind. It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.

R. Certification. The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.

S. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

T. Signature Authority. Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

LEA:
OXNARD SCHOOL DISTRICT

LEC:
KERN COUNTY
SUPERINTENDENT OF SCHOOLS

By: _____
Name: Lisa A. Franz

By: _____
Name: Debbie Riedmiller

Title: Director, Purchasing

Title: Chief, Internal Financial Operations Officer

Dated: _____

Dated: _____

**PUBLIC CONSULTING GROUP, INC
CONFIDENTIALITY AGREEMENT
TO PROVIDE LEA MEDI-CAL TAPE MATCH SERVICES**

I. CONFIDENTIALITY

A. PCG acknowledges that in performance of its obligations under the Agreement with LEA (Local Education Agency), PCG may acquire or have access to students' personal data and become a holder of such personal data (deemed confidential under State and Federal law and regulations) on behalf of LEA. PCG shall comply with all State and Federal laws and regulations relating to confidentiality and privacy, including but not limited to: (1) The Health Insurance Portability and Accountability Act and the final privacy regulations issued pursuant thereto as they exist from time to time; (2) The Family Educational Rights and Privacy Act and its supporting regulations; and (3) State education laws and supporting regulations. PCG shall at all times recognize LEA's ownership of students' personal data and the exclusive right and jurisdiction of LEA and to control the use of students' personal data. PCG shall immediately notify LEA both orally and in writing if any personal data in PCG's possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of LEA.

B. PCG shall cooperate with LEA in taking all steps as LEA deems advisable to enjoin misuse, regain possession, and/or otherwise protect LEA's rights and the students' privacy. PCG shall allow access to any personal data held in his possession solely to those employees of LEA and other governmental agencies that require such information in performance of their occupational responsibilities as permitted by law, as authorized by LEA. All personal data held by PCG shall be delivered to LEA within fourteen (14) calendar days after termination of its Agreement with LEA.

C. PCG agrees to take reasonable steps to ensure the physical security of students' personal data under its control, including, but not limited to: fire protection, protection against smoke and water damage, alarm systems, locked files, guards or other devices reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents, and design provisions to limit use of personal data. Further, PCG agrees to defend and hold LEA harmless for any loss of such property and materials used by or in the possession of any such person pursuant to PCG's performance and services under its Agreement with the State.

D. PCG agrees that it will inform each of its employees having any involvement with students' personal data or other confidential information, of the laws and regulations relating to confidentiality.

E. LEA shall have access at all times to any data maintained regarding LEA pursuant to PCG's Agreement with LEA.

F. PCG shall use students' personal data, and material derived from such data, only as necessary for the performance of its obligations under the Agreement with LEA.

G. The parties acknowledge that PCG has previously developed and owns the license to certain proprietary software that will remain the property of PCG.

Public Consulting Group

Company Name

Florie J. Wong

Signature

Florie J. Wong

Printed Name

Associate Manager

Title

11/25/2014

Date

Oxnard School District

LEA Name

Signature

Lisa A. Franz

Printed Name

Director, Purchasing

Title

Date

Address:

Corporate Address

148 State Street

Boston, MA 02109

Local Office Address

4370 La Jolla Village Drive

4th Floor

San Diego, CA 92122

LEA Address:

1051 South A Street

Oxnard, CA 93030

BOARD AGENDA ITEM

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

Date of Meeting: 2/18/15

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

Approval of Work Authorization Letter (WAL) #001 for CEQA Compliance Services at Project 5 – Elm pursuant to Master Agreement #13-132 with Tetra Tech (Cline/Gutierrez/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved Master Agreement # 13-132 with Tetra Tech to perform CEQA compliance services related to the design and construction of projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #001 to Tetra Tech to perform CEQA compliance services related to the design and construction of Project 5 - Elm Elementary School. Under this WAL assignment, Tetra Tech will determine whether Project 5 - Elm Elementary School reconstruction qualifies for a categorical exemption under Title 14 of the California Code of Regulations, Chapter 3.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-132
WAL #001
Consultant: **Tetra Tech**
Date Issued: **2/18/15**
Fixed Fee Amount: **\$2,000.00**

The attached WAL describes the scope of services requested from Tetra Tech. Tetra Tech’s proposal for the services is also attached for the Board’s reference. The WAL calls for the performance of an investigation study and findings thereof to determine the qualification of the Project to state law and environmental regulations.

FISCAL IMPACT:

The CEQA compliance services will be completed for a lump sum fixed fee of:

Two Thousand Dollars No Cents [\$2,000.00].

The services will be funded from Measure “R” funds and are coded to 6171 – Site Costs - Environmental

RECOMMENDATION:

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, that the Board of Trustees approve WAL #001 for CEQA compliance services at Project 5 - Elm Elementary School per Master Agreement #13-132 with Tetra Tech.

ADDITIONAL MATERIAL(S):

- WAL #001, Tetra Tech (13 pages)
- Proposal from Tetra Tech (3 pages)
- Master Agreement #13-132, Tetra Tech (36 pages)

GOALS:

GOAL FIVE:

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



WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #: 5	DATE: 2/18/2015
SITE NAME: Elm Elementary School	DSA #: N/A
MASTER AGREEMENT #: 13-132	OPSC #: N/A
WAL #: 1	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech Street: 5383 Hollister Avenue, Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3100

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

CEQA Compliances Services at Project 5 Elm, located at 450 East Elm Street, Oxnard, CA 93033 per attached Exhibit "F", Sections 1, 4, 5, & 6, and special instructions below. 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: 2/18/2015	COMPLETION DATE: 3/18/2015
-----------------------	----------------------------

FIXED FEE AMOUNT: \$2,000.00

This fee amount is based upon Consultant's proposal dated 1/22/2015, 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)
(DATE)	(DATE)

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: 6160 - Other Costs - Site	

(PM APPROVAL SIGNATURE) _____ (DATE) _____

SPECIAL INSTRUCTIONS:

1. Final letter report shall be prepared no later than 2/27/15.
2. Consultant to be present at the Board of Trustees Meeting on 3/18/15 to field questions concerning findings and recommendation.

See Attachment "A" for additional scope of work information.

Project 5: Elm Reconstruction

Tetra Tech – CEQA

Attachment “A”

MA #13-132, WAL #001

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

General Overview of Scope of Work

The CEQA Consultant for Project 5: Elm Reconstruction (“Project”) shall perform CEQA compliance review preconstruction services to provide a Notice of Exemption under the guidelines set forth by Title 14 of the California Code of Regulations, Chapter 3. In the process, the CEQA consultant shall confirm that the statutory or categorical exemption applies to the Project per the CEQA Guidelines, Section 15302(a) and the categorical exemption is not negated by a significant effect on the environment per CEQA Guidelines, Section 15300.2.

Documentation Standards and Publication

The CEQA Consultant shall prepare documentation in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines as to express the findings of either confirming the status of the Project for a categorical exemption or recommend the requirement for an Initial Study to ensure CEQA compliance.

If it is discovered that the Project does not have a potential environmental impact, the CEQA Consultant shall prepare a Notice of Exemption Form for the Project to be reviewed by the District and adoption by the Board of Trustees.

Communication and Participation

The CEQA Consultant shall maintain all communication about the District’s project through CFW.

The CEQA Consultant shall attend the Board of Trustees meeting when the Notice of Exemption is presented for adoption.

Project Specific Scope of Work Summary:

Project 5 of the Measure “R” Facilities Implementation Program provides for the replacement of the aging facilities at the Elm 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 600 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room, administration building, student information center/library, kindergarten with play area, green play fields, hard court play areas, and protection of the existing buildings and associated utilities during the construction of the new buildings and related site work.

Construction budget is approximately +/- \$21,000,000.

Construction NTP is anticipated to be issued on or around June 19, 2015.

Construction substantial completion is required by August 2016.

- Not Project Related
 Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

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

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

Project #13-132

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-132

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

Project #13-132

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #13-132

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-132

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-132

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.



January 22, 2015

M-2177

Ms. Suzanne Kuric
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Proposal to Perform CEQA Compliance Review Preconstruction Services for Elm Elementary School

Dear Ms. Kuric:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this proposal to the Oxnard School District (OSD) to provide CEQA compliance review preconstruction services for the Elm Elementary School site. This proposal was prepared in response to a January 12, 2015 email received from Ms. Suzanne Kuric. These CEQA compliance review preconstruction services are requested at the following school site: Elm Elementary School located at 450 E. Elm Street. We understand that this school will be under reconstruction and a preliminary site capacity assessment is required to determine whether this project qualifies for a categorical exemption under Title 14 of the California Code of Regulations, Chapter 3.

1.0 SCOPE OF WORK

The scope of work for this project will include the following task.

TASK 1: CEQA CATEGORICAL EXEMPTION

This school project is likely exempt from CEQA requirements because it consists of replacing an existing school to accommodate generally the same student capacity as under current conditions. Section 21080 of the Public Resources Code and the CEQA Guidelines provide a list of classes of projects which have been determined not to have significant effects on the environment and which are exempt from the provisions of CEQA. In particular, a Class 2 categorical exemption under Section 15302 of the CEQA Guidelines consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Specifically, the replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent falls into the Class 2 exemption.

For this task, Tetra Tech will prepare a draft letter report documenting our findings of Task 1 and confirming the status of a categorical exemption or recommending a requirement for an Initial Study (IS) to ensure CEQA compliance. We will also conduct an environmental analysis of the school project to verify that no exceptions exist for this school reconstruction project under Section 15300.2 of the CEQA guidelines. The draft letter report will be submitted to OSD and we will incorporate any comments received into a final letter report.

Tetra Tech will also prepare a Notice of Exemption Form or its equivalent that would include a project description that defines the project's purpose, limits, and project-related activities, as well as confirmation that confirmation that the project will have substantially the same purpose and capacity as under current conditions.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



Once completed, we will forward a draft Notice of Exemption form for the school to the OSD for review. Tetra Tech will address any comments and upon acceptance by the OSD and we will prepare the final Notice of Exemption for adoption by the OSD.

2.0 COSTING ASSUMPTIONS

The following assumptions were made for preparing our cost estimate for this project.

1. One round of OSD review for the letter report.
2. The capacity of the school will remain largely the same as under current conditions. We will verify this with information to be provided by the OSD, including information on existing and proposed numbers of students, teachers, staff, classrooms, administrative space, and parking spaces.
3. New construction at the school will provide additional earthquake resistance, as compared to current conditions.

3.0 KEY PROJECT PERSONNEL

Mr. Randy Westhaus is the Program Manager for Tetra Tech's School Services Program and will provide technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 34 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

The project will be managed by Ms. Mary McKinnon. She has extensive CEQA experience in Southern California. As a task and project manager for Tetra Tech, she oversees the preparation of CEQA documents for various school and public works projects. These documents usually include Categorical Exemptions and Initial Studies/Mitigated Negative Declarations, but have also included Environmental Impact Reports (EIRs). Ms. McKinnon's projects have included commercial developments, construction of school facilities, upgrading water and sewer lines, a new park and ride facility, and an upgraded nature trail. She understands OSD's need for a responsive partner in facilitating compliance with CEQA to ensure that school projects are kept on schedule and budget.

4.0 ESTIMATED PRICE AND SCHEDULE

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$2,000. This price will not be exceeded without your prior authorization. Our price estimate is based on an assumed level of effort. If additional out of scope services are requested, these will be billed on a time and materials basis. One round of OSD review was assumed for the price estimating purposes.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that Task 1 can be completed within 14 days from receipt of the notice to proceed, assuming that the OSD will provide us the requested school site information in a timely manner, and review of the draft letter report within a few days of receipt.



5.0 LIMITATIONS

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this proposal or in any subsequent report, opinion, or document.

6.0 CONTRACTUAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement (MSA) #13-132 between the OSD and Tetra Tech and the agreed scope of services in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging your acceptance of this proposal.

If you have any questions regarding our proposal, please contact me at (805) 681-3101 or randy.westhaus@tetrattech.com. We appreciate this opportunity to present our proposal for this very important school project.

Sincerely,

TETRA TECH, INC.

Randy T. Westhaus, P.E.
California Schools Director

cc: Campbell, J. (Tt SMX)
McKinnon, M. (Tt SBO)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
 - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RTW (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetrattech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

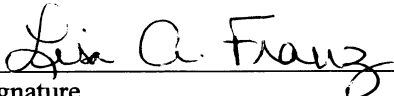
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

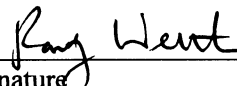
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:


Signature


Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE) (DATE)		
SPECIAL INSTRUCTIONS:		

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

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

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-132

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 #13-132

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-132

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

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

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

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

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

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

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

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

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

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

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

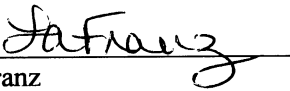
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-132

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

Not Project Related

Project #13-132

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. **Cultural/Paleontological Resources.** The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. **Geology and Soils.** The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. **Hazards and Hazardous Materials.** The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. **Hydrology and Water Quality.** The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. **Land Use and Planning.** The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. **Noise**
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. **Population and Housing**
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. **Public Services and Utilities**
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
- Project #13-132

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Tetra Tech, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-132

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied: inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2013

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570051834152** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Cline
1051 South A Street
Oxnard CA 93030 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of
Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

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Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

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1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

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

Date of Meeting: 2/18/15

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

Approval of Work Authorization Letter #001 for CEQA consultant services at the Proposed New Middle School Academy Site at Doris and Patterson pursuant to Master Agreement #13-133 with LSA Associates, Inc. (Cline/Gutierrez/CFW)

At the Board Meeting of November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved Master Agreement #13-133 with LSA Associates (“LSA”) to perform California Environmental Quality Act (“CEQA”) related services to support projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms that were prequalified to perform professional construction services of this nature.

The District is in the process of performing certain testing and inspection services related to the proposed Academy Middle School site at Doris and Patterson. The study and assessment is required by State Law and Environmental regulations. The study and assessment will support the District’s efforts to secure California Department of Education (“CDE”) approval for the site prior to acquisition. The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #001 to LSA Associates Inc. to perform the required study and assessment and produce a report reflecting its findings.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-133
WAL #001
Consultant: LSA Associates, Inc. (“LSA”)
Date Issued: 2/18/15
Fixed Fee Amount: \$33,749.00

The attached WAL describes the scope of services requested from LSA. LSA’s proposal for the services is also attached for the Board’s reference. The WAL calls for the performance of a preliminary Initial Study and Phase II Environmental Site Assessment and produce reports thereof. The Assessment supports and conforms with the CDE School Site Selection and Approval Guide Evaluation of Safety Factors.

FISCAL IMPACT:

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

Thirty-Three Thousand Seven Hundred Forty-Nine Dollars No Cents [\$33,749.00].

These activities will be funded with Measure “R” funds and are coded as 6171 – Environmental Studies.

The Board adopted budget for the Doris and Patterson Site acquisition is \$60,000.00. To date the District has expended \$14,625.00 on site testing including preliminary soil testing and geological studies.

CFW will be filing an application with the Office of Public School Construction (“OPSC”) for reimbursement of 50% of the site inspection and investigation costs related to site acquisition.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #001 for CEQA services at the Proposed New Middle School Academy Site per Master Agreement #13-133 with LSA Associates Inc. for the Preliminary Initial Study and Phase 1 Environmental Site Assessment.

ADDITIONAL MATERIAL(S):

- WAL #001, LSA Associates Inc. (14 pages)
- LSA Associates Inc. proposal, dated 1/26/2015 (14 pages)
- Master Agreement #13-133, LSA Associates Inc. (38 pages)

GOALS:**GOAL FIVE:**

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



WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #: N/A	DATE: 02/18/2015
SITE NAME: Doris/Patterson New Academy Site Acquisition	DSA #:
MASTER AGREEMENT #: 13-133	OPSC #:
WAL #: 1	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: LSA Associates, Inc. Street: 30 Executive Park, Suite 200 City, State, Zip: Irvine, CA 92614 Phone: 949-553-0666

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Preliminary Initial Study (IS) & Phase 1 ESA Services at the proposed New Academy Site located within the Teal Club development near the intersection of Doris Ave./Patterson Rd. and indicated in attached maps. The scope of work is per attached Exhibit "F", Sections 1, 4, 5, & 6.
(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 2/19/2015	COMPLETION DATE: 3/20/2015
-----------------------	----------------------------

FIXED FEE AMOUNT: \$33,749.00

This fee amount is based upon Consultant's proposal dated 1/26/2015, 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 (SIGNATURE)	CONSULTANT: (SIGNATURE)
(DATE)	1/30/15 (DATE)

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: 6160 - Other Costs - Site	

(PM APPROVAL SIGNATURE) (DATE)

- SPECIAL INSTRUCTIONS:**
1. Draft environmental letter report shall be completed in 2 weeks after receipt of NTP.
 2. Phase 1 ESA Draft report shall be completed by 3/13/15. All final reports by 3/20/15.
 3. Consultant to be present at the Board of Trustees Meeting on 4/15/15 to field questions concerning information contained in the reports.

See Attachment "A" for additional scope of work information.

New Proposed Academy Site located at Doris Ave. & Patterson Rd.

LSA – CEQA

Attachment “A”

MA #13-133, WAL #001

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

General Overview of Scope of Work

The CEQA Consultant for the New Proposed Academy Site located at the intersection of Doris Avenue & Patterson Road shall provide documentation pertaining to the environmental and safety factors in areas such as: aesthetics; air quality; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; transportation/traffic; utilities, service systems, and greenhouse gases. The CEQA Consultant to identify potentially significant impacts that would be lessened to a level of less than significant with incorporation of mitigation measures in the following issue areas: aesthetics, biological resources, cultural resources, noise, geology, and soils.

Documentation Standards and Publication

The CEQA Consultant shall prepare documentation in accordance with the California Department of Education (CDE) School Selection and Approval Guide of Safety Factors.

Communication and Participation

The CEQA Consultant shall maintain all communication about the District’s project through CFW.

The CEQA Consultant shall work closely with CFW in setting precise dates and times to access the twenty (20) acre parcel to minimize disturbances to the farmland tenants’ commerce and the landowners’ interests.

The CEQA Consultant shall attend and participate in the Board of Trustees meeting to field questions concerning the final reports.

Project Specific Scope of Work Summary:

The New Proposed Academy Site of the Measure “R” Facilities Implementation Program provides for the site acquisition of a twenty (20) acre parcel for a new middle school site development, of which eight (8) acres deeded to the District. The new middle school is being designed to serve as a 6-8 school for up to approximately 1080 students at state loading standards.

Not Project Related

Project #13-133

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

COMPENSATION & RATE/FEE SCHEDULE

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

HOURLY BILLING RATES EFFECTIVE JUNE 2013

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$125-300
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$55-90
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$35-60
Graphics							\$90-120
Office Assistant							\$60-90
Word Processing/Technical Editing							\$75-95

- Not Project Related
 Project #13-133

**LSA IN-HOUSE DIRECT EXPENSES
 JUNE 2013**

	Unit Cost
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$ 5.00 per CD
Plotting	\$ 3.75 per sf
Mileage On Road	\$.565 per mile
Mileage Off-Road	\$.715 per mile
GPS Unit	\$ 75.00 per day
Total Station Surveying Instrument	\$ 50.00 per day
Level (Laser or Optical)	\$ 25.00 per day
Laser Rangefinder	\$ 25.00 per day
Sound Meter	\$ 75.00 per day
Aerial Photo	Cost
Boat Rental	\$ 50.00/day
Water Quality Meter	\$ 25.00/day

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

Not Project Related

Project #13-133

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 #13-133

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

SCOPE OF SERVICES- CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

Project #13-133

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 -- or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

Not Project Related

Project #13-133

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

Not Project Related

Project #13-133

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

Not Project Related

Project #13-133

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- 8. Review of Draft EIR by District Prior to Circulation:**
- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
 - b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

- Not Project Related
 Project #13-133

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-133

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

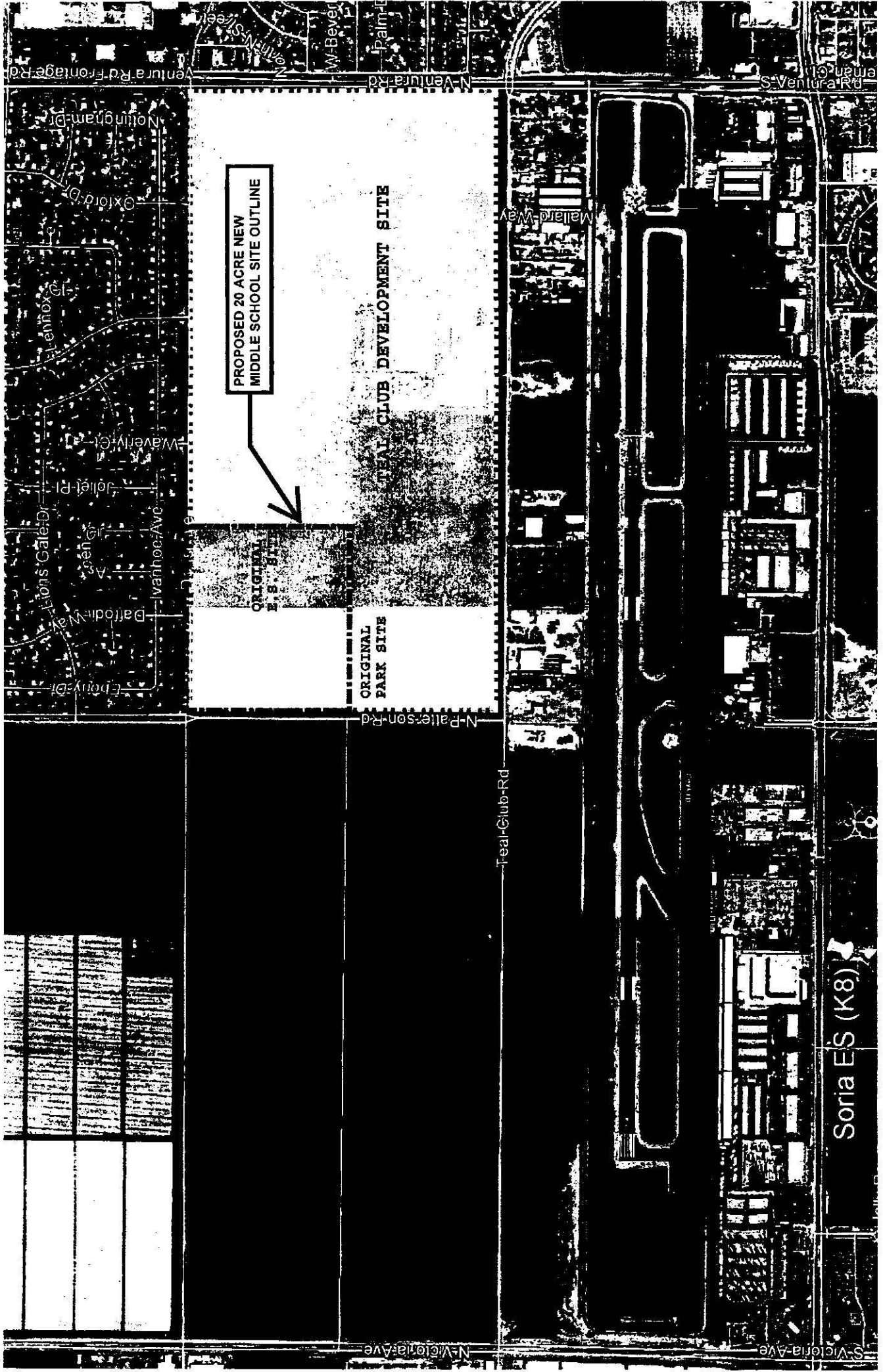
NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.



PROPOSED 20 ACRE NEW
MIDDLE SCHOOL SITE OUTLINE

ORIGINAL
PARK SITE

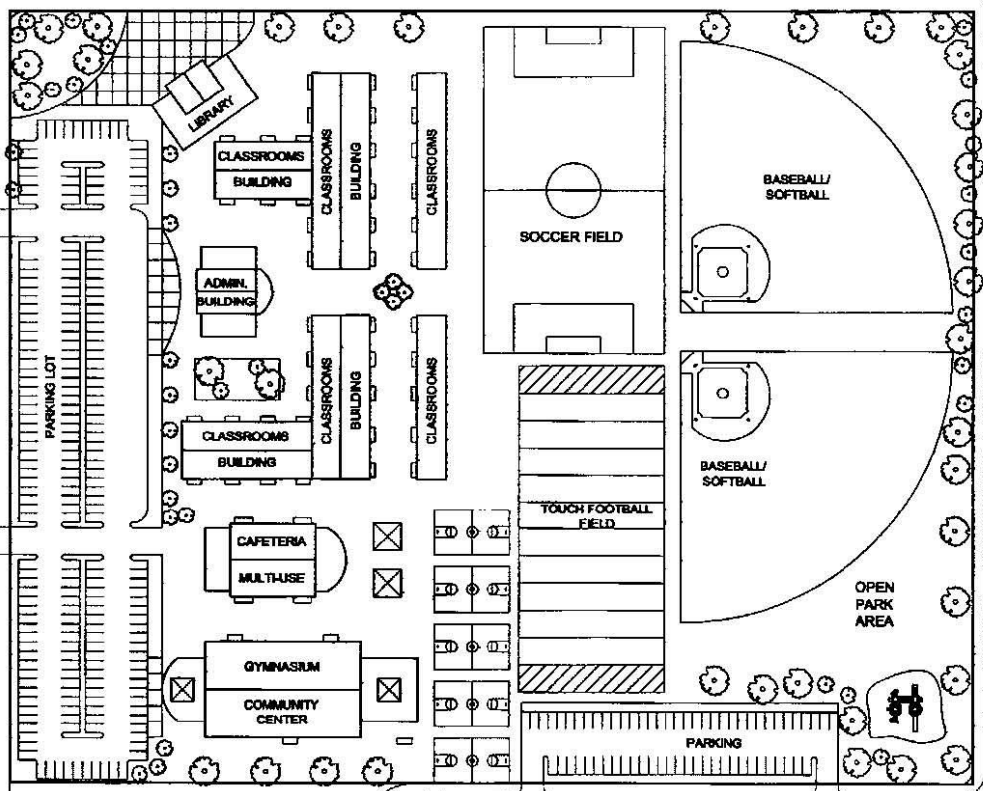
ORIGINAL
CLUB DEVELOPMENT SITE

Soria ES (K8)

DORIS AVENUE

DROP - OFF LANE

PATERSON ROAD





LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614

949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD

FRESNO
PALM SPRINGS
PT. RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO

January 26, 2015

Greg Norman
Caldwell Flores Winters Inc.
On behalf of the Oxnard School District
1901 South Victoria, Suite 106
Oxnard, California 93035

Subject: Environmental Consultation Proposal for the Doris Patterson New Academy Project Site

Dear Mr. Norman:

LSA Associates, Inc. (LSA) is pleased to submit this proposal to assist the Oxnard School District (OSD) with professional environmental consultation for the construction of a new school in the County of Ventura (County).

The Scope of Work (SOW) proposed herein includes investigation of environmental factors and evaluation of safety factors in accordance with the California Department of Education (CDE) School Site Selection and Approval Guide Evaluation of Safety Factors. LSA has included Ninyo & Moore as a subconsultant to address hazards, hazardous materials, and geotechnical constraints.

PROJECT UNDERSTANDING

LSA understands that OSD proposes to construct a new school on 20 acres of agricultural land bordered by Teal Club Road, North Patterson Road, Doris Road, and North Ventura Road in the County. Based on limited research in the time available, LSA understands that the agricultural parcels between these boundaries were planned for development with residential, retail commercial, business/research park, and parks and public facilities uses, including a school, as part of the Teal Club Specific Plan. The Environmental Impact Report (EIR) has not been completed for the Specific Plan and the current status is not known. The Teal Club site is designated in the City of Oxnard (City) 2030 General Plan land use map as Urban Village, and the proposed school site is designated as public/semi-public, and parkland. The school site is within the City Urban Restriction Boundary (CURB) and Sphere of Influence, but outside of the City boundaries.

The OSD has completed some background work and the City and the County Local Agency Formation Commission (LAFCO) are agreeable to constructing a school at the project site. The OSD wants to move forward and complete the School Facilities Planning Division (SFPD) 4.0 Initial School Site Evaluation.

SCOPE OF WORK

In order for OSD to complete the SFPD 4.0 Initial School Site Evaluation, LSA will prepare an environmental letter report that identifies potential constraints and is consistent with the SFPD 4.0 Initial School Site Evaluation. The environmental letter report will be based on review of the technical assessments identified below, as well as review of available public documents (i.e., the County and City General Plans). Information collected during this assessment will be used for a future Initial Study (IS) and/or EIR for the proposed project.

The following potential issues listed on the SFPD 4.0 Initial School Site Evaluation will be addressed and documented within the environmental letter report:

- Traffic
- Railroad tracks (within 1,500 feet [ft])
- Airport runway (within 2 nautical miles)
- Power lines above or below ground (greater than 50 kilovolts [kV])
- Pipelines (within 1,500 ft and greater than 80 pounds per square inch [psi])
- Excessive ambient noise
- Active fault zones
- Likelihood of landslides or liquefaction
- Flood or dam inundation
- Inadequate soil stability, bearing capacity
- Water or fuel storage tanks
- Toxics (natural or man-made)
- Odors, dust, smoke, pesticide drift
- Hazardous air emissions or hazardous material (within 0.25 mile)
- Within 500 ft of a major traffic corridor or freeway for air quality
- Wildland fire interface
- Social hazards
- Unsafe walking routes
- Difficult or unsafe accessibility
- Distant from other community facilities
- Wildlife, protected habitat, wetland
- Historic, archeological, scenic resource
- Farm land or agricultural preserve (Williamson Act)

The OSD is responsible for addressing the remaining potential issues listed on the SFPD 4.0 Initial School Site Evaluation, which are:

- Topographic problems (excessive slope)
- Not centrally located in attendance area
- Poor orientation for wind or light
- Poor drainage
- Shape (length to width ratio greater than 2:1)
- Distant or unavailable utilities
- Excessive grading or on-site development costs
- Excessive off-site development costs
- Likely Eminent Domain or relocation

Technical Research/Reports

Traffic and Parking Opportunity and Constraints Analysis. LSA will conduct an opportunity and constraints analysis for the proposed project site. LSA will develop trip generation and parking generation estimates for the school based on the Institute of Traffic Engineers (ITE) *Trip Generation Manual* (9th Edition) and *Parking Generation Manual* (2nd Edition). LSA will review the site access and parking conditions at the potential school site location. To refine this evaluation, LSA will conduct traffic counts at up to five intersections and identify the existing levels of service with and without the school. LSA will provide a qualitative assessment of the potential traffic and parking conditions, highlighting the opportunities and/or constraints at the project site. The results of this analysis will be incorporated into the environmental letter report.

Biological Resources. Current and historical aerial photographs will be reviewed and a records search for known species in the area will be conducted. The biological resources assessment will focus on potential special-status species, habitats, and jurisdictional issues (streams, drainages, etc.). The results of this analysis will be incorporated into the environmental letter report.

Cultural Resources. LSA will conduct an archaeological and historical records review and literature search through the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System located at California State University, Fullerton. The SCCIC houses the pertinent archaeological, historic site, and historic survey information necessary to determine whether cultural resources are known to exist within the property. The objectives of this archival research will be to: (1) establish the extent and status of cultural resources previously documented within the project area; and (2) note what site types might be expected to occur within the project area based on the existing data from known cultural resource sites located within a 0.50-mile radius.

Ambient Noise. LSA will review existing documentation (including the City and County General Plans, any airport environs land use plans, and relevant environmental documents) to make a general determination of any potential adverse noise hazards occurring within the project area that could present a noise hazard to the future use of the project site. Such potential adverse noise hazards could include the site's proximity to freeway, railroad, and industrial uses. LSA will prepare a memorandum summarizing the results of the baseline noise research. If it is determined that an adverse noise hazard is potentially present, LSA can provide an additional SOW to conduct site-specific acoustical monitoring to determine the location and noise levels to which the potential school uses would be subject. The results of this analysis will be incorporated into the environmental letter report.

Phase I Environmental Site Assessment. A Phase I Environmental Site Assessment (ESA) will be performed by Ninyo & Moore under contract to LSA. The historical information from the previous Phase I ESA (Cardno ATC, March 2014) will be utilized to the extent feasible. In addition, Ninyo & Moore will review the Geohazard Study Report (Koury Geotechnical Services, February 2014) prepared for the project. The Phase I ESA will include an evaluation of pipelines, tanks, railroads, transmission lines, air toxics, and hazardous release sites. Based on the results of the Phase I ESA, a Preliminary Environmental Assessment (PEA) can be scoped, if needed, for approval by the Department of Toxic Substances Control (DTSC).

The SOW for this report will include the following:

- Review of available federal, State, and local regulatory agency databases for the site and for properties located within the American Society for Testing and Materials (ASTM) recommended search radius of the site. The purpose of this review is to evaluate possible environmental impacts to the subject site. Databases will identify locations of known hazardous waste sites; landfills; and leaking underground storage tanks; permitted facilities that utilize aboveground or underground storage tanks; and facilities that used, stored, or disposed hazardous materials.
- Conduct interviews with the property owner and/or manager(s) and contiguous property owners, as available, regarding the environmental status of the site.
- Perform a site and vicinity reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, suspect asbestos-containing materials, suspect lead-based paint, possible sources of polychlorinated biphenyls, and possible risk of contamination from activities at the site and adjacent or nearby properties.
- Perform a site vicinity reconnaissance from public right-of-way for aboveground storage tanks, including propane tanks within 1,500 ft of the site.
- Request the local Air Quality Management District to evaluate properties within 0.25 mile of the site for possible activities that may reasonably be anticipated to have hazardous air emissions.
- Request the State Fire Marshal's office to evaluate the possible presence of underground hazardous materials-conveying pipelines within 1,500 ft of the site.
- Review the City utility maps for information on high pressure natural gas lines and electric transmission lines on or within 1,500 ft of the site.

- Meet with and/or review files from appropriate state and local regulatory agencies having files or information relative to the site. Requests will be made to the County Department of Health Services, the local Air Quality Management District, the County Fire Department, the Los Angeles Regional Water Quality Control Board, and the DTSC.
- Review readily available historical resources (including, aerial photographs, City directories, and fire insurance maps of the site and vicinity).
- Review the site-specific and regional geology and hydrogeology. Specific information that will be obtained will include depth to groundwater, groundwater gradient and flow direction, and regional groundwater quality. This type of information is used to evaluate the likelihood that off-site sources of hazardous materials have impacted the soil and groundwater beneath the site.
- Review available land title reports and maps provided by the OSD pertaining to the site.
- Review readily available maps and reports pertaining to the environmental condition of the site.
- Review topographic maps for railroads within 1,500 ft of the site.
- Identify the presence of freeways and other busy corridors within 500 ft of the site.
- Identify the presence of airport facilities or airport master plan facilities within 2 nautical miles of the site.
- Prepare a Phase I ESA report documenting findings and providing opinions and recommendations regarding possible environmental impacts at the site. Report language will be such as to satisfy ASTM, All Appropriate Inquiries (AAI), and CDE requirements.

Additional research, evaluation, and site work (e.g., drilling and sampling) beyond that described above may be recommended if there is reasonable cause to believe that the site may have been adversely impacted by historical or current activities at the site or on surrounding properties. Such activities constitute a PEA and are not included in this proposal.

In accordance with ASTM E1527-15, the following, which is not intended to be all inclusive, represents out-of-scope items with respect to this Phase I ESA and, therefore, will not be addressed: radon, lead in drinking water, wetlands, regulatory compliance, cultural and historic risk, industrial hygiene, health and safety, ecological resources, endangered species, and indoor air quality. In addition, Ninyo & Moore will not address interpretations of zoning regulations, building code requirements, or property title issues.

SPECIFICATIONS FOR THE PHASE I ESA

In accordance with the ASTM E1527-13 standard and AAI, it is the responsibility of the OSD, as the user of the report, to conduct a review of recorded land title records and lien records for the site, or engage a title company to review such records. Relevant environmental information, if discovered during this review, must be provided to Ninyo & Moore.

This is a relatively specialized activity for typical report users. Therefore, the scope will include:

- Purchase and review environmental lien records for the site for evidence of site environmental liens and/or activity and use limitations.

- If provided by the client, review ownership records for the site to evaluate probable past site uses and the possible impact on the current environmental status of the site.
- In accordance with the ASTM E1527-13 standard, site-specific information will be requested from the user of the report in the form of a questionnaire, or an interview with a designated representative, at the client's discretion. The questionnaire or interview will include a request for the following information:
 - Information regarding environmental cleanup liens or activity and use limitations associated with the site;
 - An opinion regarding the relationship of the purchase price to the fair market value of the property;
 - A statement of commonly known information about the subject property; and
 - A statement of any specialized knowledge or experience on the part of the purchaser or landowner.
- The visual observations made by Ninyo & Moore will be limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal.
- The reports for the property will be conducted by Ninyo & Moore expressly and solely for the client and its assigns. The evaluations, findings, conclusions, and recommendations contained in the reports will represent the professional judgment and opinion of Ninyo & Moore.
- The reports will be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records. In the event any conditions differing from, or additional to, those described in the reports are encountered at a later time, Ninyo & Moore reserves the right to review such conditions and to modify, as appropriate, the assessments and conclusions given in the reports.
- Any use of, or reliance upon, the information, assessments, or conclusions contained in the reports for purposes other than liability assessment shall be at the sole liability of the party undertaking such use.
- Government agency records will be requested using postal addresses or assessor's parcel numbers (APNs) provided by the client or found during historical review. The OSD shall provide Ninyo & Moore with any known street addresses or APNs for the site.

BUDGET

As shown in Table A, LSA proposes to accomplish the tasks described in this proposed SOW for an estimated LSA fee of \$33,749, including reimbursable expenses. This amount will not be exceeded without your authorization. Fees are charged on an hourly basis, consistent with LSA's Standard Contract Provisions and Billing Rates provided in Attachment A. Direct Costs will be charged per the attached standard contract provisions. The budget includes electronic copies of all draft reports and memorandums, and one paper copy of final reports. This fee is based on past experience regarding the level of effort needed to complete the tasks identified in the SOW.

Table A: LSA Fee Estimate by Task

Task	Total
Traffic and Parking Opportunity and Constraints Analysis	\$6,110
Biological Resources	\$3,540
Cultural Resources	\$3,740
Ambient Noise	\$2,203
Phase I ESA (Ninyo & Moore)	\$10,966
Environmental Letter Report	\$6,390
Labor Subtotal	\$32,949
Other Direct Costs (LSA)	\$800
Total Budget	\$33,749

Should any significant changes to the scope of the tasks identified above be required, a budget adjustment may be necessary. This proposal is valid for a period of 90 days from the date of this letter. If acceptance and authorization to proceed are not received within that period, LSA reserves the right to renegotiate the estimated costs and SOW.

LSA looks forward to working with you on this project. If you have any questions, please contact me at (949) 553-0666. If the terms set forth above are acceptable to you, please sign below and return one original signed copy to LSA at your convenience, and retain one signed copy for your records.

Sincerely,

LSA ASSOCIATES, INC.



Lisa Williams
Associate

Attachment A: Schedule of Standard Contract Provisions and Billing Rates

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company



Authorized Signature

Authorized Signature

Principal

Title

Title

01/26/15

Date

Date

ATTACHMENT A

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus ten percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. LSA offers a one percent discount on invoices paid within 30 days of the invoice date. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

TERMINATION OF CONTRACT

Client may terminate this agreement with seven days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

HOURLY BILLING RATES EFFECTIVE JANUARY 2015

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$130-315
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$90-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$55-100
Field Services							
Senior Field Crew/Field Crew							\$55-85
Office Services							
Research Assistant/Technician							\$45-60
Graphics							\$90-120
Office Assistant							\$60-95
Word Processing/Technical Editing							\$75-95

¹ The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

**LSA IN-HOUSE DIRECT EXPENSES
JANUARY 2015**

	Unit Cost
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On Road	\$.575 per mile
Mileage Off-Road	\$.725 per mile
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Aerial Photo	Cost
Boat Rental	\$50.00/day
Water Quality Meter	\$25.00/day

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **LSA Associates, Inc.** (“Consultant”) with a business address at 20 Executive Park, Suite 200, Irvine, CA 92614. 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.

 (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.

 (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.

 (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: LSA Associates, Inc.
20 Executive Park, Suite 200
Irvine, CA 92614
Attention: Lisa Williams
T: (949) 553-0666
Email: lisa.williams@lsa-assoc.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:

LSA ASSOCIATES INC.:

Lisa A. Franz
Signature

Les Card
Signature

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

Les Card, CEO/Chairman
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2341614

Not Project Related

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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

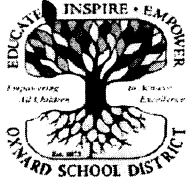
WORK AUTHORIZATION PROCEDURES

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.

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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

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**EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-133**

COMPENSATION & RATE/FEE SCHEDULE

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

HOURLY BILLING RATES EFFECTIVE JUNE 2013

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$125-300
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$55-90
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$35-60
Graphics							\$90-120
Office Assistant							\$60-90
Word Processing/Technical Editing							\$75-95

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**LSA IN-HOUSE DIRECT EXPENSES
JUNE 2013**

	Unit Cost
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On Road	\$.565 per mile
Mileage Off-Road	\$.715 per mile
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Aerial Photo	Cost
Boat Rental	\$50.00/day
Water Quality Meter	\$25.00/day

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

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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.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

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 #13-133

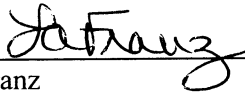
CONFLICT OF INTEREST CHECK

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

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-133**

**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: Ashley Davis

Title: Associate

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: LSA Associates, Inc.

Signature: [Handwritten Signature]

By: Les Card

Its: CEO / Chairman

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- 8. Review of Draft EIR by District Prior to Circulation:**
- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
 - b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

Not Project Related

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-133

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: LSA Associates, Inc. ("LSA")

LSA 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 LSA, 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.

LSA Associates, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-133

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2013


PRODUCER 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.	
	INSURED LSA Associates, Inc. 20 Executive Park, Suite 200, Irvine, CA 92614	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Fire Ins. Co.	19682
	INSURER B: Travelers Property Casualty Co	25674
	INSURER C: Catlin Specialty Ins. Co.	
	INSURER D: Hartford Casualty Insurance Co.	29424
	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"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOF4492	09/30/13	09/30/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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
D		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	57UUNIF1488	09/30/13	09/30/14	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 \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3946T78A	09/30/13	09/30/14	<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	CPV6710060914	09/30/13	09/30/14	\$2,000,000 per claim \$4,000,000 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.
 Project Name/Number: Oxnard School District On-Call CEQA Services/#13-133.
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers as respects to General & Automobile Liability per policy form wording. Such insurance is (See Attached Descriptions)

CERTIFICATE HOLDER Oxnard School District Attn: Tylor Middlestadt, c/o Caldwell Flores Winter, Inc. 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <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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DESCRIPTIONS (Continued from Page 1)

Primary

& Non-contributory with severability of interest clause. See attachments.

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

Oxnard School District
Attn: Tylor Middlestadt, c/o Caldwell
Flores Winter, Inc.
1051 South A Street

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

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.

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

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

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

(b) Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: LSA Associates, Inc.

Policy Number:57UUNIF1488

Policy Effective Dates: 09/30/13

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(s): Cline/Gutierrez/CFW

Date of Meeting: 2/18/15

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

Approval of Work Authorization Letter #002 for Surveying services at the Proposed New Middle School Academy Site at Doris and Patterson pursuant to Master Agreement #13-126 with MNS Engineers, Inc. (Cline/Gutierrez/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved Master Agreement # 13-126 with MNS Engineering, Inc. to perform Land Surveying services related to the design and construction of new school projects and modernizations. The District established a fair, impartial rotation for the assignment of work to each of the firms that were prequalified to perform professional construction services of this nature.

The District is in the process of performing certain testing and inspection services related to the proposed New Middle School Academy site at Doris and Patterson. The testing is required in order to secure California Department of Education (“CDE”) approval for the site prior to acquisition. The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #002 to MNS Engineering, Inc. to perform the required surveying services.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-126
WAL #002
Consultant: **MNS Engineering, Inc. (“MNS”)**
Date Issued: **2/18/15**
Fixed Fee Amount: **\$4,850.00**

The WAL is attached describing the scope of services requested from MNS. MNS’s proposal for the services is also attached for the Board’s reference. The WAL calls for the performance of a survey of the proposed site and to produce a legal description and site map for the proposed site.

FISCAL IMPACT:

The surveying services will be completed for the lump sum fixed fee of:

Four Thousand Eight Hundred Fifty Dollars No Cents [\$4,850.00].

The services will be funded from Measure “R” funds and shall be coded under 6140 – Surveying Fees.

The Board adopted budget for the Doris and Patterson Site acquisition is \$60,000.00. To date the District has expended \$14,625.00 on site testing including preliminary soil testing and geological studies.

CFW will be filing an application with Office of Public School Construction (“OPSC”) for reimbursement of 50% of the site testing and investigation costs related to the site acquisition.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering, & Operations, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #002 for surveying services at the Proposed New Middle School Academy Site per Master Agreement #13-126 with MNS Engineers Inc.

ADDITIONAL MATERIAL(S):

- WAL #002, MNS Engineers Inc. (9 pages)
- MNS Engineers Inc. proposal, dated 12/23/2014 (2 pages)
- Master Agreement #13-126, MNS Engineers Inc. (32 pages)

GOALS:

GOAL FIVE:

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

New Proposed Academy Site located at Doris Ave. & Patterson Rd.

MNS – Survey Services

Attachment “A”

MA #13-126, WAL #002

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

General Overview of Scope of Work

The Land Surveying (“Surveying”) Consultant for the New Proposed Academy Site located at the intersection of Doris Avenue & Patterson Road shall order a new Preliminary Title Report and supporting documents to create the required 20 acre parcel. Based on the record data and the planned data for the proposed street rights of way, the Surveying Consultant will prepare a legal description and exhibit sketch to be used in obtaining approval from California Department of Education for a new school site.

Documentation Standards and Publication

The Surveying Consultant shall prepare documentation based on the School Facilities Planning Division 4.01 requirements.

Communication and Participation

The Surveying Consultant shall maintain all communication about the District’s project through CFW.

The Surveying Consultant shall work closely with CFW in setting precise dates and times to access the twenty (20) acre parcel to minimize disturbances to the farmland tenants’ commerce and the landowners’ interests.

Project Specific Scope of Work Summary:

The New Proposed Academy Site of the Measure “R” Facilities Implementation Program provides for the site acquisition of a twenty (20) acre parcel for a new middle school site development, of which eight (8) acres are proposed to be deeded to the District. The new middle school is being designed to serve as a 6-8 school for up to approximately 1080 students at state loading standards.

- Not Project Related
 Project #13-126

**EXHIBIT B
 TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

COMPENSATION & RATE/FEE SCHEDULE

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

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

Not Project Related

Project #13-126

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:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) 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

Not Project Related

Project #13-126

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.

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

SCOPE OF SERVICES – PROJECT SURVEYOR

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

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

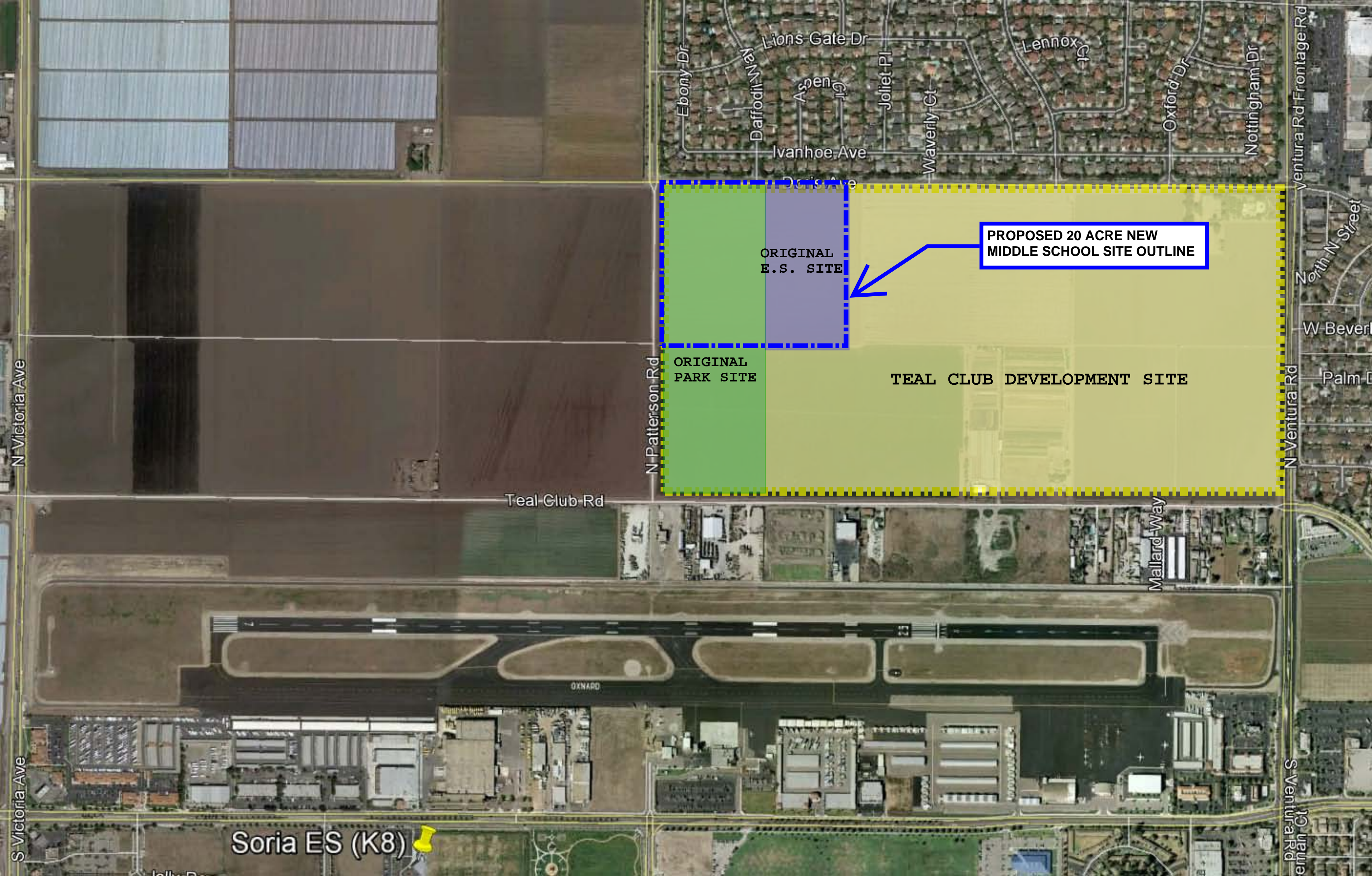
1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.




ORIGINAL
E.S. SITE

PROPOSED 20 ACRE NEW
MIDDLE SCHOOL SITE OUTLINE

ORIGINAL
PARK SITE

TEAL CLUB DEVELOPMENT SITE

Soria ES (K8) 

N Victoria Ave

S Victoria Ave

N Patterson Rd

Teal Club Rd

OXNARD

Mallard Way

N Ventura Rd

S Ventura Rd

Ebony Dr

N M

Lions Gate Dr

Aspen Ct

Ivanhoe Ave

Joliet Pl

Waverly Ct

Lennox Ct

Oxford Dr

Nottingham Dr

Ventura Rd Frontage Rd

North N Street

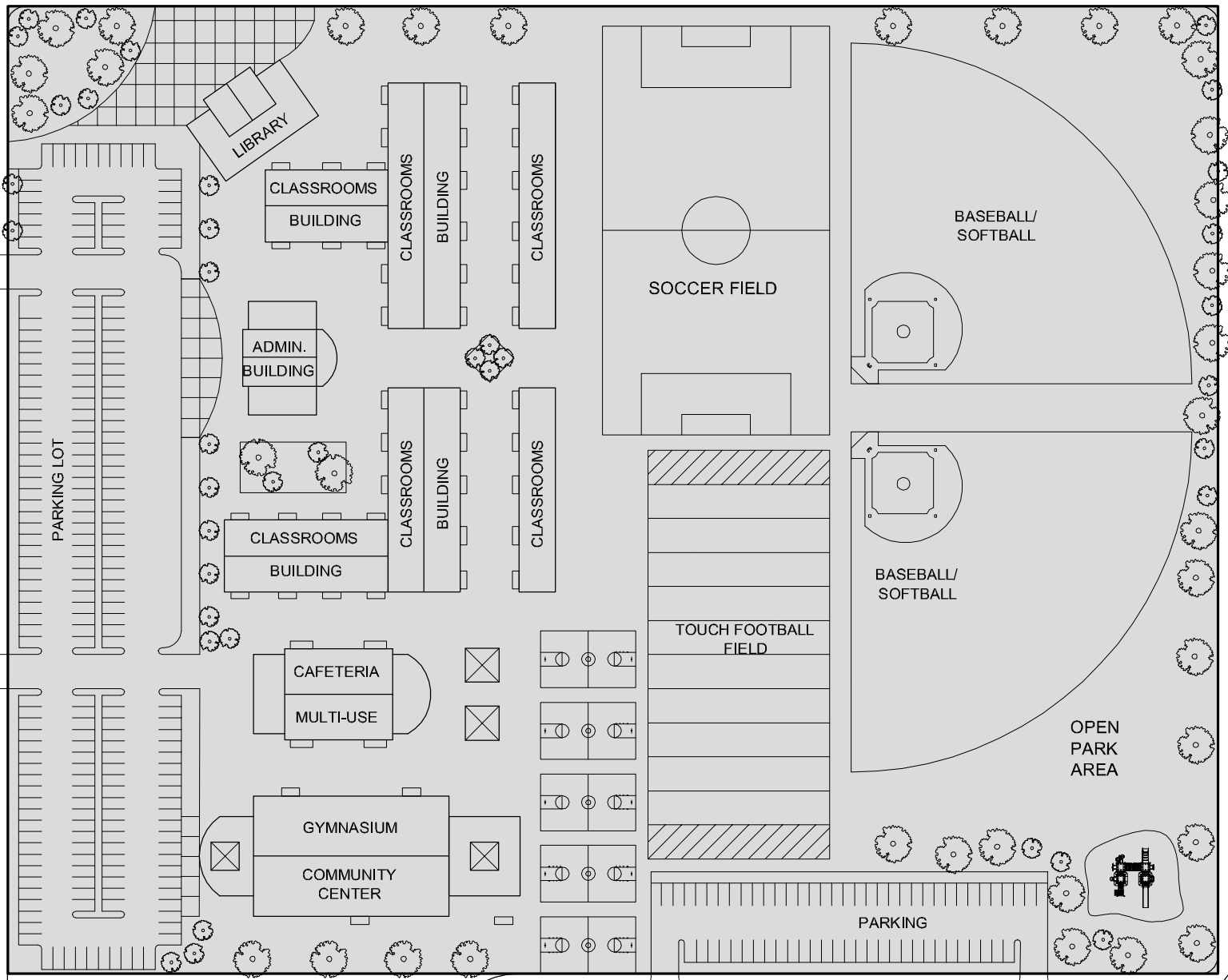
W Bever

Palm D

DORIS AVENUE

DROP - OFF LANE

PATTERSON ROAD





WESTLAKE VILLAGE

4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
805.648.4840 Phone

December 23, 2014

Suzanne Kuric
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035

Re: **Oxnard School District - Doris/Patterson New Proposed Middle School
Survey Services Cost Estimate**

Dear Suzanne,

Thank you for requesting a proposal for our professional surveying services for this project. The following is our proposed scope of services and corresponding fee.

PROPOSED SCOPE OF SERVICES

MNS Engineers will provide a legal description and sketch for the proposed 20 acre Doris/Patterson Middle School parcel that will be used for the approval process with the California Department of Education. This parcel will be a portion of Lot 158 (29 acres) of Patterson Ranch which is adjacent to Patterson Road and Doris Avenue.

This cost estimate includes and is based on MNS ordering a new Preliminary Title Report (PTR) and supporting documents for lot 158 and receiving all planning documents. The planning documents will include basic site layout and all surrounding ultimate street right of ways. The PTR and planning documents will be used to create the required 20 acre parcel. The legal description will be based on record documents only.

MNS will prepare a map by compiling the record data for the fee parcel (Lot 158) and the planned data for the proposed street rights of way. We will submit this map for review with the District to determine the desired configuration of the new parcel. We will then prepare a legal description and exhibit sketch for use in acquiring the new parcel.

This does not include setting any property monuments, preparing a record of survey or establishing the property lines of lot 158 in the field. If this is required it will be provided under a separate contract.

COST ESTIMATE

Preliminary Title Report	\$1,150
Preparation of legal description and sketch	\$3,700

Please let me know if you have any questions regarding this proposal. You can contact me at 805-719-9809 or at ftice@mnsengineers.com.

Sincerely,

MNS Engineers, Inc.

Fred Tice, PLS
Principal Surveyor



STANDARD SCHEDULE OF FEES

Effective July 1, 2014 through June 30, 2015

Surveying

Principal Surveyor/Project Manager	\$200/hr.
Project Surveyor	\$150/hr.
Supervising CADD Technician	\$120/hr.
2 person crew (Prevailing wage)	\$250/hr.
1 person crew (Prevailing Wage)	\$180/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost per agreement.

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 12. A 2 person survey crew is \$250 per hour.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** ("Consultant") with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. 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.

 (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.

 (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.

 (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: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.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 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:

MNS ENGINEERS INC.:

Lisa A. Franz
Signature

[Signature]
Signature

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

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

11-20-13
Date

29 OCTOBER 2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-2000889

- Not Project Related
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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

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.

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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE) (DATE)		
SPECIAL INSTRUCTIONS:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

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

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

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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:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) 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

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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 #13-126

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-126

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
- Project #13-126

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

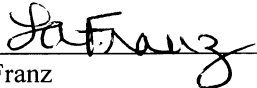
CONFLICT OF INTEREST CHECK

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 #13-126

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**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

- Not Project Related
- Project #13-126

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: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

SCOPE OF SERVICES – PROJECT SURVEYOR

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

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

Not Project Related

Project #13-126

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 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: February 18, 2015

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

LIABILITY CLAIM: VCBA06753A1 (Vaca/Magaña)

On October 15, 2014, the Oxnard School District received a Verified Claim Form from the parent of the claimant who is a minor, and a student with the Oxnard School District.

The claim states that the student's front tooth was broken and an emergency procedure was needed to save the tooth. The claim also states that the District is responsible for the injury because the student was injured while performing an activity assigned by a teacher, under supervision, school hours, and property.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06753A1.

ADDITIONAL MATERIAL

None.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 02/18/15

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

EXPENDITURE TRANSFER REPORT #14-06 (Cline/Penanhoat)

The attached report contains expenditure transfer journals for the period of January 1, 2015 through January 31, 2015 for the 2014-15 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-06 as submitted.

ADDITIONAL MATERIAL

Attached: Expenditure Transfer Report #14-06 (8 pages)

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-06 January 1, 2015 - January 31, 2015

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00201	75207	(019794) 010-9110- - - - -	1/2/15	.00	11,065.15	correct SUI acct
GJ15-00201	75207	(019994) 010-9110-0000-0- - - - -	1/2/15	11,065.15	.00	correct SUI acct
GJ15-00201	75207	(017088) 010-9535-0000-0-0000-0000-000-000-0000-0	1/2/15	.00	11,065.15	correct SUI acct
GJ15-00201	75207	(022618) 010-9535- - - - -	1/2/15	11,065.15	.00	correct SUI acct
GJ15-00202	75232	(015406) 010-5725-0001-0-1110-1000-036-036-0000-0	1/5/15	385.92	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015407) 010-5725-0001-0-1110-1000-038-038-0000-0	1/5/15	28.45	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015492) 010-5725-0790-0-4760-1000-040-040-0000-0	1/5/15	340.32	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015523) 010-5725-9012-0-1110-1000-041-041-0093-9	1/5/15	80.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015411) 010-5725-0001-0-1110-1000-044-044-0000-0	1/5/15	786.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015412) 010-5725-0001-0-1110-1000-046-046-0000-0	1/5/15	639.33	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015414) 010-5725-0001-0-1110-1000-050-050-0000-0	1/5/15	6.50	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015415) 010-5725-0001-0-1110-1000-051-051-0000-0	1/5/15	677.03	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015420) 010-5725-0001-0-1110-1000-056-056-0000-0	1/5/15	447.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015422) 010-5725-0001-0-1110-1000-058-058-0000-0	1/5/15	579.60	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(035615) 010-5725-9015-0-1110-1000-058-380-0BPP-0	1/5/15	41.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015423) 010-5725-0001-0-1110-1000-060-060-0000-0	1/5/15	341.60	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	1/5/15	614.71	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015365) 010-5725-0000-0-0000-7150-006-100-0020-0	1/5/15	360.60	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015371) 010-5725-0000-0-0000-7400-001-210-0690-0	1/5/15	93.84	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015359) 010-5725-0000-0-0000-2100-006-300-0050-0	1/5/15	1,355.10	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015428) 010-5725-3010-0-1110-1000-001-300-0000-0	1/5/15	76.40	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015488) 010-5725-0790-0-4760-1000-001-330-0000-0	1/5/15	625.94	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015517) 010-5725-9005-0-0001-2100-001-335-0NFL-0	1/5/15	465.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015484) 010-5725-6500-0-5001-2100-001-380-0260-0	1/5/15	120.00	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015367) 010-5725-0000-0-0000-7200-001-600-0700-0	1/5/15	66.36	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015514) 010-5725-8150-0-0000-8110-002-630-0740-0	1/5/15	28.45	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	1/5/15	.00	8,159.15	Publication Recharges Nov. 2014
GJ15-00202	75232	(019994) 010-9110-0000-0- - - - -	1/5/15	6,283.25	.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(019997) 010-9110-0001-0- - - - -	1/5/15	.00	4,506.14	Publication Recharges Nov. 2014
GJ15-00202	75232	(023193) 010-9110-0790-0- - - - -	1/5/15	.00	966.26	Publication Recharges Nov. 2014
GJ15-00202	75232	(020321) 010-9110-3010-0- - - - -	1/5/15	.00	76.40	Publication Recharges Nov. 2014
GJ15-00202	75232	(020057) 010-9110-6500-0- - - - -	1/5/15	.00	120.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(020087) 010-9110-8150-0- - - - -	1/5/15	.00	28.45	Publication Recharges Nov. 2014
GJ15-00202	75232	(020326) 010-9110-9005-0- - - - -	1/5/15	.00	465.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(020096) 010-9110-9012-0- - - - -	1/5/15	.00	80.00	Publication Recharges Nov. 2014
GJ15-00202	75232	(020105) 010-9110-9015-0- - - - -	1/5/15	.00	41.00	Publication Recharges Nov. 2014
GJ15-00203	75784	(016259) 010-8631-0000-0-0000-0000-000-000-0000-0	1/7/15	16.28	.00	Surplus tax moved to 9552
GJ15-00203	75784	(021004) 010-9552-0000-0- - - - -	1/7/15	.00	16.28	Surplus tax moved to 9552
GJ15-00204	75790	(034424) 010-5200-0000-0-0000-7400-006-200-0000-0	1/8/15	.00	450.00	Correct Resource R15-01115
GJ15-00204	75790	(032519) 010-5200-3010-0-0000-2700-001-200-0000-0	1/8/15	450.00	.00	Correct Resource R15-01115
GJ15-00204	75790	(019994) 010-9110-0000-0- - - - -	1/8/15	450.00	.00	Correct Resource R15-01115
GJ15-00204	75790	(020321) 010-9110-3010-0- - - - -	1/8/15	.00	450.00	Correct Resource R15-01115
GJ15-00205	75873	(032521) 010-5631-0790-0-1110-1000-066-066-0000-0	1/8/15	.00	1,950.00	PO # P15-00096
GJ15-00205	75873	(014998) 010-5631-0001-0-1110-1000-066-066-0000-0	1/8/15	1,950.00	.00	PO # P15-00096
GJ15-00205	75873	(019997) 010-9110-0001-0- - - - -	1/8/15	.00	1,950.00	PO # P15-00096

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00205	75873	(023193) 010-9110-0790-0- - - - -	1/8/15	1,950.00	.00	PO # P15-00096
GJ15-00211	76659	(013428) 010-4200-0001-0-1110-1000-052-052-0000-0	1/13/15	.00	842.91	PO # P15-01172 & P15-01920
GJ15-00211	76659	(013428) 010-4200-0001-0-1110-1000-052-052-0000-0	1/13/15	.00	545.36	PO # P15-01172 & P15-01920
GJ15-00211	76659	(013482) 010-4200-0790-0-4760-1000-052-052-0000-0	1/13/15	1,388.27	.00	PO # P15-01172 & P15-01920
GJ15-00211	76659	(019997) 010-9110-0001-0- - - - -	1/13/15	1,388.27	.00	PO # P15-01172 & P15-01920
GJ15-00211	76659	(023193) 010-9110-0790-0- - - - -	1/13/15	.00	1,388.27	PO # P15-01172 & P15-01920
GJ15-00212	76661	(034196) 010-4300-0790-0-1110-1000-052-052-1020-0	1/13/15	.00	370.00	PO# P15-02233 & P15-01638 & P15-01698
GJ15-00212	76661	(034196) 010-4300-0790-0-1110-1000-052-052-1020-0	1/13/15	.00	459.00	PO# P15-02233 & P15-01638 & P15-01698
GJ15-00212	76661	(034196) 010-4300-0790-0-1110-1000-052-052-1020-0	1/13/15	.00	743.98	PO# P15-02233 & P15-01638 & P15-01698
GJ15-00212	76661	(013795) 010-4300-0790-0-4760-1000-052-052-0000-0	1/13/15	1,572.98	.00	PO# P15-02233 & P15-01638 & P15-01698
GJ15-00213	76812	(034196) 010-4300-0790-0-1110-1000-052-052-1020-0	1/13/15	.00	3,707.14	PO # P15-01974
GJ15-00213	76812	(013606) 010-4300-0001-0-0000-2700-052-052-0000-0	1/13/15	3,707.14	.00	PO # P15-01974
GJ15-00213	76812	(019997) 010-9110-0001-0- - - - -	1/13/15	.00	3,707.14	PO # P15-01974
GJ15-00213	76812	(023193) 010-9110-0790-0- - - - -	1/13/15	3,707.14	.00	PO # P15-01974
GJ15-00214	76813	(014487) 010-5200-0001-0-1110-1000-052-052-0000-0	1/13/15	75.00	.00	PO# P15-00117
GJ15-00214	76813	(015636) 010-5800-0001-0-1110-1000-052-052-0000-0	1/13/15	.00	75.00	PO# P15-00117
GJ15-00215	76815	(035840) 010-5712-0001-0-1110-1000-052-052-0000-0	1/13/15	.00	127.42	GJ15-00131_Durham Recharges_Oct 2014
GJ15-00215	76815	(035141) 010-5712-0790-0-4760-1000-052-052-0000-0	1/13/15	127.42	.00	GJ15-00131_Durham Recharges_Oct 2014
GJ15-00215	76815	(019997) 010-9110-0001-0- - - - -	1/13/15	127.42	.00	GJ15-00131_Durham Recharges_Oct 2014
GJ15-00215	76815	(023193) 010-9110-0790-0- - - - -	1/13/15	.00	127.42	GJ15-00131_Durham Recharges_Oct 2014
GJ15-00216	76835	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	1/14/15	85.35	.00	Publication Recharges Nov. 2014
GJ15-00216	76835	(036357) 010-5725-7405-0-1110-1000-000-300-0150-0	1/14/15	1,615.50	.00	Publication Recharges Nov. 2014
GJ15-00216	76835	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	1/14/15	.00	1,700.85	Publication Recharges Nov. 2014
GJ15-00216	76835	(019994) 010-9110-0000-0- - - - -	1/14/15	1,700.85	.00	Publication Recharges Nov. 2014
GJ15-00216	76835	(019997) 010-9110-0001-0- - - - -	1/14/15	.00	85.35	Publication Recharges Nov. 2014
GJ15-00216	76835	(021155) 010-9110-7405-0- - - - -	1/14/15	.00	1,615.50	Publication Recharges Nov. 2014
GJ15-00217	77482	(021116) 130-8220-5370-0-0000-0000-000-000-0000-0	1/20/15	19,345.77	.00	Clear PY Receivable CRT-20695 FFVP
GJ15-00217	77482	(033065) 130-9200-5370-0- - - - -	1/20/15	.00	19,345.77	Clear PY Receivable CRT-20695 FFVP
GJ15-00218	77483	(016430) 010-8792-6500-0-5001-0000-000-000-0000-0	1/20/15	.00	247.17	Clear PY Receivable
GJ15-00218	77483	(020982) 010-9201-6500-0- - - - -	1/20/15	247.17	.00	Clear PY Receivable
GJ15-00219	77484	(014021) 010-4318-9010-0-0000-7700-001-350-0850-0	1/20/15	3,235.67	.00	Clear PY - 2013/14 Microsoft Unallowable Expenditures
GJ15-00219	77484	(033055) 010-9200-9010-0- - - - -	1/20/15	.00	3,235.67	Clear PY - 2013/14 Microsoft Unallowable Expenditures
GJ15-00220	77522	(013824) 010-4300-9012-0-1110-1000-001-335-0CLP-9	1/20/15	7,303.21	.00	Unpaid Receivable NFL
GJ15-00220	77522	(020326) 010-9110-9005-0- - - - -	1/20/15	7,303.21	.00	Unpaid Receivable NFL
GJ15-00220	77522	(020096) 010-9110-9012-0- - - - -	1/20/15	.00	7,303.21	Unpaid Receivable NFL
GJ15-00220	77522	(034293) 010-9200-9005-0- - - - -	1/20/15	.00	7,303.21	Unpaid Receivable NFL
GJ15-00223	77827	(015030) 010-5631-0790-0-1110-1000-032-032-0000-0	1/21/15	.00	3,200.00	correct LCFF expense - SORIA
GJ15-00223	77827	(030898) 010-5631-0001-0-1110-1000-032-032-0032-0	1/21/15	3,200.00	.00	correct LCFF expense - SORIA
GJ15-00223	77827	(019997) 010-9110-0001-0- - - - -	1/21/15	.00	3,200.00	correct LCFF expense - SORIA
GJ15-00223	77827	(023193) 010-9110-0790-0- - - - -	1/21/15	3,200.00	.00	correct LCFF expense - SORIA
GJ15-00224	77838	(002904) 010-2425-0001-0-0000-2700-048-048-0000-0	1/21/15	.00	423.36	M. Guzman acct corr
GJ15-00224	77838	(036037) 010-2425-0000-0-0000-2700-048-910-0000-0	1/21/15	423.36	.00	M. Guzman acct corr
GJ15-00224	77838	(025956) 010-3302-0001-0-0000-2700-048-048-0000-0	1/21/15	.00	32.39	M. Guzman acct corr
GJ15-00224	77838	(036040) 010-3302-0000-0-0000-2700-048-910-0000-0	1/21/15	32.39	.00	M. Guzman acct corr
GJ15-00224	77838	(025958) 010-3502-0001-0-0000-2700-048-048-0000-0	1/21/15	.00	.22	M. Guzman acct corr

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00224	77838	(036042) 010-3502-0000-0-0000-2700-048-910-0000-0	1/21/15	.22	.00	M. Guzman acct corr
GJ15-00224	77838	(025959) 010-3602-0001-0-0000-2700-048-048-0000-0	1/21/15	.00	13.89	M. Guzman acct corr
GJ15-00224	77838	(036043) 010-3602-0000-0-0000-2700-048-910-0000-0	1/21/15	13.89	.00	M. Guzman acct corr
GJ15-00224	77838	(019994) 010-9110-0000-0- - - - -	1/21/15	.00	469.86	M. Guzman acct corr
GJ15-00224	77838	(019997) 010-9110-0001-0- - - - -	1/21/15	469.86	.00	M. Guzman acct corr
GJ15-00225	78071	(015421) 010-5725-0001-0-1110-1000-057-057-0000-0	1/22/15	90.60	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015413) 010-5725-0001-0-1110-1000-048-048-0000-0	1/22/15	480.66	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015497) 010-5725-0790-0-4760-1000-048-048-0000-0	1/22/15	20.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015406) 010-5725-0001-0-1110-1000-036-036-0000-0	1/22/15	88.45	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015407) 010-5725-0001-0-1110-1000-038-038-0000-0	1/22/15	131.60	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015408) 010-5725-0001-0-1110-1000-040-040-0000-0	1/22/15	273.20	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015414) 010-5725-0001-0-1110-1000-050-050-0000-0	1/22/15	6.50	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015417) 010-5725-0001-0-1110-1000-053-053-0000-0	1/22/15	629.20	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	1/22/15	30.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015365) 010-5725-0000-0-0000-7150-006-100-0020-0	1/22/15	1,758.26	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(036658) 010-5725-9015-0-7110-1000-001-335-OEFR-9	1/22/15	27.50	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015371) 010-5725-0000-0-0000-7400-001-210-0690-0	1/22/15	143.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015359) 010-5725-0000-0-0000-2100-006-300-0050-0	1/22/15	3,248.28	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015428) 010-5725-3010-0-1110-1000-001-300-0000-0	1/22/15	36.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015483) 010-5725-6010-0-1110-1000-001-315-0000-0	1/22/15	59.80	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015488) 010-5725-0790-0-4760-1000-001-330-0000-0	1/22/15	580.80	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015517) 010-5725-9005-0-0001-2100-001-335-0NFL-0	1/22/15	210.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(036143) 010-5725-3320-0-5730-1110-001-380-0264-0	1/22/15	113.80	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015376) 010-5725-0000-0-0000-7700-001-350-0055-0	1/22/15	3,054.60	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015366) 010-5725-0000-0-0000-7200-001-600-0310-0	1/22/15	1,385.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015367) 010-5725-0000-0-0000-7200-001-600-0700-0	1/22/15	356.68	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015370) 010-5725-0000-0-0000-7390-001-610-0700-0	1/22/15	120.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015373) 010-5725-0000-0-0000-7530-001-650-0700-0	1/22/15	135.60	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015374) 010-5725-0000-0-0000-7540-003-650-0720-0	1/22/15	120.00	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	1/22/15	.00	240.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	1/22/15	.00	12,859.53	Publication Recharges Dec. 2014
GJ15-00225	78071	(019994) 010-9110-0000-0- - - - -	1/22/15	2,778.11	.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(019997) 010-9110-0001-0- - - - -	1/22/15	.00	1,730.21	Publication Recharges Dec. 2014
GJ15-00225	78071	(023193) 010-9110-0790-0- - - - -	1/22/15	.00	600.80	Publication Recharges Dec. 2014
GJ15-00225	78071	(020321) 010-9110-3010-0- - - - -	1/22/15	.00	36.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(020496) 010-9110-3320-0- - - - -	1/22/15	.00	113.80	Publication Recharges Dec. 2014
GJ15-00225	78071	(020716) 010-9110-6010-0- - - - -	1/22/15	.00	59.80	Publication Recharges Dec. 2014
GJ15-00225	78071	(020326) 010-9110-9005-0- - - - -	1/22/15	.00	210.00	Publication Recharges Dec. 2014
GJ15-00225	78071	(020105) 010-9110-9015-0- - - - -	1/22/15	.00	27.50	Publication Recharges Dec. 2014
GJ15-00226	78153	(006367) 010-3302-3010-0-1110-1000-038-038-0000-0	1/22/15	3.27	.00	Transfer Babysitting Fringes
GJ15-00226	78153	(030854) 010-3302-3010-0-1110-1000-038-038-0EAO-0	1/22/15	.00	3.27	Transfer Babysitting Fringes
GJ15-00226	78153	(008741) 010-3502-3010-0-1110-1000-038-038-0000-0	1/22/15	.02	.00	Transfer Babysitting Fringes
GJ15-00226	78153	(030856) 010-3502-3010-0-1110-1000-038-038-0EAO-0	1/22/15	.00	.02	Transfer Babysitting Fringes
GJ15-00226	78153	(010408) 010-3602-3010-0-1110-1000-038-038-0000-0	1/22/15	1.41	.00	Transfer Babysitting Fringes
GJ15-00226	78153	(030857) 010-3602-3010-0-1110-1000-038-038-0EAO-0	1/22/15	.00	1.41	Transfer Babysitting Fringes

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00227	78181	(035409) 010-2253-0790-0-1110-2420-054-054-0000-0	1/22/15	.00	4,411.16	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(036700) 010-2253-0790-0-1110-2420-054-910-0000-0	1/22/15	4,411.16	.00	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(035412) 010-3302-0790-0-1110-2420-054-054-0000-0	1/22/15	.00	337.45	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(036703) 010-3302-0790-0-1110-2420-054-910-0000-0	1/22/15	337.45	.00	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(035414) 010-3502-0790-0-1110-2420-054-054-0000-0	1/22/15	.00	2.21	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(036705) 010-3502-0790-0-1110-2420-054-910-0000-0	1/22/15	2.21	.00	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(035415) 010-3602-0790-0-1110-2420-054-054-0000-0	1/22/15	.00	144.77	Salary Correction - Rosene, Sandra
GJ15-00227	78181	(036706) 010-3602-0790-0-1110-2420-054-910-0000-0	1/22/15	144.77	.00	Salary Correction - Rosene, Sandra
GJ15-00228	78191	(002274) 010-2111-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	66.21	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(002335) 010-2111-0790-0-4760-1000-054-054-0000-0	1/22/15	66.21	.00	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(004781) 010-3202-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	7.79	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(005107) 010-3202-0790-0-4760-1000-054-054-0000-0	1/22/15	7.79	.00	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(006388) 010-3302-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	5.06	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(006741) 010-3302-0790-0-4760-1000-054-054-0000-0	1/22/15	5.06	.00	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(008762) 010-3502-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	.03	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(009116) 010-3502-0790-0-4760-1000-054-054-0000-0	1/22/15	.03	.00	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(010429) 010-3602-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	2.17	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(010786) 010-3602-0790-0-4760-1000-054-054-0000-0	1/22/15	2.17	.00	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(023193) 010-9110-0790-0- - - - -	1/22/15	.00	81.26	Salary Correction - Mendez, Cindy
GJ15-00228	78191	(020321) 010-9110-3010-0- - - - -	1/22/15	81.26	.00	Salary Correction - Mendez, Cindy
GJ15-00229	78193	(001419) 010-1122-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	70.00	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(034479) 010-1122-0001-0-1110-1000-054-054-0000-0	1/22/15	70.00	.00	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(003828) 010-3101-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	6.22	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(034480) 010-3101-0001-0-1110-1000-054-054-0000-0	1/22/15	6.22	.00	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(009608) 010-3601-3010-0-1110-1000-054-054-0000-0	1/22/15	.00	2.30	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(034485) 010-3601-0001-0-1110-1000-054-054-0000-0	1/22/15	2.30	.00	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(019997) 010-9110-0001-0- - - - -	1/22/15	.00	78.52	Salary Correction, Mahoney-Earnest, Carol
GJ15-00229	78193	(020321) 010-9110-3010-0- - - - -	1/22/15	78.52	.00	Salary Correction, Mahoney-Earnest, Carol
GJ15-00230	78370	(021061) 130-4700-5370-0-0000-3700-040-640-0000-0	1/23/15	123.30	.00	correction to CNS charge
GJ15-00230	78370	(021059) 130-4700-5370-0-0000-3700-038-640-0000-0	1/23/15	.00	123.30	correction to CNS charge
GJ15-00231	78385	(003460) 010-2912-0001-0-1110-1000-054-054-0320-5	1/23/15	2,429.31	.00	Salary Correction - De La Rosa, M
GJ15-00231	78385	(003498) 010-2915-0001-0-0000-2495-054-054-0000-0	1/23/15	.00	2,429.31	Salary Correction - De La Rosa, M
GJ15-00231	78385	(029260) 010-3202-0001-0-0000-2495-054-054-0000-0	1/23/15	.00	285.95	Salary Correction - De La Rosa, M
GJ15-00231	78385	(004669) 010-3202-0001-0-1110-1000-054-054-0320-5	1/23/15	285.95	.00	Salary Correction - De La Rosa, M
GJ15-00231	78385	(029259) 010-3302-0001-0-0000-2495-054-054-0000-0	1/23/15	.00	185.84	Salary Correction - De La Rosa, M
GJ15-00231	78385	(006258) 010-3302-0001-0-1110-1000-054-054-0320-5	1/23/15	185.84	.00	Salary Correction - De La Rosa, M
GJ15-00231	78385	(029262) 010-3502-0001-0-0000-2495-054-054-0000-0	1/23/15	.00	1.21	Salary Correction - De La Rosa, M
GJ15-00231	78385	(008632) 010-3502-0001-0-1110-1000-054-054-0320-5	1/23/15	1.21	.00	Salary Correction - De La Rosa, M
GJ15-00231	78385	(029263) 010-3602-0001-0-0000-2495-054-054-0000-0	1/23/15	.00	79.73	Salary Correction - De La Rosa, M
GJ15-00231	78385	(010299) 010-3602-0001-0-1110-1000-054-054-0320-5	1/23/15	79.73	.00	Salary Correction - De La Rosa, M
GJ15-00232	78430	(014436) 010-5200-0000-0-0000-7110-001-100-0010-0	1/23/15	.00	396.20	R15-02103
GJ15-00232	78430	(014737) 010-5227-0000-0-0000-7110-001-100-0010-0	1/23/15	396.20	.00	R15-02103
GJ15-00233	78431	(014436) 010-5200-0000-0-0000-7110-001-100-0010-0	1/23/15	.00	182.60	R15-02435
GJ15-00233	78431	(014737) 010-5227-0000-0-0000-7110-001-100-0010-0	1/23/15	182.60	.00	R15-02435
GJ15-00234	78440	(014436) 010-5200-0000-0-0000-7110-001-100-0010-0	1/23/15	.00	391.34	R15-00137

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00234	78440	(014733) 010-5220-0000-0-0000-7110-001-100-0010-0	1/23/15	391.34	.00	R15-00137
GJ15-00235	78442	(032506) 010-5755-0000-0-0000-7150-001-100-0073-0	1/23/15	6,753.80	.00	CNS Catering Inv C090387
GJ15-00235	78442	(034531) 010-5755-0000-0-0000-7150-006-100-0020-0	1/23/15	.00	6,753.80	CNS Catering Inv C090387
GJ15-00236	78454	(015589) 010-5800-0000-0-0000-7700-001-350-0055-0	1/23/15	.00	13,480.00	P15-00712 Trebron Virus Protection
GJ15-00236	78454	(015592) 010-5800-0000-0-0000-7700-001-920-0700-0	1/23/15	13,480.00	.00	P15-00712 Trebron Virus Protection
GJ15-00237	78455	(003181) 010-2435-0001-0-0000-2700-054-054-0000-0	1/23/15	.00	1,078.55	Salary Correction - Garibay, Luis
GJ15-00237	78455	(003201) 010-2435-3010-0-0000-2420-054-054-0000-0	1/23/15	1,078.55	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(026117) 010-3202-0001-0-0000-2700-054-054-0000-0	1/23/15	.00	77.91	Salary Correction - Garibay, Luis
GJ15-00237	78455	(004739) 010-3202-3010-0-0000-2420-054-054-0000-0	1/23/15	77.91	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(026118) 010-3302-0001-0-0000-2700-054-054-0000-0	1/23/15	.00	82.51	Salary Correction - Garibay, Luis
GJ15-00237	78455	(006332) 010-3302-3010-0-0000-2420-054-054-0000-0	1/23/15	82.51	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(026120) 010-3502-0001-0-0000-2700-054-054-0000-0	1/23/15	.00	.54	Salary Correction - Garibay, Luis
GJ15-00237	78455	(008706) 010-3502-3010-0-0000-2420-054-054-0000-0	1/23/15	.54	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(026121) 010-3602-0001-0-0000-2700-054-054-0000-0	1/23/15	.00	35.40	Salary Correction - Garibay, Luis
GJ15-00237	78455	(010373) 010-3602-3010-0-0000-2420-054-054-0000-0	1/23/15	35.40	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(019997) 010-9110-0001-0- - - - -	1/23/15	1,274.91	.00	Salary Correction - Garibay, Luis
GJ15-00237	78455	(020321) 010-9110-3010-0- - - - -	1/23/15	.00	1,274.91	Salary Correction - Garibay, Luis
GJ15-00238	78572	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/23/15	1,018.34	.00	District Field Trips
GJ15-00238	78572	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/23/15	.00	1,018.34	District Field Trips
GJ15-00238	78572	(019994) 010-9110-0000-0- - - - -	1/23/15	1,018.34	.00	District Field Trips
GJ15-00238	78572	(020716) 010-9110-6010-0- - - - -	1/23/15	.00	1,018.34	District Field Trips
GJ15-00239	78573	(035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0	1/23/15	119.52	.00	District Field Trip
GJ15-00239	78573	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/23/15	.00	119.52	District Field Trip
GJ15-00239	78573	(019994) 010-9110-0000-0- - - - -	1/23/15	119.52	.00	District Field Trip
GJ15-00239	78573	(020105) 010-9110-9015-0- - - - -	1/23/15	.00	119.52	District Field Trip
GJ15-00240	78586	(015438) 010-5725-3010-0-1110-1000-048-048-0000-0	1/26/15	110.00	.00	Publication Recharges Dec. 2014
GJ15-00240	78586	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	1/26/15	.00	110.00	Publication Recharges Dec. 2014
GJ15-00240	78586	(019994) 010-9110-0000-0- - - - -	1/26/15	110.00	.00	Publication Recharges Dec. 2014
GJ15-00240	78586	(020321) 010-9110-3010-0- - - - -	1/26/15	.00	110.00	Publication Recharges Dec. 2014
GJ15-00241	78607	(020433) 010-1999-9999- - - - -	1/26/15	.00	120.04	correct error acct
GJ15-00241	78607	(006235) 010-3302-0001-0-1110-1000-038-038-0320-0	1/26/15	83.62	.00	correct error acct
GJ15-00241	78607	(008609) 010-3502-0001-0-1110-1000-038-038-0320-0	1/26/15	.55	.00	correct error acct
GJ15-00241	78607	(010276) 010-3602-0001-0-1110-1000-038-038-0320-0	1/26/15	35.87	.00	correct error acct
GJ15-00241	78607	(019997) 010-9110-0001-0- - - - -	1/26/15	.00	120.04	correct error acct
GJ15-00241	78607	(020434) 010-9110-9999- - - - -	1/26/15	120.04	.00	correct error acct
GJ15-00242	78639	(014604) 010-5200-0790-0-4760-1000-001-330-0000-0	1/26/15	.00	231.07	Clear 9510 credit
GJ15-00242	78639	(032771) 010-9510-0790-0- - - - -	1/26/15	231.07	.00	Clear 9510 credit
GJ15-00243	78642	(035346) 010-5400-0000-0-0000-2700-052-660-0790-0	1/26/15	.00	10,000.00	R15-02090 Account Code Correction
GJ15-00243	78642	(035348) 010-5400-0000-0-0000-2700-058-660-0790-0	1/26/15	10,000.00	.00	R15-02090 Account Code Correction
GJ15-00244	78725	(015651) 010-5800-3010-0-1110-1000-004-315-0000-0	1/26/15	.00	2,968.28	clear 9511 credit
GJ15-00244	78725	(015743) 010-5800-6500-0-5750-1180-001-380-0NPS-0	1/26/15	.00	725.00	clear 9511 credit
GJ15-00244	78725	(019994) 010-9110-0000-0- - - - -	1/26/15	.00	3,693.28	clear 9511 credit
GJ15-00244	78725	(020321) 010-9110-3010-0- - - - -	1/26/15	2,968.28	.00	clear 9511 credit
GJ15-00244	78725	(020057) 010-9110-6500-0- - - - -	1/26/15	725.00	.00	clear 9511 credit
GJ15-00244	78725	(020793) 010-9511-0000-0- - - - -	1/26/15	2,968.28	.00	clear 9511 credit

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GJ15-00244	78725	(020793) 010-9511-0000-0- - - - -	1/26/15	725.00	.00	clear 9511 credit
GJ15-00245	78993	(032542) 010-1160-3010-1-1110-1000-051-051-0000-0	1/28/15	.00	3,253.60	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(036760) 010-1160-3010-0-1110-1000-051-051-0000-0	1/28/15	3,253.60	.00	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(032544) 010-3101-3010-1-1110-1000-051-051-0000-0	1/28/15	.00	266.32	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(003822) 010-3101-3010-0-1110-1000-051-051-0000-0	1/28/15	266.32	.00	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(032546) 010-3301-3010-1-1110-1000-051-051-0000-0	1/28/15	.00	62.96	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(005583) 010-3301-3010-0-1110-1000-051-051-0000-0	1/28/15	62.96	.00	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(032548) 010-3501-3010-1-1110-1000-051-051-0000-0	1/28/15	.00	1.64	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(007949) 010-3501-3010-0-1110-1000-051-051-0000-0	1/28/15	1.64	.00	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(032549) 010-3601-3010-1-1110-1000-051-051-0000-0	1/28/15	.00	106.78	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(009602) 010-3601-3010-0-1110-1000-051-051-0000-0	1/28/15	106.78	.00	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(020321) 010-9110-3010-0- - - - -	1/28/15	.00	3,691.30	Transfer Salaries our of R3010 PY1
GJ15-00245	78993	(032543) 010-9110-3010-1- - - - -	1/28/15	3,691.30	.00	Transfer Salaries our of R3010 PY1
GJ15-00246	78608	(020433) 010-1999-9999- - - - -	1/26/15	.00	33.77	correct error acct
GJ15-00246	78608	(024531) 010-3701-6500-0-5750-1110-053-910-0260-1	1/26/15	30.31	.00	correct error acct
GJ15-00246	78608	(033970) 010-3751-6500-0-5750-1110-038-910-0260-1	1/26/15	3.46	.00	correct error acct
GJ15-00246	78608	(020057) 010-9110-6500-0- - - - -	1/26/15	.00	33.77	correct error acct
GJ15-00246	78608	(020434) 010-9110-9999- - - - -	1/26/15	33.77	.00	correct error acct
GJ15-00247	79040	(017679) 120-2110-6105-0-0001-1000-054-335-0000-0	1/28/15	86.80	.00	Vasquez, AnaLilia
GJ15-00247	79040	(022763) 120-2110-6105-0-0001-1000-054-335-0c30-0	1/28/15	.00	86.80	Vasquez, AnaLilia
GJ15-00247	79040	(029372) 120-3102-6105-0-0001-1000-054-335-0000-0	1/28/15	7.71	.00	Vasquez, AnaLilia
GJ15-00247	79040	(017732) 120-3102-6105-0-0001-1000-054-335-0c30-0	1/28/15	.00	7.71	Vasquez, AnaLilia
GJ15-00247	79040	(029370) 120-3302-6105-0-0001-1000-054-335-0000-0	1/28/15	1.25	.00	Vasquez, AnaLilia
GJ15-00247	79040	(017800) 120-3302-6105-0-0001-1000-054-335-0c30-0	1/28/15	.00	1.25	Vasquez, AnaLilia
GJ15-00247	79040	(029373) 120-3502-6105-0-0001-1000-054-335-0000-0	1/28/15	.04	.00	Vasquez, AnaLilia
GJ15-00247	79040	(017863) 120-3502-6105-0-0001-1000-054-335-0c30-0	1/28/15	.00	.04	Vasquez, AnaLilia
GJ15-00247	79040	(029374) 120-3602-6105-0-0001-1000-054-335-0000-0	1/28/15	2.85	.00	Vasquez, AnaLilia
GJ15-00247	79040	(017904) 120-3602-6105-0-0001-1000-054-335-0c30-0	1/28/15	.00	2.85	Vasquez, AnaLilia
GJ15-00248	79174	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/29/15	897.17	.00	District Field Trips - Jan 2015
GJ15-00248	79174	(035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0	1/29/15	365.95	.00	District Field Trips - Jan 2015
GJ15-00248	79174	(015287) 010-5712-0790-0-4760-1000-051-051-0000-0	1/29/15	428.57	.00	District Field Trips - Jan 2015
GJ15-00248	79174	(015310) 010-5712-9012-0-1110-1000-048-048-0093-9	1/29/15	338.43	.00	District Field Trips - Jan 2015
GJ15-00248	79174	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/29/15	.00	2,030.12	District Field Trips - Jan 2015
GJ15-00248	79174	(019994) 010-9110-0000-0- - - - -	1/29/15	2,030.12	.00	District Field Trips - Jan 2015
GJ15-00248	79174	(023193) 010-9110-0790-0- - - - -	1/29/15	.00	428.57	District Field Trips - Jan 2015
GJ15-00248	79174	(020716) 010-9110-6010-0- - - - -	1/29/15	.00	897.17	District Field Trips - Jan 2015
GJ15-00248	79174	(020096) 010-9110-9012-0- - - - -	1/29/15	.00	338.43	District Field Trips - Jan 2015
GJ15-00248	79174	(020105) 010-9110-9015-0- - - - -	1/29/15	.00	365.95	District Field Trips - Jan 2015
GJ15-00249	79552	(007114) 010-3401-6010-0-1110-1000-001-315-0000-0	1/29/15	.00	879.64	correction 6010
GJ15-00249	79552	(006973) 010-3401-0000-0-1110-1000-036-910-0000-1	1/29/15	88.33	.00	correction 6010
GJ15-00249	79552	(006986) 010-3401-0000-0-1110-1000-055-910-0000-1	1/29/15	145.26	.00	correction 6010
GJ15-00249	79552	(006976) 010-3401-0000-0-1110-1000-041-910-0000-1	1/29/15	109.97	.00	correction 6010
GJ15-00249	79552	(007027) 010-3401-0000-0-4760-1000-056-910-0000-1	1/29/15	10.25	.00	correction 6010
GJ15-00249	79552	(006989) 010-3401-0000-0-1110-1000-058-910-0000-1	1/29/15	18.16	.00	correction 6010
GJ15-00249	79552	(006988) 010-3401-0000-0-1110-1000-057-910-0000-1	1/29/15	51.95	.00	correction 6010

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-06 January 1, 2015 - January 31, 2015

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00249	79552	(006982) 010-3401-0000-0-1110-1000-051-910-0000-1	1/29/15	.06	.00	correction 6010
GJ15-00249	79552	(006991) 010-3401-0000-0-1110-1000-066-910-0000-1	1/29/15	161.16	.00	correction 6010
GJ15-00249	79552	(006974) 010-3401-0000-0-1110-1000-038-910-0000-1	1/29/15	157.83	.00	correction 6010
GJ15-00249	79552	(033814) 010-3401-6500-0-5750-1110-052-910-0260-1	1/29/15	60.59	.00	correction 6010
GJ15-00249	79552	(006984) 010-3401-0000-0-1110-1000-053-910-0000-1	1/29/15	76.08	.00	correction 6010
GJ15-00249	79552	(011146) 010-3701-6010-0-1110-1000-001-315-0000-0	1/29/15	.00	290.96	correction 6010
GJ15-00249	79552	(011008) 010-3701-0000-0-1110-1000-036-910-0000-1	1/29/15	25.63	.00	correction 6010
GJ15-00249	79552	(011021) 010-3701-0000-0-1110-1000-055-910-0000-1	1/29/15	39.90	.00	correction 6010
GJ15-00249	79552	(011011) 010-3701-0000-0-1110-1000-041-910-0000-1	1/29/15	32.37	.00	correction 6010
GJ15-00249	79552	(011060) 010-3701-0000-0-4760-1000-056-910-0000-1	1/29/15	2.99	.00	correction 6010
GJ15-00249	79552	(011025) 010-3701-0000-0-1110-1000-058-910-0000-1	1/29/15	5.33	.00	correction 6010
GJ15-00249	79552	(011023) 010-3701-0000-0-1110-1000-057-910-0000-1	1/29/15	15.12	.00	correction 6010
GJ15-00249	79552	(011017) 010-3701-0000-0-1110-1000-051-910-0000-1	1/29/15	17.85	.00	correction 6010
GJ15-00249	79552	(011027) 010-3701-0000-0-1110-1000-066-910-0000-1	1/29/15	47.41	.00	correction 6010
GJ15-00249	79552	(011009) 010-3701-0000-0-1110-1000-038-910-0000-1	1/29/15	46.16	.00	correction 6010
GJ15-00249	79552	(033817) 010-3701-6500-0-5750-1110-052-910-0260-1	1/29/15	17.19	.00	correction 6010
GJ15-00249	79552	(011019) 010-3701-0000-0-1110-1000-053-910-0000-1	1/29/15	22.06	.00	correction 6010
GJ15-00249	79552	(011010) 010-3701-0000-0-1110-1000-040-910-0000-1	1/29/15	5.45	.00	correction 6010
GJ15-00249	79552	(011045) 010-3701-0000-0-4760-1000-032-910-0000-1	1/29/15	6.23	.00	correction 6010
GJ15-00249	79552	(011020) 010-3701-0000-0-1110-1000-054-910-0000-1	1/29/15	2.94	.00	correction 6010
GJ15-00249	79552	(011053) 010-3701-0000-0-4760-1000-048-910-0000-1	1/29/15	2.75	.00	correction 6010
GJ15-00249	79552	(024621) 010-3701-6500-0-5770-1110-044-910-0260-1	1/29/15	1.58	.00	correction 6010
GJ15-00249	79552	(019994) 010-9110-0000-0- - - - -	1/29/15	.00	1,091.24	correction 6010
GJ15-00249	79552	(020716) 010-9110-6010-0- - - - -	1/29/15	1,170.60	.00	correction 6010
GJ15-00249	79552	(020057) 010-9110-6500-0- - - - -	1/29/15	.00	79.36	correction 6010
GJ15-00250	79588	(015310) 010-5712-9012-0-1110-1000-048-048-0093-9	1/30/15	363.21	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015285) 010-5712-0790-0-4760-1000-048-048-0000-0	1/30/15	274.78	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015245) 010-5712-3010-0-1110-1000-048-048-0000-0	1/30/15	333.74	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(035115) 010-5712-0001-0-1110-1000-048-048-0000-0	1/30/15	157.12	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015304) 010-5712-9012-0-1110-1000-038-038-0093-9	1/30/15	353.01	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015305) 010-5712-9012-0-1110-1000-040-040-0093-9	1/30/15	46.54	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015281) 010-5712-0790-0-4760-1000-041-041-0000-0	1/30/15	910.79	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015306) 010-5712-9012-0-1110-1000-041-041-0093-9	1/30/15	277.00	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015307) 010-5712-9012-0-1110-1000-042-042-0093-9	1/30/15	343.70	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015308) 010-5712-9012-0-1110-1000-044-044-0093-9	1/30/15	134.73	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015283) 010-5712-0790-0-4760-1000-044-044-0000-0	1/30/15	155.12	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015284) 010-5712-0790-0-4760-1000-046-046-0000-0	1/30/15	1,231.43	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015312) 010-5712-9012-0-1110-1000-050-050-0093-9	1/30/15	264.60	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015287) 010-5712-0790-0-4760-1000-051-051-0000-0	1/30/15	347.48	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015316) 010-5712-9012-0-1110-1000-053-053-0093-9	1/30/15	86.87	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015289) 010-5712-0790-0-4760-1000-054-054-0000-0	1/30/15	251.30	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015319) 010-5712-9012-0-1110-1000-055-055-0093-9	1/30/15	133.40	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0	1/30/15	520.76	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015320) 010-5712-9012-0-1110-1000-056-056-0093-9	1/30/15	128.08	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(015324) 010-5712-9012-0-1110-1000-066-066-0093-9	1/30/15	177.28	.00	Durham Recharges Dec. 2014

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-06 January 1, 2015 - January 31, 2015

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00250	79588	(015301) 010-5712-9012-0-1110-1000-032-032-0093-9	1/30/15	154.01	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/30/15	.00	6,704.34	Durham Recharges Dec. 2014
GJ15-00250	79588	(015309) 010-5712-9012-0-1110-1000-046-046-0093-9	1/30/15	59.39	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(019994) 010-9110-0000-0- - - - -	1/30/15	6,704.34	.00	Durham Recharges Dec. 2014
GJ15-00250	79588	(019997) 010-9110-0001-0- - - - -	1/30/15	.00	157.12	Durham Recharges Dec. 2014
GJ15-00250	79588	(023193) 010-9110-0790-0- - - - -	1/30/15	.00	3,170.90	Durham Recharges Dec. 2014
GJ15-00250	79588	(020321) 010-9110-3010-0- - - - -	1/30/15	.00	333.74	Durham Recharges Dec. 2014
GJ15-00250	79588	(020096) 010-9110-9012-0- - - - -	1/30/15	.00	2,521.82	Durham Recharges Dec. 2014
GJ15-00250	79588	(020105) 010-9110-9015-0- - - - -	1/30/15	.00	520.76	Durham Recharges Dec. 2014
GJ15-00251	79608	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/30/15	526.49	.00	F/T Activities - Oct 2014
GJ15-00251	79608	(015281) 010-5712-0790-0-4760-1000-041-041-0000-0	1/30/15	175.50	.00	F/T Activities - Oct 2014
GJ15-00251	79608	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/30/15	.00	701.99	F/T Activities - Oct 2014
GJ15-00251	79608	(019994) 010-9110-0000-0- - - - -	1/30/15	701.99	.00	F/T Activities - Oct 2014
GJ15-00251	79608	(023193) 010-9110-0790-0- - - - -	1/30/15	.00	175.50	F/T Activities - Oct 2014
GJ15-00251	79608	(020716) 010-9110-6010-0- - - - -	1/30/15	.00	526.49	F/T Activities - Oct 2014
GJ15-00252	79609	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/30/15	336.56	.00	F/T Activities - Nov 2014
GJ15-00252	79609	(015281) 010-5712-0790-0-4760-1000-041-041-0000-0	1/30/15	112.19	.00	F/T Activities - Nov 2014
GJ15-00252	79609	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/30/15	.00	448.75	F/T Activities - Nov 2014
GJ15-00252	79609	(019994) 010-9110-0000-0- - - - -	1/30/15	448.75	.00	F/T Activities - Nov 2014
GJ15-00252	79609	(023193) 010-9110-0790-0- - - - -	1/30/15	.00	112.19	F/T Activities - Nov 2014
GJ15-00252	79609	(020716) 010-9110-6010-0- - - - -	1/30/15	.00	336.56	F/T Activities - Nov 2014
GJ15-00253	79610	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/30/15	436.45	.00	F/T Activities - Dec. 2014
GJ15-00253	79610	(015281) 010-5712-0790-0-4760-1000-041-041-0000-0	1/30/15	145.48	.00	F/T Activities - Dec. 2014
GJ15-00253	79610	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/30/15	.00	581.93	F/T Activities - Dec. 2014
GJ15-00253	79610	(019994) 010-9110-0000-0- - - - -	1/30/15	581.93	.00	F/T Activities - Dec. 2014
GJ15-00253	79610	(023193) 010-9110-0790-0- - - - -	1/30/15	.00	145.48	F/T Activities - Dec. 2014
GJ15-00253	79610	(020716) 010-9110-6010-0- - - - -	1/30/15	.00	436.45	F/T Activities - Dec. 2014
GJ15-00259	79700	(015237) 010-5712-0005-0-0000-3140-380-380-0000-0	1/30/15	31.09	.00	District Field Trips Jan 2015
GJ15-00259	79700	(015265) 010-5712-6010-0-1110-1000-001-315-0000-0	1/30/15	192.45	.00	District Field Trips Jan 2015
GJ15-00259	79700	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	1/30/15	.00	223.54	District Field Trips Jan 2015
GJ15-00259	79700	(019994) 010-9110-0000-0- - - - -	1/30/15	223.54	.00	District Field Trips Jan 2015
GJ15-00259	79700	(020018) 010-9110-0005-0- - - - -	1/30/15	.00	31.09	District Field Trips Jan 2015
GJ15-00259	79700	(020716) 010-9110-6010-0- - - - -	1/30/15	.00	192.45	District Field Trips Jan 2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 02/18/15

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 BOND CONSTRUCTION BUDGETS (Cline)

Attached for the Board’s information are our current Bond budgets as of Friday, February 6, 2015.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (2 pages)

Sources and Budgets Report

This reports lists projected funding sources and expenditure budgets for multiple projects

Code	Category - Item	Brekke Project 1 Kindergarten Improvements	Chavez Project 1 Science Labs	Curren Project 1 Science Labs	Driffill Proj 2 Driffill Kindergarten	Elm Project 5 New Elm School	Fremont Project 1 Science Labs	Harrington Project 4 Harrington New School	Haydock Project 1 Science Labs	Kamala Project 1 Science Labs
Funding Sources										
Local	Local	282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
212	G.O.Bond Proceeds	282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
251	School Development Fees	0	0	0	0	0	0	0	0	0
TOTAL FUNDING		282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
Expenditures										
A	Site Costs	762	789	789	2,900	92,339	5,042	104,393	2,734	789
6140	Surveying Costs	0	0	0	2,900	21,309	0	24,091	0	0
6160	Other Costs - Site	762	789	789	0	71,030	5,042	80,302	2,734	789
B	Planning Costs	41,324	44,039	44,039	147,400	2,337,572	310,531	2,476,311	229,518	44,039
6210	Architect / Engineering Fees	25,525	26,525	26,525	125,900	1,065,449	208,990	1,147,537	174,360	26,525
6220	DSA Fees	2,250	3,450	3,450	13,000	142,060	13,150	160,605	4,950	3,450
6230	CDE Fees	127	131	131	0	9,944	848	11,242	445	131
6240	Preliminary Tests	0	0	0	8,500	21,309	0	24,091	0	0
6250	Other Costs - Planning	13,422	13,933	13,933	0	1,098,810	87,543	1,132,836	49,763	13,933
C	Construction Costs	197,735	204,866	204,866	1,765,350	14,497,210	1,243,147	16,461,967	660,345	204,866
6270	Main Construction Contractor	181,012	187,484	187,484	1,659,429	14,205,987	1,211,583	16,060,456	636,072	187,484
6271	Environmental Clean-up	644	1,288	1,288	0	42,618	12,910	120,453	7,058	1,288
6272	Construction Management Fees	15,625	15,625	15,625	105,921	177,575	15,625	200,756	15,625	15,625
6278	Labor Compliance Program	454	469	469	0	71,030	3,029	80,302	1,590	469
D	Construction Testing Costs	763	0	0	20,000	234,399	7,925	264,998	2,218	0
6280	Construction Tests	763	0	0	20,000	234,399	7,925	264,998	2,218	0
E	Construction Inspection Costs	9,051	9,374	9,374	190,000	745,817	60,579	843,174	31,804	9,374
6290	Construction Inspection	9,051	9,374	9,374	190,000	745,817	60,579	843,174	31,804	9,374
F	Furniture & Equipment Costs	5,865	6,174	6,174	130,000	568,239	39,655	642,418	20,809	6,174
4300	Supplies <\$500	0	0	0	0	568,239	0	642,418	0	0
4400	Equipment \$500-\$5000	0	0	0	130,000	0	0	0	0	0
6400	Capitalized Equipment >\$5000	5,865	6,174	6,174	0	0	39,655	0	20,809	6,174
G	Project Contingency	27,068	28,077	28,077	155,730	1,694,967	176,128	2,028,910	100,223	28,077
6999	Project Contingency	27,068	28,077	28,077	155,730	1,694,967	176,128	2,028,910	100,223	28,077
TOTAL EXPENDITURES		282,568	293,319	293,319	2,411,380	20,170,543	1,843,007	22,822,171	1,047,651	293,319
BALANCE REMAINING		0	0	0	0	0	0	0	0	0

Sources and Budgets Report



This report lists projected funding sources and expenditures

Code	Category - Item	Lemonwood Project 3 New Lemonwood School	McAuliffe Project 1 Kindergarten Improvements	Ritchen Project 1 Kindergarten Improvements	Technology Implementation Technology Implementation	Totals
Funding Sources						
Local	Local	2,512,180	262,140	262,140	5,530,000	58,023,737
212	G.O.Bond Proceeds	2,512,180	262,140	262,140	0	52,493,737
251	School Development Fees	0	0	0	5,530,000	5,530,000
TOTAL FUNDING		2,512,180	262,140	262,140	5,530,000	58,023,737
Expenditures						
A	Site Costs	157,638	704	704	0	369,583
6140	Surveying Costs	22,000	0	0	0	70,300
6160	Other Costs - Site	135,638	704	704	0	299,283
B	Planning Costs	2,354,542	38,244	38,244	0	8,105,803
6210	Architect / Engineering Fees	1,549,838	23,525	23,525	0	4,424,224
6220	DSA Fees	187,000	2,150	2,150	0	537,665
6230	CDE Fees	15,400	117	117	0	38,633
6240	Preliminary Tests	33,000	0	0	0	86,900
6250	Other Costs - Planning	569,304	12,452	12,452	0	3,018,381
C	Construction Costs	0	184,043	184,043	0	35,808,438
6270	Main Construction Contractor	0	167,356	167,356	0	34,851,703
6271	Environmental Clean-up	0	644	644	0	188,835
6272	Construction Management Fees	0	15,625	15,625	0	609,252
6278	Labor Compliance Program	0	418	418	0	158,648
D	Construction Testing Costs	0	703	704	0	531,710
6280	Construction Tests	0	703	704	0	531,710
E	Construction Inspection Costs	0	8,368	8,368	0	1,925,283
6290	Construction Inspection	0	8,368	8,368	0	1,925,283
F	Furniture & Equipment Costs	0	5,029	5,029	5,530,000	6,965,566
4300	Supplies <\$500	0	0	0	0	1,210,657
4400	Equipment \$500-\$5000	0	0	5,029	5,530,000	5,665,029
6400	Capitalized Equipment >\$5000	0	5,029	0	0	89,880
G	Project Contingency	0	25,049	25,048	0	4,317,354
6999	Project Contingency	0	25,049	25,048	0	4,317,354
TOTAL EXPENDITURES		2,512,180	262,140	262,140	5,530,000	58,023,737
BALANCE REMAINING		0	(0)	0	0	0

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 2/18/15

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

ENROLLMENT REPORT (Cline)

District enrollment for the month of January 2015 was 16,986. This is 125 more than this time last year.

FISCAL IMPACT

None.

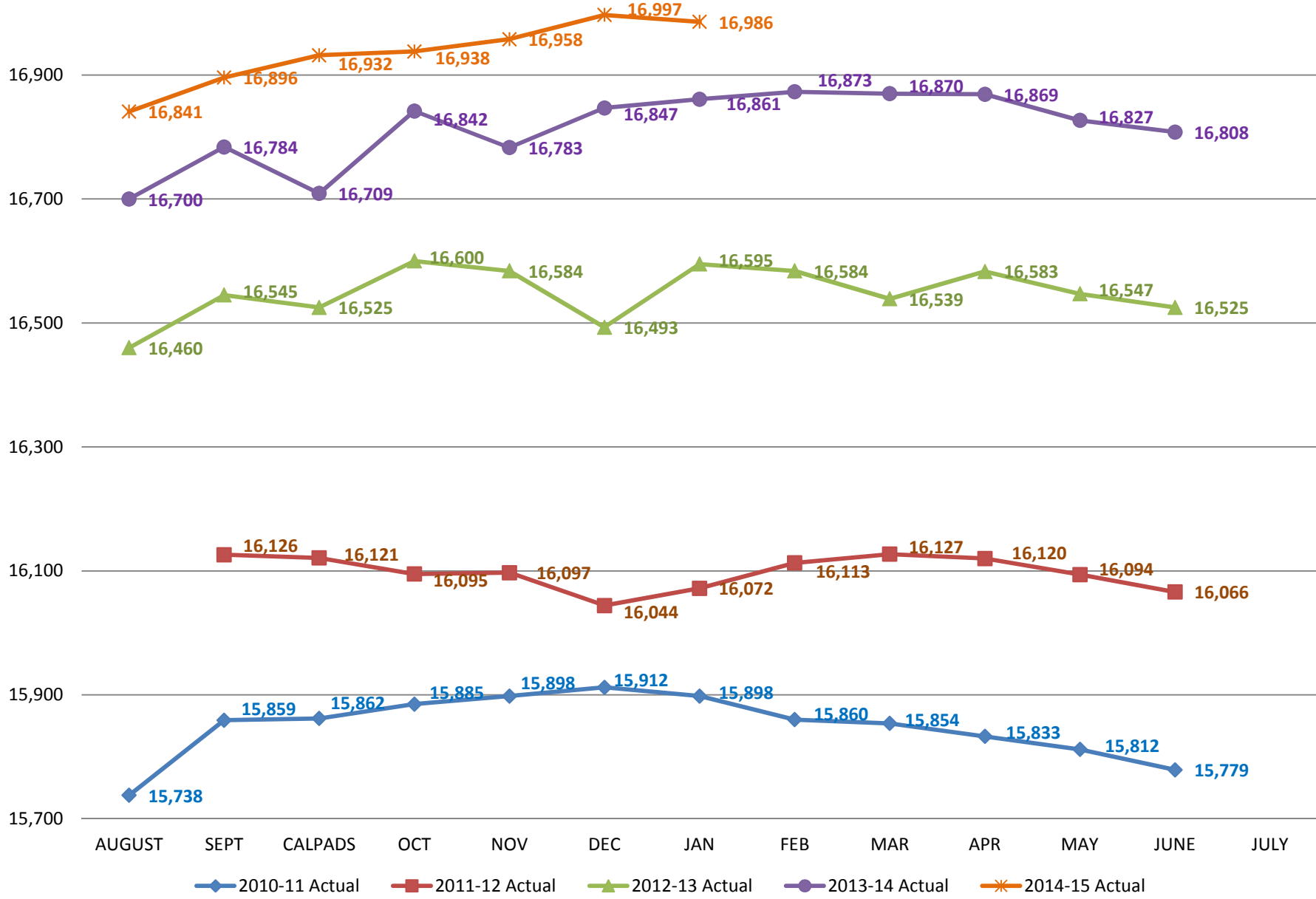
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals (1 page)

Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** February 18, 2015

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____ **X** _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

a four hour, 192 day Site Technology Technician, position number 6786, to be established at Kamala school. This position will be established for technology support.

an eight hour, 192 day Site Technology Technician, position number 6802, to be established at Haydock school. This position will be established to support the MSAP program.

an eight hour, 192 day Site Technology Technician, position number 6803, to be established at Fremont school. This position will be established to support the MSAP program.

an eight hour, 192 day Site Technology Technician, position number 6804, to be established at Frank school. This position will be established to support the MSAP program.

a five hour and forty five minute, 183 day Paraeducator II, position number 6799, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

Abolish

a four hour, 246 day Custodian, position number 6450, to be abolished at Kamala school. This position will be abolished due to the lack of work.

Increase

a four hour, 246 day Custodian, position number 6726, to be increased to eight hours at Kamala school. This position will be increased due to provide additional support.

FISCAL IMPACT:

Cost for Site Technology Technician - \$18,290 Site Discretionary

Cost for Site Technology Technician - \$122,517 MSAP

Cost for Paraeducator II - \$24,034 Special Ed

Savings for Custodian - \$22,584 General fund

Cost for Custodian - \$35,536 General fund

RECOMMENDATION:

Approve the establishment, abolishment, and reduction, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** February 18, 2015

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

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

- Classified Personnel Actions
- Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Anna Pilhoefer	Art TOSA, ESC	February 17, 2015
Sergio Becerra Casillas	Substitute Teacher	2014/2015 School Year
Paige Coulter	Substitute Teacher	2014/2015 School Year
Lenore Serres	Substitute Teacher	2014/2015 School Year
Olivia Strohman	Substitute Teacher	2014/2015 School Year
Jessica Vicents	Substitute Teacher	2014/2015 School Year

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

Diana Brooks	Lemonwood	January 29, 2015
Veronica Izzard	Chavez	February 2, 2015
Jorge Napoles	Driffill	January 29, 2015

INTERIM ASSIGNMENTS

Nancy J. Carroll	Interim Assistant Superintendent, Educational Services	December 18, 2014
Pamela Morrison	Interim Principal, Marina West	February 9, 2015
Anna Thomas	Interim Director, Curriculum, Instruction and Accountability	February 9, 2015

February 18, 2015

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

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

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

Name

Subject

Michele Frayer

Science / Chavez

CLASSIFIED PERSONNEL ACTIONS

February 18, 2015

New Hire

Brogdon, Susan	Child Nutrition Worker, Position #6627 Itinerant 5.0 hrs./185 days	02/03/2015
Morales, Maria A.	Child Nutrition Worker, Position #6410 Curren 5.0 hrs./185 days	02/03/2015
Varela, Esteban C.	Child Nutrition Worker, Position #2214 Curren 5.0 hrs./185 days	01/29/2015
Wofford, Aimee M.	Paraeducator II, Position #312 Pupil Services 5.75 hrs./183 days	02/02/2015

Limited Term

Lopez, Gina	Child Nutrition Worker	01/02/2015
Rubalcaba, Llajayra	Paraeducator	01/26/2015
Wang, Jinbo	Paraeducator	02/03/2015

Increase in Hours

Cardenas Ayala, Erick	Paraeducator III, Position #2948 Pupil Services 5.75 hrs./183 days	01/22/2015
Cardenas Lopez, Alma R.	Paraeducator III, Position #2948 Pupil Services 5.0 hrs./183 days Paraeducator III, Position #1953 Pupil Services 5.75 hrs./183 days	01/22/2015
Tapia, Ruby	Paraeducator III, Position #1953 Pupil Services 5.0 hrs./183 days Paraeducator III (B), Position #1899 Pupil Services 5.75 hrs./183 days Paraeducator III (B), Position #1899 Pupil Services 5.0 hrs./183 days	02/04/2015

Transfer

Flores, Guadalupe	Child Nutrition Worker, Position #1583 Fremont 5.5 hrs./185 days Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days	01/20/2015
Mendoza, Anthony	Custodian, Position #840 Curren 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	0/09/2015

FMLA

Figueroa, Karina	Attendance Accounting Technician, Position #1836 Ramona 8.0 hrs./192 days	01/30/2015-04/23/2015
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Resignation

Borunda, Rosa	Library Media Technician, Position #2515 Brekke 5.0 hrs./190 days	02/17/2015
Chen, Li	Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days	02/16/2015
Littlejohn, Michael	Transportation Manager, Position #0409 Transportation Department 8.0 hrs./246 days	01/30/2015

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Morales **DATE OF MEETING:** February 18, 2015

COMMENDATION (From the Board) _____

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

2015 CSBA Delegate Assembly Election

DESCRIPTION OF AGENDA ITEM:

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to vote on representatives to fill two (2) vacancies in the CSBA's Delegate Assembly, Subregion I B (Ventura County). An original ballot must be signed and postmarked by the Post Office no later than Monday, March 16, 2015.

EXECUTIVE SUMMARY:

Annually the Board of Trustees has an opportunity to elect CSBA Delegate Representatives to fill the vacancies in the region or subregion. This year there are two vacancies, the delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017. The following individuals are listed on the ballot:

- Kelsey Stewart (Santa Paula USD)
- Christina Urias (Santa Paula USD)*
- John B. Walker (Ventura USD)*

**denotes incumbent*

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for two representatives and have administration submit the official ballot on behalf of the Board of Trustees.

ADDITIONAL MATERIALS:

- Memo from CSBA President Jesus M. Holguin
- Copy of ballot to be signed by Superintendent or Board Clerk
- Copies of each candidate's CSBA 2015 Delegate Assembly Biographical Sketch Form



***TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE MONDAY, MARCH 16, 2015***

January 30, 2015

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Jesús M. Holguín, President

Re: 2015 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Monday, March 16, 2015

Enclosed is the ballot material for election of your region's or subregion's representative to CSBA's Delegate Assembly. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, you will find a "copy" of the ballot on white paper so that it may be included in your board agenda packet, if you choose to include it. **Only the ballot on red paper is to be completed and returned to CSBA.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on, or before, Monday, March 16, 2015. No late ballots will be accepted.**

Election results will be available on CSBA's website no later than Wednesday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017. The next meeting of the Delegate Assembly is on Saturday, May 16 – Sunday, May 17 at the Hyatt Regency in Sacramento.

Please do not hesitate to contact the Leadership Services Department at (800) 266-3382 should you have any questions. Thank you.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 16, 2015**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2015 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of vacancies: 2 (Vote for no more than 2 candidates)

Delegates will serve two-year terms beginning April 1, 2015 – March 31, 2017

**denotes incumbent*

Kelsey Stewart (Santa Paula USD)

Christina Urias (Santa Paula USD)*

John B. Walker (Ventura USD)*

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

**Region 11 – Suzanne Kitchens, Director (Pleasant Valley SD)
9 Delegates (9 elected)**

Below is a list of all the current Delegates from this Region.

Subregion A

Jack C. Garvin (Santa Maria Joint Union HSD), elected term expires 2016
Janet Zilli (Orcutt Union ESD), elected term expires 2015

Subregion B

Gregory Barker (Moorpark USD), elected term expires 2016
Rob Collins (Simi Valley USD), elected term expires 2016
Christina Urias (Santa Paula USD), elected term expires 2015
John Walker (Ventura USD), elected term expires 2015

Vacant, elected term expires 2016

Vacant, elected term expires 2016

County Delegate

Mark Lisagor (Ventura COE), elected term expires 2015

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)



Delegate Assembly Candidate Biographical Sketch Form

DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>Kelsey Stewart</u>	CSBA Region: <u>11 B</u>
District or COE: <u>Santa Paula Unified School District</u>	Years on board: <u>Two</u>
Contact Number: <u>805-204-7810</u>	E-mail: <u>kstewart@santapaulaunified.org</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association. I believe funding is the key to public education and that funding should be a priority of not only the State, but also on a National level. Bringing the voice of the community and district stakeholders at the local level to the State is my first priority.

California has a large number of EL students and re-designation at the elementary level has proven to better a student's achievement. Re-designation of our students at an early age is my second priority.

Music and the Arts have always given our students the ability to express their creative talents as well as help with particular subjects like Math and Language Arts. I believe that giving our students these outlets will only help with critical thinking and problem solving enabling them to be confident in their learning making Creative Arts my third priority.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I served as the District Representative to the County Office of Education for SPUSD from 2012-2013 attending meetings at the COE and casting votes for the Board as a whole.

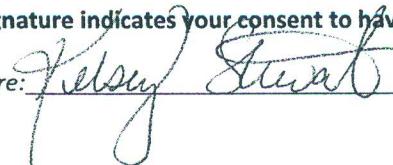
SPUSD formed a joint committee with the community for LCFF implementation in the 2013-2014 school year. I served on this committee attending every meeting, working with parents and stakeholders to create an effective out-of-the-box plan to bring innovative programs and much needed student services to our schools.

I work closely with our middle school to bring book fairs to the students. Living in a small town with limited resources for purchasing books to create a home library, I am passionate about bringing books and literacy awareness to our community

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I enjoyed the Masters in Governance program immensely and after completion I began to research how can be more involved which lead me to choose to run for the Delegacy. I am an avid researcher who is not satisfied until I have every bit of information I need to understand this complex system of public education. I have the ability to communicate with my constituents as well as listen to their ideas and concerns. I believe that our communities have the ability to shape the future through our students and educators so bringing their voices to the table is very important to me. I was elected to represent my community and I serve with pride, and I hope to bring the same determination to CSBA that has served me so well in my own community.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: 1-2-2014



California School Boards Association

Delegate Assembly Candidate Biographical Sketch Form

DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3382.

Name: <u>Christina Urias</u>	CSBA Region: <u>11-B</u>
District or COE: <u>Santa Paula Unified</u>	Years on board: <u>12</u>
Contact Number: <u>805 794-6136</u>	E-mail: <u>curias@santapaulaunified.org</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>6 years</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

A linked learning approach in high schools is a major focus of high school reform. There is something for everybody with linked learning whether a student's goal is college, career, or just learning more in high school with meaningful curriculum and more fun. STEAM (Science, Technology, Arts, Engineering, Math) classes need to be increased as early as the middle school level. Common core implementation and its funding is crucial. In order to accomplish this, our teachers will need professional development and new materials will need to be purchased. Our technological infrastructure will need updating and funding must be secured to keep up with continual technological requirements. Teacher quality is a top priority and defining quality teachers and principals is what our students deserve. The recent Vergara vs. California decision empowers educational leaders to improve educational outcomes for every child regardless of race, economic standing, geography, or circumstance. The power of a teacher's influence on a child is undeniable. A quality education will uplift families and communities which will drive economic and social success.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I am currently serving as the 1st Vice President of Programs for the Ventura County School Board Association (VCSBA). I served as secretary for VCSBA for two years prior to becoming 1st Vice President. I am a 2005 graduate of the California School Board Association Masters of Governance Program. I am currently enrolled in the newly developed Masters of Governance Program and intend to become a 2015 graduate! Our school district recently unified and I served as its first President. As President and thereafter, I have worked tirelessly with my board for the implementation of the brand new school district. I worked closely with the county superintendent and an interim superintendent during our first year of implementation. I currently serve as treasurer of the Santa Paula Latino Hall (SPLTH), a non-profit community group. SPLTH has made significant financial contributions to the schools in the form of youth empowered seminars teaching students how to succeed in school. Every year for the past 18 years, SPLTH has held an annual awards program in recognition of outstanding youth from the community.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

As an active delegate, I have served on three CSBA committees. I have served on the nominating committee, the linked learning committee, and most recently the planning committee for the Annual Education Conference. Each committee experience has enriched my scope as to the important resources CSBA provides its members. Additionally, as a delegate I have volunteered to validate three Golden Bell schools in Ventura and Santa Barbara counties. As a validator one sees firsthand accomplishments of our local schools' programs and how their successes can be duplicated in one's own district.

My experiences as a delegate has propelled me to continue to serve enthusiastically as a delegate.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Christina Urias

Date: 12/16/14

Delegate Assembly

Candidate Biographical Sketch Form



DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by January 7 postmarked by the U.S.P.S. Late submissions will not be accepted. If you have any questions, please contact Charlyn Tuter in Leadership Services at ctuter@csba.org or (800) 266-3281.

Name: <u>John B. Walker</u>	CSBA Region: <u>11B</u>
District or COE: <u>Ventura Unified School District</u>	Years on board: <u>24</u>
Contact Number: <u>805-844-2456</u>	E-mail: <u>johnwalker@sbcglobal.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>14</u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Major issues facing public education in California today are complex, numerous and intertwined with each other. At the forefront this year, and seemingly always with us is (1) Adequacy of Funding. California is one of the lowest in spending per pupil, one of the highest in class size ratios, but yet one of the highest per capita in personal income. Clearly, as a state we have not yet found the common balance for education expenditures. Secondly, we continue to have a clear problem with the (2) Achievement Gap. This is again a complex issue, related to funding, demographics, language and cultural differences. I believe CSBA should continue to advocate for children of all backgrounds on this issue. Thirdly, and perhaps at one of the most defining issues of our time is the role of California schools in a world economy. We are in a rapidly growing period of (3) Globalization of Education. Our children will compete in a world job market. We need to prepare them to be both multicultural and multilingual. If I could briefly add a fourth issue, it is the (4) Image of Public Schools. We can and must do better as an Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district, county and/or CSBA committees, etc.

I have been very involved over the last 24 years with our public schools, serving as a board member, board president, Ventura County School Board's Association leadership (including VCSBA President for several years), CSBA Delegate Assembly and on the CSBA Board of Directors for five years. I am currently our local board's representative to our (a) District English Learner Advisory Committee (DELAC), (b) City, College, School District Liaison Committee and (c) Ventura Chamber of Commerce. I have also served as a past representative to many organizations including the Ventura County Commission on Children and Family Services and the Ventura County Workforce Investment Board. Outside the direct purview of board activities I also serve with the 1st Memorial Honors Detail, providing Military Honors to Veteran funerals. I am an active member of Kiwanis, a member of the Ventura PD Volunteers in Policing and secretary to the Ventura County Vietnam Veterans organization. I have also served on the Native American Indian Inter-tribal Association of Ventura County (board member) and the VC American Red Cross.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

While I have served many years, it is my desire to continue to serve my community and country in the way I have always believed. Having served in the Marine Corps during Vietnam, I am endowed with the belief that we should serve, it is our duty and our responsibility. Fortunately, I do enjoy making this contribution to our communities, their children and their parents. I have enjoyed serving the board members of Ventura and Santa Barbara Counties while on the CSBA Board of Directors. My professional experience in the corporate world (34 years) then as a public school district employee (ten years), as well as a continuing delegate and past CSBA Board of Director will provide me with the experience and tools needed to move our mutual goals forward. It is my desire to continue to serve. I would appreciate your vote.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: John B. Walker

Date: 12-5-2014

John B. Walker

358 Ford Avenue ♦ Ventura, CA 93003 ♦ 805-844-2456 ♦ johnbwalker@sbcglobal.net

Region 11B
Ventura Unified School District
ADA: 17,500

Professional Experience

- Verizon Communications 34 years, retiring as General Manager
- Retired Director of Human Resources/Risk Management (10 years) for the Ojai Unified School District

CSBA Activities/Experience

- CSBA Governmental Relations Chair
- CSBA Legislative Network
- CSBA Delegate Assembly
- CSBA Policy Platform Committee
- CSBA Budget Committee
- CSBA AEC Committee
- CSBA Board of Directors (seven years)

Local School District Activities

- Board Member since 1989, serving as Board President six times
- City of Ventura/Ventura USD Long Range Executive Planning Committee
- Board/City Liaison Executive Committee
- Bond oversight committee
- County committee on school district organization
- Past President, Ventura County School Board's Association
- Gang Prevention Task Force
- District ELAC board representative (past four years)

Education

- Masters in Business Administration (MBA), Pepperdine University, Malibu, CA
- Bachelor of Science in Economics, California State University, Long Beach, CA

Credentials

- California Community College Lifetime Teaching Credential
- California Certified Tax Preparer License

Community Activities

- Commissioner, Ventura County Commission on Children and Families
- Volunteer Police Officer (VIP program, Ventura PD)
- Vietnam Veterans of Ventura County - Secretary
- Kiwanis Active Member
- First Memorial Honor Guard Active Member (military funerals)
- Ventura County Workforce Development Board – Youth Council
- Past PTA President (twice)
- Native American Intertribal Association of Ventura County (CA Indian Education Center)
- Board of Directors, American Red Cross of Ventura County
- Industry Education Council of California – Blue Ribbon Committee on Technology
- Board of Directors, Hope in the City (San Diego based Community Development Program)
- Greater Ventura Chamber of Commerce

Professional and Individual Recognition

- CTA California Distinguished School Board Member of the Year - Gold Coast Region (1997 & 2006)
- Verizon Individual Excellence Award for Innovation
- Verizon Presidential Leadership Award
- Verizon Citizen of the Year – California Region
- California PTA Honorary Life Service Award
- Recipient, National Freedom's Foundation, Meritorious Military Honoree
- USMC Marine of the Year – 2nd MarDiv

Personal

Married, two adult married daughters. Spouse is retired Elementary School Office Manager and one daughter is Assistant Superintendent of Business Hueneme School District. Daughter number two is financial analyst.

BOARD AGENDA ITEM

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

Date of Meeting: 02/18/15

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

Consideration and Ratification of Supplemental Work Authorization Letter #001S for additional DSA Inspection Services (IOR), for Project No. 1, Kindergarten and Science Reconfiguration Projects pursuant to Master Agreement #13-130 with Nolte Vertical 5 (Cline/Gutierrez/CFW)

On November 13, 2013, the Board of Trustees approved Master Agreement #13-130 with Nolte Vertical 5 to perform DSA Inspection of Record (IOR) services related to projects associated with the Oxnard Facilities Implementation Program. Thereafter, the Board on May 7, 2014, approved Nolte Vertical 5 to serve as IOR for Project No. 1. The District issued Work Authorization Letter No. 1 to Master Agreement #13-130. The services were provided at all eight sites, Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe, and Ritchen Schools.

During construction of Project No. 1, the contractor encountered a number of unforeseen circumstances on multiple sites requiring an extension of time to the contract for the completion of the work, including water & mold intrusion, hazardous material abatement, termite repairs and additional fire life safety and accessibility work required by DSA. The information related to these unforeseen circumstances has been previously presented to the Board. The additional time required to address these issues necessitated additional inspection services from the IOR that are the subject of this request for a Supplemental Work Authorization Letter and request for compensation.

The Supplemental Work Authorization Letter (“SWAL”):

Master Agreement #13-130
SWAL #001S
Consultant: **Nolte Vertical 5 (“NV5”)**
Date Issued: **2/18/15**
Original Contract Amount: **\$70,550.00**
Supplemental IOR Services Amount: **\$56,680.00**

FISCAL IMPACT:

At its January 21, 2015 Regular Board Meeting, the Board of Trustees adopted the Semi-Annual Facilities Implementation Plan Update providing for an additional \$150,000 allocation to Project No. 1 to cover the costs and expenses associated with unforeseen circumstances related to Project No. 1. No further allocation is necessary at this time.

Project No. 1 was funded using Measure “R” funds. This request is also funded using Measure “R” funds.

The additional or supplemental IOR services were provided as follows:

<u>Brekke ES</u>	\$ 917.70
<u>Chavez ES</u>	\$ 8,185.15
<u>Curren ES</u>	\$ 7,292.70
<u>Fremont MS</u>	\$ 6,230.15
<u>Haydock MS</u>	\$ 7,548.00
<u>Kamala ES</u>	\$ 6,779.15
<u>McAuliffe ES</u>	\$ 8,160.45
<u>Ritchen ES</u>	\$ 6,566.70
<u>Final Inspection & Documentation Not To Exceed Amount:</u>	\$ 5,000.00
TOTAL:	\$56,680.00

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, the Executive Director of Facilities Planning, Engineering, and Operations, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify the Supplemental Work Authorization Letter No. 1 to Nolte Vertical 5 for Project No. 1 of the Oxnard Facilities Implementation Program in the amount of Fifty Six Thousand Six Hundred Eighty Dollars (\$56,680.00).

ADDITIONAL MATERIAL(S):

- Supplemental WAL 001S dated 2/18/15 (10 Pages)
- NV5 Request for Additional Compensation No. 01, dated 9/30/14 (1 Page)
- Master Agreement #13-130, NV5 (29 Pages)

GOALS:

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



SUPPLEMENTAL WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 1 Kinder and Science Reconfiguration
Brekke/Chavez/Curren/Fremont/Haydock/Kamala
SITE NAME: McAuliffe/Ritchen
MASTER AGREEMENT #: 13-130
WAL #: 001-S

DATE: February 18, 2015
DSA # Varies, see Attachment "A"
OPSC # Varies, see Attachment "A"
VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Nolte Vertical 5 (NV5) Street: 1868 Palma Ave., Suite D City, State, Zip: Ventura, CA 93003 Phone: (805) 656-6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

DSA Inspector of Record (IOR) Additional Services for the eight (8) Projects included as a part of Project 1: Kindergarten and Science Reconfigurations: including Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe and Ritchen Schools. All terms and conditions of Master Agreement #13-130 shall apply, including all Exhibits to the Agreement. Scope of Services is described in Exhibit "F" of the Master Agreement. Specific Scope is summarized in Attachment "A".
(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: September 30, 2014

COMPLETION DATE: October 31, 2014 or Project Close-out

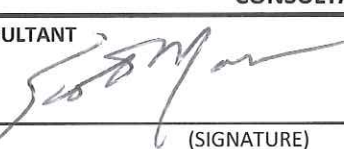
FIXED FEE AMOUNT: \$56,680.00 (Original Fixed Fee: \$51,148.00)

This fee amount is based on Consultant's Change Order No. 1 dated: Sept. 30, 2014 and subsequent negotiations mutually agreed to by all parties

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

This WAL and associated Master Agreement hereby supercede 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 superceded 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 (SIGNATURE) (DATE)	 (SIGNATURE) (DATE)

1-27-2015

FOR DISTRICT USE ONLY

PROJECT MANAGER: P.O. #
SOURCE OF FUNDS: MEASURE "R" DEF. MAINT. DEV. FEES OTHER _____
COST ID: 6290 Construction Inspection
PREPARED BY: Greg Grant (CFW)
P.O. AMOUNT:

(PM APPROVAL SIGNATURE)

(DATE)

SPECIAL INSTRUCTIONS: Refer to Attachment "A" for additional Scope of Work information.

(1.) Additional Services shall be provided as set forth by the Work Authorization Letter ("WAL") #001. All terms and conditions shall remain enforced as established by the governing Master Agreement #13-130.

Attachment "A"
MA #13-130, WAL #001S
Additional Services for NV5

Project Site Names, DSA #s, and OPSC PTN #s:

Norman R. Brekke Elementary School

1400 Martin Luther King Jr. Dr., Oxnard, CA 93030
DSA #: 03-115300
OPSC PTN #: 72538-67

Haydock Intermediate School

647 West Hill St., Oxnard, CA 93033
DSA #: 03-115303
OPSC PTN #: 72538-71

Cesar Chavez Elementary School

301 N. Marquita St., Oxnard, CA 93030
DSA #: 03-115301
OPSC PTN #: 72538-68

Kamala Elementary School

634 West Kamala St., Oxnard, CA 93033
DSA #: 03-115299
OPSC PTN #: 72538-72

Bernice Curren Elementary School

1101 North F St., Oxnard, CA 93030
DSA #: 03-115298
OPSC PTN #: 72538-69

Christa McAuliffe Elementary School

3300 West Via Marina Ave., Oxnard, CA 93035
DSA #: 03-115302
OPSC PTN #: 72538-73

Fremont Intermediate School

1130 North M St., Oxnard, CA 93030
DSA #: 03-115297
OPSC PTN #: 72538-70

Emilie Ritchen Elementary School

2200 Cabrillo Way, Oxnard, CA 93030
DSA #: 03-115304
OPSC PTN #: 72538-74

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

General Overview of Scope of Work

The DSA IOR for Project 1: Kindergarten and Science Reconfiguration shall provide adequate coverage to provide required inspection work to be installed at eight (8) project sites simultaneously from September 30, 2014 to close-out. Work includes but is not limited to framing, shear walls, MEP rough-in, sprinkler piping (new and modifications to existing), drywall, rated assemblies, plumbing, electrical, and minor HVAC.

Special Inspection Requests

The DSA IOR must provide special inspections within 24hrs of receipt of inspection request form. Contractor will provide a minimum of 24hrs notices for special inspection request. DSA IOR should plan on visiting each site at least once each work day to perform required inspections while on site. Scope of work is fairly consistent across all sites, and will be proceeding simultaneously in parallel across all sites (i.e. MEP rough-in will occur at all eight sites during the same time frame).

Attachment "A"
MA #13-130, WAL #001S
Additional Services for NV5

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 infill, 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

DSA IOR shall coordinate adequately with the 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.

Work Week

Contractor is planning a six-day work week beginning June 20, 2014, through project completion on August 8, 2014. Sundays may be required at times to keep the project schedule. The DSA IOR and Testing Laboratory must be available to work Saturdays and Sundays as required to observe work activities. Contractor will make their best effort to consolidate inspection activities within the typical five day work week to minimize DSA IOR's on-site requirements during weekends.

Communication

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 IOR must respond to all project emails and phone messages within 24hrs of receipt.

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 DSA IOR's review and/or approval.

Reports

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:

Kindergarten Reconfigurations

Brekke Elementary School

The construction consists of interior demolition and construction activities in existing classroom and work rooms totaling +/-1,052 sq. ft. of work area. Work includes interior demo to create new door openings in existing shear wall including addition of second side shear, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Construction activities include new interior partitions, finishes, fixtures, and casework to enclose and equip new restroom and work room, interior improvements to classroom including soffit and track for

Attachment "A"
MA #13-130, WAL #001S
Additional Services for NV5

full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework in teacher's work room, floor and wall tile (full ht.) in restroom.

Construction budget is approximately +/- \$126,000.

McAuliffe Elementary School

The construction consists of interior demolition and construction activities in existing classroom and adjacent janitor closet/RR and work room totaling +/-974 sq. ft. of work area. Work includes interior demo to create new door opening in existing shear wall including addition of second side shear, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Tile in existing janitors closet contains lead and must be removed according to environmental consultant's recommendations, see report. Construction activities include new interior partitions, finishes and fixtures to enclose and equip new restroom and janitor's closet, interior improvements to classroom including soffit and track for full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework and sinks in classroom, floor and wall tile (full ht.) in restroom. Includes relocation of existing electrical panels, and CMU infill at existing door opening.

Construction budget is approximately +/- \$174,000.

Ritchen Elementary School

The construction consists of interior demolition and construction activities in existing classroom, work room, restroom and adjacent classroom totaling +/- 1,000 sq. ft. of work area. Work includes interior demo to create new door opening in existing shear wall including addition of second side shear, demo of existing CMU wall sections to accommodate new door locations, demo of interior partitions, casework, finishes and fixtures to remove an existing teacher's work room, restroom with shower, washroom, and kitchenette area, remove section of existing slab for tile installation, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Construction activities include new CMU wall, infill, and door opening in new CMU, interior partitions, finishes, fixtures, and casework to enclose and equip new restroom, washroom, and teacher's work room, interior improvements to classroom including soffit and track for full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework and sinks in classroom, floor and wall tile (full ht.) in restroom.

Construction budget is approximately +/- \$203,730.

K-8 Science Reconfigurations

Chavez Elementary School

The construction consists of interior demolition and construction activities in three existing classrooms and work rooms totaling +/- 2,873 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and

Attachment "A"
MA #13-130, WAL #001S
Additional Services for NV5

casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$390,001.

Curren Elementary School

The construction consists of interior demolition and construction activities in three existing classrooms and work rooms totaling +/- 2,888 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$372,285.

Kamala Elementary School

The construction consists of interior demolition and construction activities in two existing classrooms, work rooms, and resource room totaling +/- 2,451 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$330,565.

Middle School Academy Science Reconfigurations

Fremont Intermediate School

The construction consists of interior demolition and construction activities in ten existing classrooms, utility closets, and prep/storage rooms totaling +/- 11,700 sq. ft. of work area. Work includes interior demo to remove non-structural interior partitions, casework, devices, and other improvements within the work area. Construction activities include installation of new fire sprinkler system, including site work to bring water to site, new wall partitions and door openings, new interior storefront glazing/door systems, digital arts computer lab, finishes, fixtures, and casework to enclose and equip new labs and

Attachment "A"
MA #13-130, WAL #001S
Additional Services for NV5

prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sinks in all labs, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$1,034,565.

Haydock Intermediate School

The construction consists of interior demolition and construction activities in four existing labs/classrooms, work room/lounge, and prep/storage rooms totaling +/- 7,132 sq. ft. of work area. Work includes interior demo to remove non-structural interior partitions, fixed science demonstration tables, demo wall sections for new doors, a restroom, casework, devices, and other improvements within the work area. Construction activities include installation of new fire sprinkler system, including site work to bring water to site, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, piano lab, SDC classroom, corridor/breezeway, interior improvements to classroom/labs including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$426,183.

- Not Project Related
 Project #13-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 INSPECTIONS FEE SCHEDULE

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

- 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 #13-130

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 #13-130

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 #13-130

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.



BEYOND ENGINEERING

Revised January 8, 2015

**Change Order No. 01
to Contract Dated: April 3, 2014**

Revised: 1/8/2015 Date September 30, 2014
P.O. No. P14-03193
PM Carol Harrison

CLIENT
Oxnard School District c/o CFW, Inc.
1901 South Victoria, Suite 106
Oxnard, CA 93035

NOLTE OFFICE
Nolte – Vertical Five
1868 Palma Drive, Suite D
Ventura, CA 93003

JOB DESCRIPTION AND LOCATION

DSA Inspector (IOR) Services for (8) Projects Included Within the Project 1 – Kindergarten & Science Reconfiguration

At your request NOLTE – Vertical Five is providing DSA Inspector Services for the following (8) projects within the Kindergarten & Science Reconfiguration. The estimated budget has been exceeded and therefore we request a change order in the amount of \$56,680.00. A breakdown is provided below.

The current contract amount has been exceeded by \$51,680.00 and there are still unresolved deviations related to the work shown in the DSA approved construction documents. Nolte estimates an additional \$5,000. to cover the final inspections required and all DSA final documents uploaded to the DSA BOX.

Original Contract (WAL)	\$ 70,550.00
Work Completed to date (through 12/22/14)	\$ 122,230.00
Estimated Remaining Charges	\$ 5,000.00
Revised Total Fee Estimate	\$ 127,230.00
Total Change Order Request	\$ 56,680.00

- **Please note that this Change Order does not include the new scope increase for the Ritchen Classroom Conversion.**

Respectfully Submitted,
NOLTE - VERTICAL FIVE:

BY: Carol Harrison

**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 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **NOLTE - Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, 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

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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.

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**.

5. **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.
6. **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.
7. **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.

8. 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.

9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.

19. **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”).

20. **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.

21. **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 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.

 (Initials)

22. **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.

 (Initials)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.

28. **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.

29. **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.

30. **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.

 (Initials)

31. **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.

32. **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: NOLTE – Vertical Five (NV5)
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.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.

33. **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.
34. **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.
35. **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.
36. **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.

37. **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.

38. **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).

39. **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:

NOLTE-VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

Scott Moors / Vice President
Typed Name/Title

11-20-13
Date

10-30-13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2706173

- Not Project Related
 Project #13-130


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 with 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 #13-130

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____	(DATE)	_____
_____	(DATE)	_____
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

- Not Project Related
 Project #13-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 INSPECTIONS FEE SCHEDULE

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

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 #13-130

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 #13-130

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-130

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
- Project #13-130

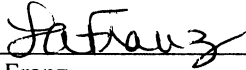
EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-130

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 #13-130

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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

- Not Project Related
- Project #13-130

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: Scott Moors

Title: Vice President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-13

Proper Name of Contractor: Nolte - Vertical Five

Signature: 

By: Scott Moors

Its: _____

- Not Project Related
 Project #13-130

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

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 #13-130

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 #13-130

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 (middlestadt@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 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District
ATTN: Lisa Franz
1051 South 'A' Street
Oxnard, CA, 93030

Oct 29, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243841.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (danielle.wooten@nv5.com)

Certificate of Insurance for NV5, Inc.; BTC Labs - Vertical V, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 02-18-15

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

Ratify Appointment of Board Representative to District Committee (Dr. Morales)

DESCRIPTION:

At the February 4, 2015 regular board meeting, Dr. Morales requested the Board consider appointment of a Board Representative to the English Learner Master Plan Advisory Committee which would be holding its first meeting on Monday, February 9, 2015 at 3:30 p.m.

Following discussion, Trustee Cordes expressed interest in being the Board Representative; Trustee Morrison nominated Trustee Cordes, and Trustee Duff approved the nomination; the Board also nominated Trustee Morrison as the Board Alternate. Dr. Morales informed the Board that he would be bringing this item for ratification at the February 18, 2015 board meeting.

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees appoint a Board Representative to the above mentioned committee.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 2/18/15

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

REPORT ON GO BOND REFUNDING (Cline/CFW)

The Board will receive an overview of the potential savings to be realized by a possible May 2015 refunding. Following the presentation, this item will be presented for the Board's consideration at their March 4, 2015 Board meeting.

FISCAL IMPACT

No fiscal impact to the district. The resulting impact would be a savings to the taxpayers.

RECOMMENDATION

None. Information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation – Oxnard School District 2015 Refunding Bonds Overview
(7 pages)



Oxnard School District

February 2015

2015 Refunding Bonds – Overview

Outstanding Bonded Debt Summary

February 2015

- **History:** The District currently has \$158 million in outstanding General Obligation (GO) bonds under four separate bond elections
 - Since 2008, the District has completed four bond refundings saving District taxpayers approximately \$3.5 million in debt service payments
- **Current Opportunity:** On November 7, 2006, the District’s voters approved a \$64 million authorization of GO bonds (Measure “M6”) and in February 2007, issued Series A (2007 Bonds) in the amount of \$32 million
 - Currently, the 2007 Bonds can be refinanced to achieve taxpayer savings

Outstanding GO Debt Profile						
Election	Amount Authorized	Issue Year	Purpose	Amount Sold	Amount Outstanding	
1988	\$40 million	1997	Refunding	\$19,890,672	\$1,015,672	
			Sub-Total	\$19,890,672	\$1,015,672	
1997	\$57 million	2001	Refunding	\$20,920,000	\$14,590,000	
			2010	Refunding	\$10,750,000	\$9,005,000
			2011	Refunding	\$7,275,000	\$6,015,000
			2012	Refunding	\$12,240,000	\$12,100,000
			Sub-Total	\$51,185,000	\$41,710,000	
2006	\$64 million	2007	New Money	\$32,000,000	\$15,545,000	
			2008	New Money	\$31,997,467	\$28,897,467
			2014	Refunding	\$11,635,000	\$11,635,000
			Sub-Total	\$75,632,467	\$56,077,467	
2012	\$90 million	2012	New Money	\$18,390,000	\$17,955,000	
			2013	New Money	\$25,500,000	\$25,500,000
			2014	New Money	\$15,750,000	\$15,750,000
			Sub-Total	\$59,640,000	\$59,205,000	
Grand Total				\$206,348,139	\$158,008,139	

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, District FY 2013 Audit

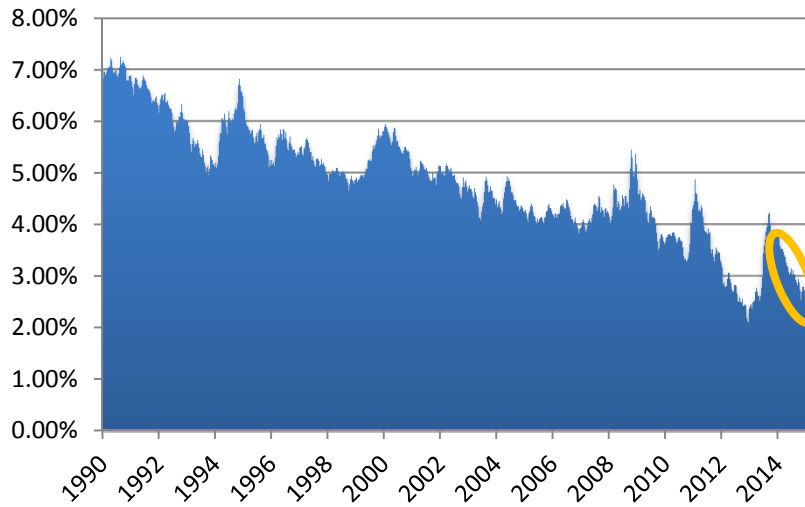


- The District refunded a portion of its 2007 Bonds in June 2014
- The remaining 2007 Bonds are currently outstanding and may be refunded on a “current basis” beginning May 5, 2015 to take advantage of the prevailing low interest rate environment
 - \$14.8 million in principal is eligible for refunding
 - Estimated debt service savings of approximately \$1.2 million, provided no change in current market interest rates
 - Represents a 5% net present value savings – the industry benchmark for viable refundings is 3% or above

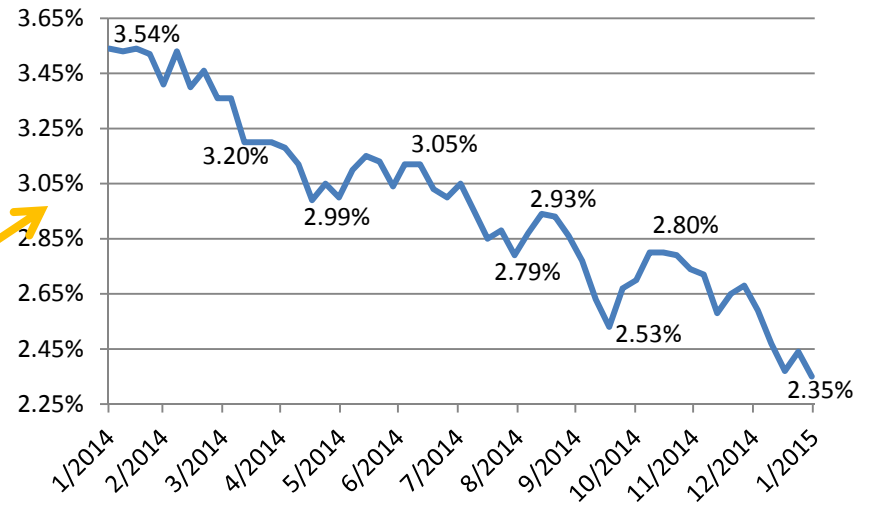
Note: savings based on market rates as of January 30, 2015; preliminary; subject to change



MMD AAA 20-Year GO Index
1990 through Present



MMD AAA 20-Year GO Index
January 2014 through Present



Source: Thomson Reuters



Preliminary Savings Comparison

February 2015

\$14,810,000

Oxnard School District, Ventura County
 General Obligation Refunding Bonds
 Series 2015

Debt Service Comparison

Year	Total Principal + Interest	Existing Debt Service	Net New Debt Service	Old Net Debt Service	Savings
2015	\$318,396	\$791,175	\$1,109,571	\$1,112,628	\$3,057
2016	\$610,325	\$0	\$610,325	\$642,906	\$32,581
2017	\$614,925	\$0	\$614,925	\$642,906	\$27,981
2018	\$614,325	\$0	\$614,325	\$642,906	\$28,581
2019	\$613,725	\$0	\$613,725	\$642,906	\$29,181
2020	\$613,125	\$0	\$613,125	\$642,906	\$29,781
2021	\$612,525	\$0	\$612,525	\$642,906	\$30,381
2022	\$611,775	\$0	\$611,775	\$642,906	\$31,131
2023	\$611,025	\$0	\$611,025	\$642,906	\$31,881
2024	\$610,275	\$0	\$610,275	\$642,906	\$32,631
2025	\$614,525	\$0	\$614,525	\$642,906	\$28,381
2026	\$613,525	\$0	\$613,525	\$642,906	\$29,381
2027	\$612,525	\$0	\$612,525	\$642,906	\$30,381
2028	\$1,916,525	\$0	\$1,916,525	\$2,012,906	\$96,381
2029	\$1,920,275	\$0	\$1,920,275	\$2,014,681	\$94,406
2030	\$1,925,525	\$0	\$1,925,525	\$2,018,906	\$93,381
2031	\$1,922,025	\$0	\$1,922,025	\$2,018,500	\$96,475
2032	\$1,925,025	\$0	\$1,925,025	\$2,020,250	\$95,225
2033	\$1,928,325	\$0	\$1,928,325	\$2,023,938	\$95,613
2034	\$1,929,525	\$0	\$1,929,525	\$2,024,344	\$94,819
2035	\$1,933,625	\$0	\$1,933,625	\$2,026,469	\$92,844
2036	\$1,935,450	\$0	\$1,935,450	\$2,030,094	\$94,644
Total	\$25,007,296	\$791,175	\$25,798,471	\$27,017,591	\$1,219,120

Note: savings based on market rates as of January 30, 2015; preliminary; subject to change

Caldwell Flores
 Winters, Inc.



Considerations

February 2015

- Unique Interest Rate Environment – Interest rates for municipal bonds are near all-time lows and it is expected that these rates will rise in the near future
- Sizable Savings – Given prevailing market rates, the proposed refunding is estimated to generate over \$1.2 million in gross savings, representing approximately 5% in net present value savings
- Lower Tax Rates – Lower interest expense equates to lower property tax rates for District taxpayers
- Ease of Execution – With the assistance of the District’s legal team and financing partners, the 2015 Refunding Bonds will be issued with a minimal amount of Staff involvement and time



Note: savings based on market rates as of January 30, 2015; preliminary; subject to change

Caldwell Flores
Winters, Inc.



Proposed Timeline (If Authorized)

February 2015

February							March							April							May						
S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S	S	M	T	W	R	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
							29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
																					31						

Date	Action	Party
February 18	Informational Board Meeting discussing 2015 Refunding Bonds	District
March 4	Board approves Resolution, Preliminary Official Statement (POS) and other legal documents to authorize the 2015 Refunding Bonds	District
March 20	Rating Agency Meeting/Call (Tentative)	District/FA
March 26	Post POS	BC (All)
April 8	Price 2015 Refunding Bonds	District/FA/UW
May 6	Close 2015 Refunding Bonds	District/FA/UW



BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 02/18/15

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

Budget Update (Cline)

The Administration will present an updated report on the status of the State Budget for the 2015-16 fiscal year.

FISCAL IMPACT:

Information only.

RECOMMENDATION:

None- Information only.

ADDITIONAL MATERIAL(S):

Attached: None.



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(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	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	19	Regular Board Meeting
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	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: 12-10-14

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

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The **Constitution** of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The **Administrative Code, Title 5, Education**, which consists of rules adopted by the State Board of Education.

Rules and Regulations adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

Board Meetings are video-taped and televised.

PROCEDURES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. **Written Communication.** Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. **Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda.** When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. **Agenda Items Requested by the Public.** The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for 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