

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #17
REGULAR BOARD MEETING
Wednesday, June 7, 2017
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

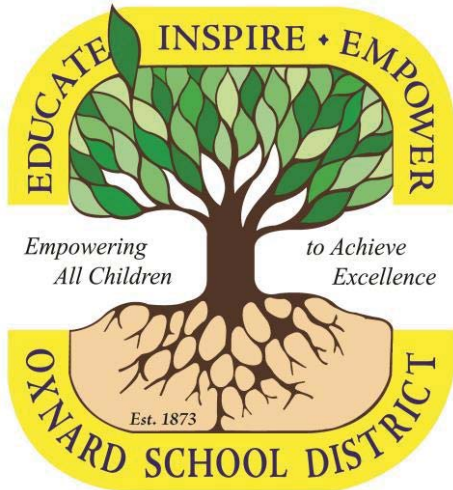
***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

Section A
PRELIMINARY

A.1 Call to Order and Roll Call **5:00 PM**

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

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag

Mrs. Aracely Fox, Principal at Soria Academy of Technology, Arts & Language, will introduce Diego Flores, 6th grader in Mrs. Martinez’s class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Elisandra Hernandez, 6th grader in Mrs. Barajas’s class; then read in Spanish by Jocelyn Guerrero, 6th grader in Mrs. Barajas’s class.

A.4 Presentation by Soria Academy of Technology, Arts & Language

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

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.6 Study Session – Oxnard School District 2017-2018 Local Control Accountability Plan (Freeman)

The Board of Trustees will receive a presentation on the Oxnard School District’s 2017-2018 Local Control Accountability Plan (LCAP).

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

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

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

-
1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation:
 - Office of Administrative Services Case No. OAH 2016090944 and OAH2016091008

 2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consider the Request to Readmit Expelled Student(s):
Case No. 15-30 (Action Item)

 3. Removal/Suspension/Expulsion of a Student (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 16-18 (Action Item)
 - Case No. 16-19 (Action Item)

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

 5. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue

Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.

Negotiating Parties: Dennis Hardgrave on behalf of the property owners
Under Negotiations: Instruction to agency negotiator on price and terms.

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

A.9 Reconvene to Open Session**7:00 PM**

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

PRELIMINARY

(continued)

A.10 Report Out of Closed Session

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

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

Case No. 15-30 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:**Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __****REMOVAL/SUSPENSION/EXPULSION OF STUDENTS***(Education Code 48912; 20 U.S.C. Section 1232g)*

Case No. 16-18 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:**Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __****REMOVAL/SUSPENSION/EXPULSION OF STUDENTS***(Education Code 48912; 20 U.S.C. Section 1232g)*

Case No. 16-19 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:**Madrigal Lopez __, Robles-Solis __, O’Leary __ Cordes __, Morrison __*****A.11 Recognition of Parent Volunteers of the Year (Dr. Morales)***

The Board will recognize a Parent Volunteer of the Year from each of the District’s Schools for 2016-2017.

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Public Hearing – Oxnard School District 2017-18 Local Control Accountability Plan (Freeman)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Local Control Accountability Plan (LCAP) prior to its adoption at the June 21, 2017 board meeting.

Presentation:
Board Discussion:
Public Comment:

B.3 Public Hearing – Oxnard School District 2017-18 Adopted Budget (Cline/Penanhoat)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Adopted Budget prior to its adoption at the June 21, 2017 board meeting.

Presentation:
Board Discussion:
Public Comment:

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

Section B
PUBLIC COMMENT/HEARINGS
 (continued)

B.4 Public Hearing – Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District’s (District) Initial Proposals for 2017-18 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

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

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

- Article VI: Leave of Absence
- Article VIII: Full Inclusion
- Article IX: Evaluation
- Article X: Peer Assistance & Review
- Article XI: Working Hours
- Article XII: Class Size
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term of Agreement
- Article XXX: Elementary (K-6) Compensation
- Article XXXI: Specialized Job Classification

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

Roll Call Vote:

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

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

**Section C
CONSENT AGENDA**

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.I Agreements

It is recommended that the Board approve the following agreements: Dept/School

Support Services:

- Amendment #3 to #11-156 with Nigro & Nigro PC, to provide a Performance Audit of the Measure D General Obligation Bond Fund for the 2016-17 fiscal year, amount not to exceed \$5,000.00, to be paid with General Funds; Cline/
Penanhoat
- #17-06 with All Languages Interpreting & Translating, to provide simultaneous translation (English/Spanish) at Board meetings during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$12,000.00, to be paid with General Funds; Morales
- #17-07 with Lifesigns, Inc., to provide communication services for deaf, hard of hearing, or deaf-blind persons as needed for parent conferences and meetings during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$5,000.00, to be paid with Title I Funds; Freeman/
Thomas
- #17-08 with American Language Services, to provide Translation/Interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$5,000.00, to be paid with Title I funds; Freeman/
Thomas
- #17-09 with Ventura County Office of Education, Migrant Education, Region 17, to provide Identification and Recruitment Services for the Oxnard School District, as well as Saturday School and intervention after school hours for Migrant students during the period of July 1, 2017 through June 30, 2018, amount not to exceed \$60,000.00, program costs to be reimbursed by VCOE. Freeman/
Batista

Enrichment:

- #17-10 with Latino Film Institute Youth Cinema Project, to enhance and engage student learning through the use of filmmaking at Ramona School, for the period of July 1, 2017 through June 30, 2018, amount not to exceed \$79,493.20, to be paid with Unrestricted General Funds; Morales/
Cline

Facilities:

- #16-282 with Nolte Associates Inc. (NV5), to provide Geotechnical Soils Observation and Testing, as well as Materials Sampling, Testing and Inspection for the San Miguel Pre-School – New Portable Classrooms Project, amount not to exceed \$12,711.30, to be paid out of Deferred Maintenance One-Time Funds; Cline/
Fateh
- #16-283 with BR & Associates Inc. to provide DSA Inspection Services for the Chavez HVAC Modernization and San Miguel Pre-School – New Portable Classrooms Projects as required by the Division of the State Architect (DSA), amount not to exceed \$36,000.00, to be paid with Deferred Maintenance One-Time Funds; Cline/
Fateh

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

Section C
CONSENT AGENDA
(continued)

C.1 Agreements (cont.)

- | | |
|---|-----------------|
| <ul style="list-style-type: none"> ▪ #16-284 with Kenco Construction Services Inc., to provide DSA Inspection Services for Marquees at Frank and Haydock Academies and for the Playground and Fencing Project at Driffill School as required by the Division of the State Architect (DSA), amount not to exceed \$10,920.00, to be paid as follows: \$7,280.00 – MSAP Funds and \$3,640.00 – Deferred Maintenance Funds; | Cline/
Fateh |
| <ul style="list-style-type: none"> ▪ #16-285 with Nolte Associates Inc. (NV5), to provide Materials Testing and Inspection Services for the Chavez HVAC Modernization Phases 1 & 2, and the Haydock Marquee Project, amount not to exceed \$10,067.50 to be paid as follows: \$5,228.00 – Routine Restricted Maintenance Funds and \$4,839.50 – MSAP Funds; | Cline/
Fateh |
| <ul style="list-style-type: none"> ▪ #16-286 with Nolte Associates Inc. (NV5), to provide DSA Inspector Services for the Curren Fire Sprinkler Corrections Project, amount not to exceed \$10,200.00, to be paid with Deferred Maintenance Funds; | Cline/
Fateh |

C.2 Ratification of Agreements

It is recommended that the Board ratify the following agreements: Dept/School

Special Education:

- | | |
|---|--------------------|
| <ul style="list-style-type: none"> ▪ #16-270 with Casa Pacifica School, to provide Non-Public School (NPS) Services for Student DM091308 for the 2016-17 school year, including Extended School Year, amount not to exceed \$11,573.52, to be paid with Special Education Funds; | Freeman/
Sugden |
|---|--------------------|

Support Services:

- | | |
|---|-------------------|
| <ul style="list-style-type: none"> ▪ #16-278 with Ventura County Office of Education, to provide a Counseling Grant Consultant to evaluate the implementation and impact of OSD's School Counseling Grant for the 2016-17 program year, amount not to exceed \$8,000.00, to be paid with Counseling Grant Funds. | Freeman/
Ridge |
| <ul style="list-style-type: none"> ▪ #16-281 with Durham School Services, L.P., to provide required routine and regularly scheduled maintenance to the district's bus fleet until the district can fill the Vehicle & Equipment Mechanic position; amount not to exceed \$10,000.00 (\$55.00 per hour), to be paid with General Funds. | Cline/
Briscoe |

C.3 Request for Approval of Increase to Meal Prices

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase of meal prices to \$2.45 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2017-2018 school year. Dept/School
Cline/
Lugotoff

C.4 Request for Growth Leave for the 2017-2018 School Year

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees not approve the Growth Leave requested by Ms. Laura Nolan due to the fiscal impact and difficulties in securing qualified substitute teachers. Dept/School
Vaca

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.5 Approval of Field Contract #FC-P17-05055 – Lee Construction Company

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P17-05055 with Lee Construction Company, in the amount of \$18,462.00, to be paid with Deferred Maintenance One-Time funds.	Dept/School Cline/ Fateh
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C.6 Approval of Field Contract #FC-P17-05070 – West Coast Air Conditioning

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P17-05070 with West Coast Air Conditioning, in the amount of \$28,250.00, to be paid with Deferred Maintenance One-Time funds.	Dept/School Cline/ Fateh
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C.7 Approval of Field Contract #FC-P18-00047 – Borchard Construction Inc.

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees approve Field Contract #FC-P18-00047 with Borchard Construction Inc., in the amount of \$22,942.50, to be paid with Deferred Maintenance One-Time funds.	Dept/School Cline/ Fateh
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C.8 Approve Out of State SDE National Conference

It is the recommendation of the Assistant Superintendent, Educational Services, and the Principal, Harrington School, that the Board of Trustees approve the attendance of Ms. Claudia Andrade and Ms. Carmen Torres, Harrington teachers, at the Staff Development for Educators (SDE) National Conference in Las Vegas, Nevada, July 10-14, 2017.	Dept/School Freeman/ Ramirez
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C.9 Approval to Apply – Co-Curricular Golden Bell Award Application

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum & Instruction, that the Board of Trustees approve the District's submission of an application for the California Schools Boards Association's Golden Bell Award. The Educational Services Department wishes to submit an application in the category of Co-Curricular for the After School Program.	Dept/School Freeman/ Thomas
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C.10 Site Technology Technician Salary Reallocation

It is the recommendation of the Personnel Commission that the Board of Trustees accept the salary reallocation for Site Technology Technician from Range 17.5 to Range 20.0 on the Classified/CSEA salary schedule retroactive to February 1, 2017.	Dept/School Koch
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C.11 Rejection of Liability Claim: #VCBA07426A1

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 #VCBA07426A1 as recommended by the Joint Powers Authorities.	Dept/School Vaca/ Magaña
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C.12 Establish/Abolish/Reduce/Increase Hours of Positions

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

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

Dept/School
Vaca/Koch

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

**Section D
ACTION ITEMS**

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

D.1 Rejection of Bid Protest, Award of Formal Bid #16-03 and Approval of Agreement #16-275 for San Miguel Pre-School New Portable Classrooms (Cline/Fateh)

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees 1) reject the Bid Protest submitted by GRD Construction, and 2) award Bid #16-03 San Miguel Pre-School New Portable Classrooms, in the total amount of \$819,000.00, and enter into Agreement #16-275 with Viola, Inc.

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

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F
BOARD POLICIES

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

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

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

Revision BP & AR 5131.62	Students TOBACCO	Freeman
Revision BP & AR 6174	Instruction EDUCATION FOR ENGLISH LANGUAGE LEARNERS	Freeman

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

Section G
CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/7/17

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

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

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

**OXNARD SCHOOL DISTRICT 2017-18 LOCAL CONTROL ACCOUNTABILITY PLAN
(Freeman)**

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control Accountability Plan (LCAP) for 2017-2018.

FISCAL IMPACT: N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees accept the presentation as outlined above

ADDITIONAL MATERIAL:

PowerPoint

LOCAL CONTROL ACCOUNTABILITY PLAN

Robin Freeman

June 7, 2017
Study Session



Services for Students

- 1.3 English Learner Materials & Monitoring Software**
Materiales para los estudiantes aprendices de inglés y software de monitoreo

- 1.9 Ready, Set, Go**
Programa Ready, Set Go!

- 1.10 Newcomer Support**
Apoyo para los estudiantes recién llegados

- 1.13 Summer School for Intervention and Enrichment**
Escuela de verano para intervención y enriquecimiento

- 1.15 Core Textbook Adoption**
Adopción de los libros de texto básicos

- 1.16 Class Size Reduction**
Reducción del tamaño de las clases

- 1.17 Site Based Funds to Support Site Incentives & Parent Education**
Fondos a nivel de los planteles escolares para apoyar los incentivos de la escuela y la capacitación de padres



Services for Students (continued)

- 1.18 STAR 360, Accelerated Reader & MyON**
Programas STAR 360, Accelerated Reader y MyON
- 1.19 Technology Replacement**
Reemplazo de equipo tecnológico
- 1.20 18 Special Education Staff**
Personal para educación especial (18)
- 1.23 AVID (Advancement Via Individual Determination)**
Programa AVID (Avance vía determinación individual)
- 2.6 Indigenous Student Support – Connection with Indigenous Community**
Apoyo a los estudiantes de comunidades indígenas – Conexión con la comunidad indígena
- 2.7 K-8 After School Opportunities**
Oportunidades después del horario escolar regular, K – 8



Services for Students (continued)

- 2.10 **School Resource Officers**
Oficiales de recursos escolares
- 2.11 **Campus Supervision**
Supervisión del campus
- 2.12 **Nurses**
Personal de enfermería
- 2.13 **Health Assistants**
Técnicos de salud
- 2.14 **Late Bus Route**
Ruta de ómnibus que funcione más tarde
- 2.15 **Counselors**
Consejeros
- 2.16 **Breakfast Program**
Programa de desayuno
- 2.17 **Outreach Consultant**
Consultor de alcance comunitario
- 2.19 **Transportation to Academies**
Transporte a las academias
- 3.4 **Mixteco Translators (3)**
Traductores de mixteco (3)



Services to Support Teachers

- 1.1 5 English Learner TOSAs*
5 Maestros en Asignación Especial (TOSA) para los estudiantes aprendices de inglés (EL)
- 1.2 English Language Development Professional Development
Desarrollo profesional para los maestros de Desarrollo del Idioma Inglés
- 1.4 Professional Development for Teachers of English Learner 1s & 2s in 6th – 8th
Desarrollo profesional para los maestros de los estudiantes aprendices de inglés de nivel 1 y 2 de 6-8
- 1.5 Dual Language Immersion Teacher Support with DLI Director
Apoyo a los maestros del programa de Inmersión Bilingüe (DLI) con un director de DLI
- 1.6 Professional Development for DLI teachers
Desarrollo profesional para los maestros de DLI
- 1.7 Transitional Bilingual Education Program Analysis
Análisis del programa de Educación Bilingüe de Transición (TBE)
- 1.8 Professional Development in Biliteracy Instruction
Desarrollo Profesional en Enseñanza Bilingüe



Services to Support Teachers (continued)

- 1.11 **English Learner Master Plan Implementation**
Implementación del Plan Maestro para estudiantes aprendices de inglés
- 1.14 Math & Technology Mentors
Mentores de matemáticas y tecnología
- 1.15 Core Textbook Adoption – English Language Arts/English Language Development, Grades 6-8
Adopción de los libros de texto básicos – Artes del Lenguaje Inglés /Desarrollo del Lenguaje Inglés, 6-8
- 1.19 Technology Replacement
Reemplazo de equipo tecnológico
- 1.21 Site TOSAs*
Maestros en Asignación Especial (TOSA) en los planteles escolares
- 1.22 Technology TOSA* (2)
Tecnología TOSA (2) para los maestros en asignación especial
- 1.24 Competitive Salary & Benefits
Salarios y beneficios competitivos



Services to Support Teachers (continued)

- 1.25 Increase Recruitment Efforts
Incrementar los esfuerzos de reclutamiento
- 1.27 Classified Employees – Training for Certificated Hard-to-Fill Positions
Empleados clasificados – Capacitación para puestos certificados difíciles de cubrir
- 2.1 District Positive Behavior Intervention and Support (PBIS) Committee
Comité del Distrito para el Programa de Apoyo e Intervención a la Conducta Positiva (PBIS)
- 2.2 PBIS Committee @ Each School Site
Comités PBIS en cada plantel escolar
- *Teacher on Special Assignment
- 2.3 CHAMPS District Wide
Programa CHAMPS en todo el distrito
- 2.4 Professional Development for Cultural Awareness and Proficiency
Desarrollo profesional en conciencia y competencia cultural



Services to Support Teachers (continued)

- 2.5 Art & Music TOSAs*
Maestros en asignación especial (TOSA) de Arte y Música

- 2.8 Behavioral Specialist Positions (2)
Puesto de Especialista Conductual (2)

- 2.10 School Resource Officers
Oficiales de recursos escolares

- 2.18 Restorative Justice Professional Development
Desarrollo profesional en Justicia Restaurativa

*Teacher on Special Assignment



Services for Parents and School Sites

- 1.12 Migrant Education Recruiter**
Reclutador de educación migrante

- 1.26 Preschool Public Relations**
Relaciones públicas para el programa pre-escolar

- 2.17 Outreach Consultant**
Consultor de alcance comunitario

- 3.1 Parent Communication**
Comunicación con los padres

- 3.2 Community Liaison**
Enlace comunitario

- 3.3 Site Based Funds for Parent Training**
Fondos a nivel de los planteles escolares para capacitación de los padres

- 3.4 Mixteco Translators (3)**
Traductores de mixteco (3)

- 3.5 Bilingual Parent Support Coordinator/Parent Involvement**
Coordinador de Apoyo familiar bilingüe /Participación de los padres

- 3.6 Public Information Officer**
Oficial de información pública



Services for Parents and School Sites (continued)

1.22 Technology Replacement
Reemplazo de equipo tecnológico

2.19 Deferred Maintenance
Mantenimiento diferido



OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **6/7/17**

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

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

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

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2017-18 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Freeman)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 21, 2017 Board Meeting.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2017-18 Local Control and Accountability Plan.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS X

SECTION C: CONSENT AGENDA _____ Agreement Category:

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

SECTION D: ACTION _____

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

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2017-18 BUDGET (Cline/Penanhoat)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2017-18 Adopted Budget prior to its adoption at the June 21, 2017 Board meeting.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2017-18 Adopted Budget.

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **June 7, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: X
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2017-18 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article XXVIII, Term, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the following:

- Article VI: Leaves of Absence
- Article VIII: Full Inclusion
- Article IX: Evaluation
- Article X: Peer Assistance and Review
- Article XI: Working Hours
- Article XII: Class Size
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term of Agreement
- Article XXX: Elementary (K-6) Compensation
- Article XXXI: Specialized Job Classification

FISCAL IMPACT:

None

RECOMMENDATION:

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

ADDITIONAL MATERIAL(S): (Attached)

- Letter to Board of Trustees President dated 5/3/17
- Letter to OEA Bargaining Chair dated 5/3/17
- District's Initial Bargaining Proposals to OEA for 2017-18
- Letter dated 4/24/17 from OEA Bargaining Chair to District, including OEA 2017-18 Proposals
- Notice of Public Hearing dated 5/24/17



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

May 3, 2017

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

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Morrison,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association ("OEA") and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Lisa Cline, Deputy Superintendent, Business & Fiscal Services
Teri Gern, Director, Certificated Human Resources
Kelly Castillo, Principal, K-8 Representative
Greg Brisbine, Principal, Middle School Representative
Anna Thomas, Director, Curriculum, Instruction and Accountability
Dr. Ana DeGenna, Director, Dual Language Programs

The District is requesting to negotiate Article IX (Evaluation), Article XI (Working Hours), Article XII (Class Size), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2016 or March 15 of any successive year, and no later than April 15, 2016 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

11051 South "A" Street • Oxnard, California 93030 • 805/385-1501

Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

May 3, 2017

Diana Duarte
Oxnard Educators Association, Bargaining Chair
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code Section 3547

Dear Ms. Duarte,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator
Lisa Cline, Deputy Superintendent, Business & Fiscal Services
Teri Gern, Director, Certificated Human Resources
Kelly Castillo, Principal, K-8 School Representative
Greg Brisbine, Principal, Middle School Representative
Anna Thomas, Director, Curriculum, Instruction and Accountability
Dr. Ana DeGenna, Director, Dual Language Programs

The District is requesting to negotiate Article IX (Evaluation), Article XI (Working Hours), Article XII (Class Size), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2016 or March 15 of any successive year, and no later than April 15, 2016 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE
OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION
FOR A TERM COMMENCING IN THE
2017-2018 SCHOOL YEAR

May 3, 2017

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the “District”) and the Oxnard Educators Association (the “Association”) the District hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing July 1, 2017 as follows:

ARTICLE IX: EVALUATION

The District seeks to enter into discussion related to evaluation.

ARTICLE XI: WORKING HOURS

The District seeks to enter into discussion related to working hours.

ARTICLE XII: CLASS SIZE

The District seeks to enter into discussion related to class size.

ARTICLE XIX: SALARIES

The District seeks to bargain salaries and other compensation covered by this article.

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to bargain employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining agreement.

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

April 24, 2017

Dr. Cesar Morales, Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2017 – 2018 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,



Diana Duarte, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,
Human Resources and Support Services
Mary Jordan, CTA Uniserv Staff
Robin Lefkovits, OEA President

OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING
AGREEMENT 2017-2018

April 24, 2017

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

- 1. Article VI: Leaves of Absence**
- 2. Article VIII: Full Inclusion**
- 3. Article X: Peer Assistance and Review**
- 4. Article XII: Class Size**
- 5. Article XIX: Salaries**
- 6. Article XX: Employee Benefits**
- 7. Article XXVIII: Term**
- 8. Article XXX: Elementary (K-6) Compensation**
- 9. Article XXXI: Specialized Job Classification**



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

May 24, 2017

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

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

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

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

SECTION D: ACTION _____

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

Approval of Amendment #3 to Agreement #11-156 – Nigro & Nigro, PC – District Audit Services for Measure D - Fiscal Year 2016-17 (Cline/Penanhoat)

At the Board meeting of October 19, 2011 the Board of Trustees awarded Agreement #11-156 to Nigro & Nigro PC to perform the District’s General Audit as well as the Performance Audit of the Measure M6 General Obligation Bond Building Fund through the 2011-12 fiscal year, in the amount not to exceed \$150,000.00.

At the Board meeting of February 20, 2013 the Board of Trustees approved Amendment #1 for additional services related to the addition of the Performance Audit of the Measure R General Obligation Bond Building Fund for the 2012-13 & 2013-14 fiscal years in the amount not to exceed \$17,000.00.

At the Board meeting of August 20, 2014 the Board of Trustees approved Amendment #2 to extend Agreement #11-156 for an additional three (3) fiscal years, 2014-15, 2015-16, and 2016-17, to perform the District’s General Audit as well as the Performance Audits of the Measure M6 and Measure R General Obligation Bond Building Funds, in the amount not to exceed \$181,900.00.

The passage of Measure D GO Bond in November 2016 requires additional services be added to this agreement. Amendment #3 in the amount not to exceed \$5,000.00 is for additional services related to the 2016-17 Performance Audit of the Measure D General Obligation Bond Fund.

FISCAL IMPACT:

2016-17 - \$5,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees approve Amendment #3 to Agreement #11-156 with Nigro & Nigro, PC, in the amount not to exceed \$5,000.00.

ADDITIONAL MATERIALS:

Attached: Amendment #3, Letter of Engagement (4 Pages)
 Agreement #11-156, Nigro & Nigro, PC (6 Pages)



April 25, 2017

AMENDMENT #3 TO OSD AGREEMENT #11-156

Oxnard School District
1051 South A Street
Oxnard, CA 93030

We are pleased to confirm our understanding of the services we are providing for Oxnard School District for the fiscal year ended June 30, 2017. We will audit the financial statements of the Measure D Building Fund of Oxnard School District as of and for the fiscal year ended June 30, 2017. We will also conduct an annual performance audit in accordance with *Government Auditing Standards* to ensure that bond proceeds have been spent only on allowable costs.

Objective

The objective of our financial audit is the expression of an opinion about whether the financial statements of the Measure D Building Fund are fairly presented, in all material respects, in conformity with generally accepted accounting principles.

The objective of our performance audit is the expression of an opinion about whether the expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Oxnard School District and other procedures we consider necessary to enable us to express an opinion on whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or form an opinion, we may disclaim an opinion or not issue a report.

Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed, though, to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. We will inform you of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. In addition, we will inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oxnard School District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion. Management maintains the responsibility for identifying and ensuring that Oxnard School District complies with applicable laws, regulations, contracts, and other agreements.

Our procedures will also include tests of documentary evidence supporting the transactions recorded in the accounts, may include tests of the physical existence of inventories, and will include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate internal control-related matters to management and those charged with governance as required by professional standards.

Management Responsibilities

We understand that you will make all financial records and related information available to us for our audit and that you are responsible for the accuracy and completeness of that information. The management of Oxnard School District has the responsibility for the proper recording of transactions in the books of account, for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the safeguarding of assets, for ensuring compliance with applicable laws and regulations, and for the preparation and substantial accuracy of the financial statements, in accordance with generally accepted accounting principles. Although we may advise you about appropriate accounting principles and their application, the selection and method of application are the sole responsibility of the Oxnard School District's management. As part of our engagement, we may also propose standard, adjusting, or correcting journal entries on your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing all services performed as part of this engagement as well as evaluating the adequacy and results of those services and accepting responsibility for the services. In addition, management is responsible for adjusting the financial statements for all material adjustments and for confirming to us in the management representation letter that all uncorrected misstatements aggregated by us during the current audit engagement are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government that involves management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government that have been received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring

that the entity complies with applicable laws and regulations and for taking timely and appropriate actions to remedy any fraud, illegal acts, or violations of contracts and agreements. You agree that you will confirm to us in your management representation letter your understanding of your responsibilities as defined in this letter.

Other

We understand that your employees will type all confirmations we request and will locate any documents we select for testing.

Jeff Nigro is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Nigro & Nigro's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

It is our policy to keep records related to this engagement for seven (7) years. However, Nigro & Nigro does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Nigro & Nigro shall be free to destroy our records related to this engagement.

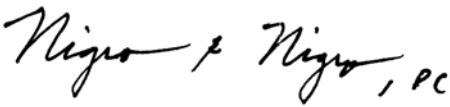
The maximum annual fee under this contract shall be \$5,000 for the fiscal year ended June 30, 2017 and \$9,000 for each of the fiscal years ended June 30, 2018 through 2020. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before incurring additional costs.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to Oxnard School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Oxnard School District.

APPROVED:

Oxnard School District
Lisa A. Franz, Director, Purchasing

Date

AGREEMENT #11-156 PROFESSIONAL AUDIT SERVICES

THIS AGREEMENT is made and entered into, the 19th day of October 2011 between the Oxnard School District of 1051 South A Street, Oxnard, California 93030, in Ventura County, State of California, hereinafter "DISTRICT," and Nigro & Nigro PC, Certified Public Accountants of 25090 Jefferson Avenue, Murrieta, CA 92562, hereinafter "AUDITOR."

RECITALS

WHEREAS, pursuant to Section 41020 of the Education Code, the DISTRICT's Board of Trustees is required, on an annual basis, to provide for an audit of the books and accounts of the DISTRICT;

WHEREAS, the AUDITOR are Certified Public Accountants duly authorized to practice and licensed as such by the California Board of Accountancy and are deemed by the State Controller's Office as qualified to conduct audits of local educational agencies;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and promises hereinafter contained, the Parties agree as follows:

1. ENGAGEMENT OF AUDITOR. The DISTRICT hereby engages the AUDITOR, and the AUDITOR hereby accepts the engagement, to audit all books and accounts of said DISTRICT in the manner and upon the conditions set forth herein.

2. AUDIT PROCEDURE AND SCOPE. The audit shall be made in accordance with generally accepted auditing standards and shall include, to the extent applicable, the audit procedures required by the State Controller's Office as detailed in the State Controller's most recent publication of "Standards and Procedures for Audits of California K-12 Local Educational Agencies" ("Audit Guide"), and such other publications on school district audit procedures of the State Controller as have been or shall be issued during the period of this Agreement. The scope of audit shall not be limited to that provided in the aforementioned publications in the event that in the opinion of the AUDITOR, particular circumstances warrant extension thereof. The audit shall include all funds of the DISTRICT including the General Fund, Special Revenue Funds, Building Funds, Bond Interest and Redemption Fund, Cafeteria Account, Student Body Funds, and Long-Term Debt Accounts, and any other funds in the control and jurisdiction of the DISTRICT. Data Collection (SF-SACS) Form will also be requested. AUDITOR shall also conduct a performance audit of the Measure M6 General Obligation Bond Building Fund of the DISTRICT in accordance with the California Constitution and Proposition 39.

The AUDITOR shall, upon the request of the DISTRICT, assist the DISTRICT in making estimates of the audit costs for budget purposes, and upon completion of the audit, render a statement in full of time and expense charges to the DISTRICT.

The AUDITOR shall provide the State Controller access to audit working papers to permit the State Controller to complete a review upon request pursuant to Section 14504 of the Education Code. The AUDITOR's scope of services shall also include any consultations on the audit report or reports, or any revisions thereof, or the furnishing of any additional data in connection therewith, as may be

required by the State Controller's Office.

In cases wherein the AUDITOR can and does place reliance upon the work of a state agency, another individual accountant or firm of public accountants or certified public accountants, the AUDITOR shall state in the audit report the extent of such reliance and shall name the agency, accountant or accountants upon whose work the AUDITOR relies. Nothing in this paragraph shall be construed to limit the responsibility on the part of the AUDITOR or to obligate the AUDITOR to accept or perform work that is not in compliance with the specifications of the engagement.

3. AUDIT PERIOD. The AUDITOR shall perform an audit of the three fiscal years July 1, 2011 through June 30, 2012, July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014.

4. FORM AND CONTENT OF REPORTS. The form and content of the audit reports shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

5. EXTRA WORK AND SERVICES. In the event that circumstances disclosed by the audits indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the AUDITOR shall provide the DISTRICT written notice of all ascertainable facts relative to such circumstance, together with an estimate or estimates of the additional cost or costs of furnishing a more detailed verification. In the event that the DISTRICT authorizes and approve the performance of extra work and services, it shall so notify the AUDITOR in writing. Should the DISTRICT elect not to employ extended procedures, then, and in that event, the audit report will be subject to qualification with respect to the circumstances involved.

6. RENDERING REPORTS. The audit shall be completed, and the audit reports shall be delivered in the manner and to the parties hereinafter set forth, not later than December 15th following the fiscal year being audited. Audit progress reports will be provided, as requested by the DISTRICT. Upon request, the AUDITOR will provide a draft report, participate in an exit conference and present the final audit to the DISTRICT's Board of Trustees.

7. FILING OF REPORTS. Twenty-five (25) copies of each report on examination herein required to be made shall be prepared and substantially bound by the AUDITOR.

8. BEGINNING WORK. The AUDITOR shall commence work on this engagement as soon as practicable after the execution of this contract.

9. COMPENSATION. The total amount that may be expended for the audits provided herein is as follows:

Year Ended June 30, 2012	Year Ended June 30, 2013	Year Ended June 30, 2014
\$41,500.00 (Gen. Audit)	\$41,500.00 (Gen. Audit)	\$41,500.00 (Gen. Audit)
<u>\$ 8,500.00 (Bond Audit)</u>	<u>\$ 8,500.00 (Bond Audit)</u>	<u>\$ 8,500.00 (Bond Audit)</u>
\$50,000.00 (Total)	\$50,000.00 (Total)	\$50,000.00 (Total)

Extra work and services approved by the DISTRICT and performed by the AUDITOR shall be reimbursed at the following hourly rates:

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Partner	\$185	\$185	\$185
Supervisor	\$125	\$125	\$125
Senior	\$110	\$110	\$110
Junior	\$ 90	\$ 90	\$ 90
Clerical	\$ 55	\$ 55	\$ 55

10. PAYMENT. The DISTRICT shall pay the AUDITOR ninety percent (90%) of the payment due under this Agreement, including payment for extra work and services, as the audit work is completed and upon receipt of the AUDITOR'S invoices. The AUDITOR shall invoice the DISTRICT on a monthly basis for work performed. The final ten percent (10%) due for each fiscal year audit shall be remitted to the AUDITOR upon certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. In accordance with Section 14505(b) of the Education Code, fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract shall be withheld if the prior year's audit report failed to be certified as conforming to reporting provisions of the Audit Guide. The withheld amount shall not be payable unless payment is ordered by the California Board of Accountancy or the audit report for that subsequent year is certified by the State Controller as conforming to reporting provisions of the Audit Guide.

11. INDEMNITY. To the fullest extent permitted by law, the AUDITOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

1. Any and all claims under workers' compensation acts and other employee benefit acts with respect to the AUDITOR'S employees arising out of the AUDITOR'S work under this Agreement; and
2. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the AUDITOR or any person, firm or corporation employed by the AUDITOR upon or in connection with the audit, except for liability resulting from the negligence or willful misconduct of the DISTRICT its officers, employees, agents or persons who are directly employed by the DISTRICT,
3. Any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the AUDITOR, or any person, firm or corporation employed by the AUDITOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the Audit, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the negligence of the DISTRICT.

The AUDITOR, at AUDITOR'S own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability as may arise in this section Indemnity (1)(2)(3), and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

12. **INSURANCE.** The AUDITOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the DISTRICT which will protect the AUDITOR and the DISTRICT from claims which may arise out of or result from the AUDITOR'S actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. **Workers' Compensation and Employers Liability Insurance** in accordance with the laws of the State of California.
2. **Comprehensive general and auto liability insurance** with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - a. owned, non-owned and hired vehicles;
 - b. blanket contractual;
 - c. broad form property damage; and
 - d. personal injury.
3. **Professional liability (Errors and Omissions) insurance**, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the first year term of this Agreement and renewed each year thereafter that the Agreement is renewed.

Each policy of insurance required in (a), and (b) above shall name the DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of the AUDITOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The AUDITOR shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the AUDITOR shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the AUDITOR fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the AUDITOR, and in such event the AUDITOR shall reimburse the DISTRICT upon demand for the cost thereof.

The AUDITOR shall provide a certificate of each policy each year the Agreement is in effect. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

13. ASSOCIATES. The AUDITOR shall have the option, with the written consent of the DISTRICT, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this Agreement.

14. SUCCESSORS AND ASSIGNS. All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns. Except as provided herein, the AUDITOR shall not sublet, assign, or transfer their interest in this contract without the written consent of the DISTRICT.

15. TERMINATION. Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. In the event of such termination, the Auditor shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the DISTRICT, and the AUDITOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein. Additionally, this Agreement shall be null and void if a firm or individual is declared ineligible pursuant to Section 41020.5(c) of the Education Code.

16. AMENDMENT. This Agreement may be amended or altered upon the mutual, written agreement of the parties.

17. OFFICE FACILITIES. The DISTRICT shall provide or arrange for and provide adequate office facilities (exclusive of equipment, supplies, or services) for consummation of work hereunder without charge to the AUDITOR.

18. WAIVER. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the DISTRICT of any work or services by the AUDITOR shall not constitute a waiver of any of the provisions of this Agreement.

20. ENTIRE AGREEMENT. The terms and conditions of this Agreement, incorporating by reference RFP #11-01 Professional Audit Services and the Statement of Work and Supplemental Terms and Conditions submitted by the AUDITOR shall comprise the full contract between the parties. Any exception to the RFP #11-01 agreed upon by the parties shall be noted and initialed by the DISTRICT and the AUDITOR.

IN WITNESS THEREOF said parties to this agreement have executed these presents,

and hereunto set their hands all on the day and year herein first above written.

OXNARD SCHOOL DISTRICT

NIGRO & NIGRO, PC

Lisa A. Franz
Signature

Jeff Nigro
Signature

By: Lisa A. Franz, Director of Purchasing

By: Jeff Nigro, CPA, CFE

10-20-11
Date

9-29-11
Date

Federal Tax ID #95-6002318

Federal Tax ID # 30-0636241

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/7/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

X Support Services

____ Personnel

____ Legal

____ Facilities

SECTION D: ACTION _____

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

Approval of Agreement #17-06 –All Languages Interpreting & Translating (Morales)

All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

The cost for services will remain the same as the 2016-17 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2017-2018 fiscal year would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #17-06 with All Languages Interpreting & Translating.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-06, All Languages Interpreting & Translating (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-06

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2017** through **June 30, 2018** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Cesar Morales
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ALL LANGUAGES INTERPRETING & TRANSLATING:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-06

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-06

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #17-06

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-06

COMPENSATION

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

**\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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

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

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

IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-06

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-06

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-06

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-06

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-06

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

April 26, 2017

Presented to:

MS. PATRICIA LOMELI
OXNARD SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
ADMINISTRATIVE ASSISTANT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. During the last few weeks we have provided interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, other languages are also available. Our services are mostly used during IEP meetings with parents and students. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/7/17

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

Approval of Agreement #17-07 - Lifesigns Inc. (Freeman/Thomas)

Provide communication services for deaf, hard of hearing, or deaf-blind persons as needed for parent conferences and meetings during the period of July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

\$5,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-07 with Lifesigns Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-07, Lifesigns Inc. (10 Pages)



LIFESIGNS
SINCE 1986

AMERICAN SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT

LIFESIGNS office hours are from 8:30am to 5:00pm, Monday through Friday
We observe all state holidays

FOR ALL AREAS

DISPATCH OFFICE
(To request an interpreter)

Toll Free: (888) 930-7776
Dispatch Office: (323) 550-4210
FAX: (888) 227-5021
Email: lifesigns@lifesignsinc.org

ACCOUNT SERVICES
(For billing and contract inquiries)

Voice: (323) 550-4242
Videophone: (323) 892-2212 or (323) 892-2228
Email: Accountservices@lifesignsinc.org

FOR AFTER-HOURS EMERGENCIES
(5:00PM – 8:30AM MONDAY-FRIDAY, WEEKENDS & HOLIDAYS)
(800) 633-8883

(Note: This number is for mental health, medical, and law enforcement emergencies only)
Please do not use the emergency number for regular requests or messages

NOTE: ALL LIFESIGNS ONSITE ASSIGNMENTS ARE BILLED AT A 2-HOUR MINIMUM

*Video Remote Interpreting (VRI) and on-demand services are available 24/7 via
www.lifesignsinc.org*

LIFESIGNS, Inc.
2222 Laverna Avenue
Los Angeles, CA 90041
Tax ID: 95-4044564

LIFESIGNS, Inc. is a subsidiary of the Greater Los Angeles Agency on Deafness, Inc. (GLAD)



SPECIFICATIONS AND RESPONSIBILITIES:

1. INTENT

LifeSigns (dba LIFESIGNS, Inc. and hereafter LIFESIGNS) provides communication services to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to AGENCY. AGENCY agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by LIFESIGNS on an as-needed basis.

2. DEFINITIONS

After-hours Emergency: Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends and holidays.

Business hours: Monday through Friday, between 8:30 a.m. to 5:00 p.m. *excluding weekends and holidays.*

On-call: Emergency medical, mental health or law enforcement requests made after hours.

Emergency Interpreting: Any request submitted less than 72 hours from date of services needed. Also, any time that exceeds the originally requested time will be billed at the emergency rate.

Portal to Portal: For emergency on-Call requests, billing starts from when the interpreter is dispatched and has left their home to your location, and ends when the interpreter arrives back at their home upon the completion of the assignment.

Agency: The entity that is requesting interpreting services. They are the party to be billed and can also be considered the REQUESTOR or CUSTOMER.

3. ON-SITE SIGN LANGUAGE INTERPRETING

LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID), OR possess Educational Interpreter Performance Assessment (EIPA) certification. Most certificate holders have completed professional interpreter training and have extensive professional interpreting experience.

ON-SITE TEAM INTERPRETING - LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20-30 minutes. Generally, assignments exceeding 2 hours or any assignment with continuous non-stop presentations (lectures, presentations even if under 2 hours), meetings, groups and/or legal type meetings where two separate parties are represented with two different sides/points of view will require a team of two or more interpreters.

In these instances, agency will be billed for 2 (or more) interpreters for the same assignment.

ON-SITE AFTER-HOURS (AKA ON-CALL) EMERGENCY INTERPRETING

Emergency requests for true medical, mental and law enforcement situations are given top priority. Interpreters are available every day after-hours (5:00pm to 8:30am) specifically for **true medical, mental health and law enforcement emergencies only**. *Please do not call the After-Hours Emergency Line to make requests or to leave messages for the dispatchers.*

1. If you have an emergency or last minute request during business hours, please call our Dispatch Office at (888) 930-7776.
2. The emergency phone number is 800-633-8883, and is available after business offices have closed. The emergency line is for medical, mental health and law enforcement emergencies only that require immediate services. The Dispatch Operator is not equipped to give responses or answer any questions regarding scheduled jobs.

ON-SITE INTERPRETING FEE SCHEDULE

ON-SITE GENERAL FEE RATE SCHEDULE - for requests made greater than 72 business hours (3 business days) in advance of date of service:

1. **ASL, SEE & Oral:** \$75 per hour with a 2 hour on-site minimum
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter):** \$80 per hour with a 2 hour on-site minimum
3. **Team Interpreting:** Rates as noted above **times** the number of interpreters (each interpreter is to paid)

ON-SITE EMERGENCY RATES - will be charged for any service requested with less than 72 business hours (3 business days) advanced notice. Emergency rates are as follows:

1. **ASL, SEE & Oral:** \$85 per hour with a 2 hour on-site minimum
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter):** \$90 per hour with a two (2) hour on-site minimum
3. **Emergency On-Call (after-hours) services:** \$105 per hour. On-call assignments are billed Portal to Portal (see previous definitions). Cancellations that incur en route will be billed for the 2-hour minimum or the Portal-to Portal time, whichever is longer

DISTANCE INCENTIVE: Due to the distance of assignment locations we may negotiate additional fee as an incentive to entice interpreters to drive the distance.

POLICIES AND PROCEDURES FOR
AGENCY ONSITE INTERPRETER SERVICES REQUESTS

Due to the high demand for communication services, LIFESIGNS strongly encourages that **all requests be made with a minimum of 5-7 working days' advance notice**. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice; however, every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

1. Date of service needed
2. Time span of service (start time and an approximate end time)



3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information)
4. Contact person at the interpreting site and direct phone/cell number
5. Nature of the assignment (1-1 meeting, computer training, medical appointment, new employee orientation, parent/teacher conference, etc.)
6. Billing information (authorized person, attention to whom and PO# if required)

We strongly suggest that you over- estimate the time an interpreter is needed as we cannot guarantee the interpreter's availability after the scheduled time. The interpreter may have other scheduled assignments based on the original requested time and be unable to stay for duration of the assignment. **Assignments exceeding the original time requested will be billed at the emergency rate.**

CONFIRMATION OF INTERPRETER

LIFESIGNS will email confirmation of your interpreter request to the email address on file. **If you do not receive a confirmation that an interpreter has been assigned to your request, it is advisable for you to contact LIFESIGNS to confirm. If you do not receive confirmation of interpreter assignment, and decide to request services through another agency, you must contact LIFESIGNS via email or fax during business hours to cancel your request or you will be billed for the interpreter.** Failure to cancel the request obligates payment to the interpreter. LIFESIGNS makes every effort to provide a courtesy notice via email confirming that the job has been assigned along with the name of the interpreter, dependent on accurate email address (es) being provided.

POLICY ON CANCELLATIONS AND CHANGES

To affect billing, please follow these guidelines:

- Any change or cancellation notification must be received by LIFESIGNS Dispatch at **least 48 business hours prior to the scheduled start time.**
- **All changes or cancellations must be in writing via email or fax during business hours.**

**PLEASE NOTE:
LIFESIGNS BUSINESS HOURS ARE:
8:30am to 5:00pm Monday through Friday
(CLOSED all state and national holidays)**

**Send changes/cancellations to:
FAX: (888) 227-5021 Email: lifesigns@lifesignsinc.org**

1. All cancellations or changes must be made via email or fax during business hours. Cancellations/changes made after business hours and/or during holidays will not be considered until the next business day and may result in incurred costs if not received within timeframes stated above.
2. If the cancellation/change is not made within the specified amount of time, the AGENCY will be billed for the total amount of time requested.
3. Regular business hours do not include weekends and holidays.
4. Please make any cancellations or change via FAX or EMAIL and include the original request with the word CANCELLATION or CHANGE written diagonally across the request.



5. **ALWAYS call our Dispatch Office at (323) 550-4210 or (888) 930-7776 to verify that the cancellation or notice of change was received.**
6. If the request was made by phone please submit via FAX or EMAIL the following information:
 - a. Name of requesting agency or company
 - b. Date, time, location of appointment
 - c. Name of consumer
 - d. Write the words “PLEASE CANCEL REQUEST” OR list the specified change diagonally across the form and include your name and phone number.
 - e. **Note:** If your interpreting request is being paid by a third-party (i.e., insurance company), that party must notify LIFESIGNS of any cancellations or changes.

NO-SHOW POLICY

The event of CUSTOMER/PATIENT/CLIENT’s failure to appear for scheduled appointment will not release the AGENCY from the responsibility of full payment for secured services requested. It is the AGENCY’S responsibility to independently confirm that the CUSTOMER/PATIENT/CLIENT will appear. However, in the event that an interpreter is late for a scheduled appointment, then the fee for services rendered should be prorated to reflect the amount of time that was missed.

4. **VIDEO REMOTE INTERPRETING (VRI)**

LIFESIGNS qualified/certified VRI interpreter will facilitate information between the parties and deaf individuals through American Sign Language using strong internet connection and appropriate audio visual equipment.

LIFESIGNS VRI can be a cost-effective alternative to onsite interpreting when used appropriately. Examples are: for urgent communication needs, i.e. emergencies, one-on-one conversation, with only a few people, meetings of not more than 30 minutes duration, and/or non-complex information. **Please follow these guidelines to determine whether VRI is an appropriate choice:**

When to use VRI?

- While onsite interpreter is on his/her way
- When a deaf/hard of hearing individual is making an appointment at your office
- In a setting where resources or information are provided for the public (help center, information booth, etc.)
- Law enforcement requiring immediate services
- When distance and timing prevents immediate onsite services

When NOT to use VRI?

- Deaf/hard of hearing individual has mental health related appointments or in mental health facilities
- Deaf/blind individuals need tactile or small group interpreting services
- Deaf/hard of hearing individual is in certain position where he/she may not see the monitor clearly
- Deaf/hard of hearing individual is under influence of medication
- The event is long and/or complex in nature
- The environment includes large audience, which the microphone may not pick up sounds
- There is high interactivity involved

- Any legal cases including testimony, cross examination, any sensitive information

For questions concerning whether VRI is appropriate for a situation, please contact: Dispatch (888) 930-7776 during business hours Monday through Friday, between 8:30am to 5:00pm or via email: lifesigns@lifesignsinc.org.

Requirements for establishing successful VRI service:

- A computer and monitor screen or laptop/tablet set-up in a room or area affording privacy
- A private, quiet location – avoid areas with busy background noise
- Locations with high speed internet or strong Wi-Fi connection
- Camera connected and in focus
- Microphone is connected/turned on and can pick up sounds clearly
- Speakers are connected and loud enough for you to hear

LIFESIGNS qualified/certified VRI interpreters are trained to recognize various modes of communication needs that may arise during the VRI session. If LIFESIGNS VRI interpreter determines that in-person interpreting is needed, an in-person/on-site interpreter may be requested by contacting Dispatch. Onsite interpreting will be subject to the fees as outlined in the FEE SCHEDULE within SERVICE AGREEMENT.

VRI interpreters are available 24/7. Please contact www.lifesignsinc.org for immediate emergency VRI services. A major credit card is required if a VRI account has not been set-up. Please contact LIFESIGNS with any questions: (888) 930-7776 Monday to Friday from 8:30 am to 5:00 pm (PST).

VIDEO REMOTE INTERPRETING (VRI) FEE SCHEDULE:

VRI rates are billed on a per-minute fee basis, as follows:

1. **\$3 per minute** with no minimum **when requested at least 24 hours in advance**
2. **\$4 per minute** with no minimum **when requested with 24 hours or less notice**
3. **Cancellations** made 30 minutes or less prior to start of service will be billed for 15 minutes of service.
4. New and existing customers desiring to use VRI services please contact Dispatch to learn more.
Credit cards for on-demand VRI services required for new customers (under construction at this time).
Please contact Dispatch or visit for more information: www.lifesignsinc.org

ACCOUNT SERVICES

LIFESIGNS uses a fully-compliant online platform: <https://lifesigns.interpreterintelligence.com> which allows our customers to view their invoices online. Upon submission of your service agreement, LIFESIGNS will contact you via email to provide important information concerning your account.

If you have questions related to your invoices, contract/service agreement or other billing-related issues, please contact Account Services during regular business hours:

- Telephone: (323) 550-4242
- Videophone for deaf customers: (323) 892-2212 or (323) 892-2228
- Email: AccountsServices@lifesignsinc.org

REMITTANCE FOR SERVICE



Payment of invoice(s) is required within 30 days of receipt by AGENCY. Cost of service is incurred to AGENCY only when an onsite interpreter is dispatched, or AGENCY cancels as follows:

- Any change or cancellation notification must be received by LIFESIGNS Dispatch **at least 48 business hours prior to the scheduled start time.**
- **All changes or cancellations must be in writing via email or fax during business hours.**

INSUFFICIENT FUNDS/RETURNED CHECKS

Any returned check incurs a \$30.00 processing fee to requestor.

LATE FEES

Invoices in delinquency may incur a late fee to cover administrative costs. A monthly interest rate of 1.5% may be assessed to any invoice that is delinquent beyond the Net 30 payment policy agreed upon in this contract. If a requestor accumulates late invoices, LIFESIGNS may withhold services until the account balance is made current.

COLLECTIONS EXPENSES

All expenses incurred by LIFESIGNS for invoice collections from a third party will be invoiced to requestor. LIFESIGNS will send a certified letter to requestor informing them of an invoice delinquency before proceeding to collections.

INDEPENDENT CONTRACTOR STATUS

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

GRIEVANCE PROCEDURES

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual period, the AGENCY may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS.

Please use the following guidelines when addressing concerns:

1. Within one (1) week of the occurrence, please inform the director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the director, the AGENCY has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (LIFESIGNS, Inc. is a subsidiary of GLAD, Inc.).
2. AGENCY may also state the concern in writing and present it to the director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

1. Provide the specific complaint, suggestion or question.
2. Describe what took place.



3. Furnish date(s) of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
4. Include all supporting documentation.

TERMINATION OF SERVICES

Either party may terminate this Agreement without cause, effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

INDEMNIFICATION

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

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

CONTRACT DISPUTES

All disputes regarding this agreement shall be settled in Los Angeles County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

INSURANCE

LIFESIGNS shall procure at its own cost and expense, and maintain during the existence of this Agreement, the following policies in connection with the performance of the obligations in this Agreement:

- Professional Liability Insurance subject to \$1,000,000 limits
- Errors and Omissions Insurance subject to \$1,000,000 limits
- Comprehensive General Liability Insurance subject to \$2,000,000 limits

AMENDMENTS

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be included in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

For questions regarding this agreement, please contact our Account Services Office:

- Voice – (323) 550-4242



- Videophone (for deaf customers) – (323) 892-2212 or (323) 892-2228
- Email: Accountservices@lifesignsinc.org

NONDISCRIMINATION

Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

CONFIDENTIALITY

All parties involved in any services rendered are required to maintain confidentiality in regards to all information seen, heard or observed on any premises or shared from any party when making a request for service. All interpreters dispatched by LIFESIGNS are required to hold confidentiality to the highest standards set forth by the Registry of Interpreters for the Deaf, Inc.'s Code of Professional Conduct. Exceptions to confidentiality are only allowed in cases when a party must be a Mandated Reporter by law or when making a grievance or giving feedback in regards to services rendered or requested.

The Section Below Applies to Medical Facilities and Providers Only

GOVERNING LAW AND PARTIAL INVALIDITY

LIFESIGNS hereby acknowledges that AGENCY is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.

Further, LIFESIGNS acknowledges that AGENCY, its providers and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs.

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to AGENCY'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to AGENCY'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with AGENCY when and as required by HIPAA and its regulations.

EXPIRATION OF SERVICE AGREEMENT

This Agreement will expire after one (1) year from the date signed by agency.

SUMMARY OF AMERICAN SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT

1. General ASL rate is \$75 per hour (2 hour minimum)
2. Trilingual, CDI & Tactile rate is \$80 per hour (2 hour minimum)
3. Emergency rate for any service request made with less than 72 business hours (3 business days) notice:
 - ASL interpreting: \$85 per hour (2 hour minimum)
 - Trilingual, CDI or Tactile interpreting: \$90 per hour (2 hour minimum)
4. Emergency On-Call rate is \$105 per hour with Portal-to-Portal (2 hour minimum)
5. Team Interpreting – Rates as noted above **times** the number of interpreters.
6. Distance Incentive is due to the distance of assignment locations that we may negotiate additional fee as an incentive to entice interpreters to drive the distance to fulfill your needs.
7. To avoid full charge, cancellations/changes must occur during business hours (Monday-Friday, 8:30 am- 5:00 pm, EXCLUDING holidays and weekends). Notification of cancelled or changed requests must be submitted at least **48 hours** before assignment.
8. A “No-show” of deaf client still requires agency to pay for the entirety of requested hours.
9. Video Remote Interpreting (VRI) - Please follow stated guidelines to determine whether VRI is an appropriate choice. VRI rates are:
 - \$3 per minute with no minimum when requested at least 24 hours in advance
 - \$4 per minute with no minimum when requested with 24 hours or less notice
 - Cancellations made 30 minutes or less prior to start of service will be billed for 15 minutes of service.
 - Credit cards will soon be accepted and required for new customers desiring on-demand VRI services and do not have a LIFESIGNS account. Access: www.lifesignsinc.org.**Note:** credit card account will be automatically charged \$100 to cover VRI minutes used; unused minute costs will be refunded back to the credit card.

If you do not receive a confirmation and decide to request services through another agency, you must contact LIFESIGNS to cancel your request or you will be billed for the interpreter.

AUTHORIZING AND BILLING INFORMATION

Oxnard School District

Company Name or Individual's Name if Self-Pay

1051 South A Street, Oxnard, CA 93030

Billing Address, City, State, Zip Code

www.oxnardsd.org

athomas@oxnardsd.org

Website (URL)

E-mail address

Credit Card Number/expiration date (Applies to self-paying individuals only) Name on Card

Lisa A. Franz

Director, Purchasing

805-385-1501 x2414

PRINT Authorized Person's Name

Title

Direct Phone Number

Signature of Authorized Person

Date Signed (expires after one year)

LIFESIGNS, INC. - Tax ID: 95-4044564
2222 Laverna Avenue, Los Angeles, CA 90041
Email: lifesigns@lifesignsinc.org



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/7/17

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

Approval of Agreement #17-08 – American Language Services (Freeman/Thomas)

American Language Services will provide Translation/Interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings during the period of July 1, 2017 through June 30, 2018.

FISCAL IMPACT

\$5,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-08 with American Language Services.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-08, American Language Services (13 Pages)
Proposal - Services & Rates (7 Pages)

OXNARD SCHOOL DISTRICT

Agreement #17-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and American Language Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Five Thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Robin Freeman
 Phone: 805.385.1501, x2032
 Fax: 805.483.7426

To Consultant: American Language Services
 1849 Sawtelle Blvd., Suite 600
 Los Angeles, CA 90025
 Attention: Jay Herzog
 Phone: (310) 829.0741 x305
 Fax: (866) 773.8591

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

AMERICAN LANGUAGE SERVICES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

Not Project Related

Project #17-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

SERVICES

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

Provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings

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

N/A

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #17-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

COMPENSATION

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

*Per attached Proposal/Fee Schedule – Not to Exceed \$5,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-08

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #17-08

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AML-Global
AMERICAN LANGUAGE SERVICES

Making The World Smaller

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net



AML-Global

AMERICAN LANGUAGE SERVICES

Making The World Smaller

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

INTERPRETING

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

TRANSLATION & TRANSCRIPTION

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

DESKTOP PUBLISHING

- **All Major Software**
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

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**AMERICAN LANGUAGE SERVICES
INTERPRETING RATES
SOUTHERN CALIFORNIA
AS OF AUGUST 1, 2014**

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
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15 PRIME LANGUAGES

SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS	\$550	\$985	\$175
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- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply
- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



AML-Global AMERICAN LANGUAGE SERVICES

Making The World Smaller

TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

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AMERICAN LANGUAGE SERVICES

TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR		LANGUAGE	COST PER AUDIO HOUR	
----------	---------------------	--	----------	---------------------	--

(Partial List of over 150 Languages)

ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

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AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District
Acton School District Office
Alhambra Unified School District
Anaheim City School District
Antelope School District
Arizona State University
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Carlsbad Unified School District
Castaic Union School District
Centinella Valley Union School District
Charter Oak Unified School District
Claremont Unified School District
Compton Unified School District
Conejo Valley Unified School District
Corinne A. Seeds University Elementary School
Corona Norco Unified School District
Covina Valley Unified School District
Crescenta Valley Water District
Culver City Unified School District
DeVry University
Downey Unified School District
Duarte Unified School District
East Whittier City School District
Eastside Union District
El Rancho Unified School District
El Segundo Unified School District
Fairbanks North Star Borough School District
Federal Wage and Labor Law Institute
Franklin Elementary School
Garvey School District
Glendale Unified School District
Glendora Unified School District
Gorman School District
Hacienda La Puente Unified School District
Hampton University
Harvey Mudd College
Hawthorne School district
Hermosa Beach City School District
Hughes Elizabeth Lakes School District
Inglewood Unified School District
Keppel School District
La Canada Unified School System
Lancaster School District
Las Virgenes School District
LAUSD (Los Angeles) Community Outreach
LAUSD District 8, A, B, C, D, E, F, G, H, I, J
LAUSD Translation Unit
Lawndale School District
Learn.com
Lennox School District
Little Lake City School District
Long Beach City College CITD-CMTAC
Long Beach City College CITD-CMTAC
Long Beach Unified School District
Los Angeles County Office of Education
Los Nietos School District
Lynwood Unified School District
Marquez Charter School
MIND Institute
Monrovia Unified School District
Montebello Unified School District
NewHall School District

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AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/7/17

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

**Approval of Agreement/MOU #17-09 - Ventura County Office of Education
(Freeman/Batista)**

This agreement with the Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE), is to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours during the period of July 1, 2017 through June 30, 2018.

FISCAL IMPACT:

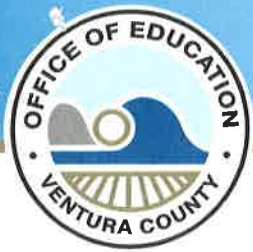
Not to exceed \$60,000.00 – Program costs to be reimbursed by VCOE

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #17-09 with the Ventura County Office of Education, Migrant Education Program, Region 17.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-09, Ventura County Office of Education (3 Pages)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

OSD AGREEMENT #17-09

MEMORANDUM OF UNDERSTANDING

Between

Region 17, Migrant Education Program

Ventura County Office of Education

And

Oxnard Elementary School District

1051 South A Street, Oxnard, California 93030

This is an agreement to provide supplementary educational services for the Oxnard Elementary School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Oxnard Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2017 to June 30, 2018 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any and all necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit any and all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are sufficient funds.

- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.
- 3.0 Provide bus transportation for both the summer school program and the regular school year program.
- 4.0 Provide nutrition for both the summer school program and the regular school year program.
- 5.0 Provide custodial services for both the summer school program and the regular school year program.
- 6.0 Appropriate educational facilities for both the summer school program and the regular school year program.

TERMINATION:

Either party, in writing, may terminate this MOU at any time upon 30 days' written notice to the other Party.

REVISION/AMENDMENT:

This MOU may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

IDEMNIFICATION/HOLD HARMLESS:

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Oxnard [REDACTED] School District
1051 South A Street
Oxnard, California 93030

Ventura County Office of Education
5189 Verdugo Way
Camarillo, California 93012

By: _____
Signature Superintendent or Designee

By: _____
Signature Superintendent or Designee

Lisa A. Franz
Print Name
Director, Purchasing
Print Title

Dr. Roger Rice
Print Name
Deputy Superintendent
Print Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 6/7/17

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

Agreement Category:

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

SECTION D: ACTION _____

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

Approval of Agreement #17-10 – Latino Film Institute Youth Cinema Project (Morales/Cline)

The goal of the Latino Film Institute Youth Cinema Project at Ramona School is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

Term of Agreement: July 1, 2017 through June 30, 2018

FISCAL IMPACT

\$79,493.20 to be paid out of the Unrestricted General Fund.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #17-10 with the Latino Film Institute Youth Cinema Project at Ramona School.

ADDITIONAL MATERIAL

Attached: Agreement #17-10, Latino Film Institute Youth Cinema Project (6 Pages)



May 17, 2017

Dr. Cesar Morales
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Re: Agreement Between Oxnard School District and the Latino Film Institute Youth Cinema Project

Dear Dr. Morales:

Please allow me to express our appreciation to the Board of Trustees and the Oxnard School District (the “District”) for the opportunity for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The goal of the Youth Cinema Project is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at one (1) elementary school, specifically one (1) fourth-grade class at the Ramona Elementary school site. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

Each class will be taught by a District employed certificated teacher. Before the start of the school year, the Youth Cinema Project will provide sixteen (16) hours of orientation and teacher training for each of the District teachers and any administrators the District designates in the program. Once the program has begun, the Youth Cinema Project specialists will provide fifteen (15) hours of year-round staff development for each of the District teachers and any administrators the District designates to participate in the program.

The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents, the community, and others. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the District, and will not exceed two (2) per semester.

A list of equipment costs to be borne by the district, along with the estimated costs of the field trips, will be emailed separately

Fees and Costs

The District will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the District at an hourly rate of \$116.00 per hour and (2) a fee of \$9,325.20 to cover costs of program management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

Attached to this letter is an estimated budget for the Youth Cinema Project for the 2017-18 school year.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

Billings

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "**Latino Film Institute Youth Cinema Project.**" The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Cooperation in Program Assessment

The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

Intellection Property

The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

Term and Termination

This agreement shall be effective as of July 1st, 2017 and shall remain in effect through June 30, 2018.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project
18034 Ventura Blvd., Suite 288
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,



Rafael Agustín
Executive Director,
Latino Film Institute Youth Cinema Project

I have read and am authorized to agree to the foregoing:

OXNARD SCHOOL DISTRICT

By: Dr. Cesar Morales
Superintendent

**2017-18 ESTIMATED BUDGET FOR
YOUTH CINEMA PROJECT AT
OXNARD SCHOOL DISTRICT**

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) for Oxnard School District (the “District”). The estimates are based on the assumption of 180 instructional days, 34 weeks of actual instruction, and class sizes of 30 students.

1. Teacher Orientation and Staff Development:

Prior to the start of the program, District teachers and administrators assigned to the program will receive approximately sixteen hours (16) hours of orientation and training.

The Youth Cinema Project’s teacher orientation and training program is conducted by our Chief Academic & Program Development Officers. These same Officers will also conduct approximately fifteen hours (15) of year-round staff development for each class with the District teachers and administrators. Total annual number of hours for orientation, training, and staff development are forty-seven (47).

Orientation, Training, and Staff Development Costs: 47 x \$116 = **\$5,452**

The Youth Cinema Project Chief Academic & Program Development Officers assigned to the individual classes at the District will continue training District personnel over the course of the instructional year.

2. School Classroom:

Film program instruction requires one and a half (1.5) hours of instruction two times a week. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project instructors, as well as the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. The estimated cost for each elementary class is:

Instructor #1: 7 hours per week x 34 weeks = 238 hours x \$116 = \$27,608

Instructor #2: 7 hours per week x 34 weeks = 238 hours x \$116 = \$27,608

Accordingly, the costs would be: **\$55,216**

Additionally, LFI will invite guest lecturers to present on specialized topics (3 times a semester). LFI is assuming a cost of \$250 per expert. PLEASE NOTE: LFI instructors are part of the industry professionals in the classroom LFI promises. But, LFI instructors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

Thus the annual cost of the class in the first year would thus be:

6 x \$250 dollars, i.e. \$1,500 plus \$55,216 = **\$56,716**

3. Program Management, Coordination, and Support:

The program will require management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum. These services will cost approximately \$9,325.20.

Furthermore, we also recommend that the District allow the institute to help coordinate end-of-year **community screenings** where the District can invite parents and community members to watch the students' films. NOTE: this is different than the end-of-year **industry/professional screenings**; these are strictly for students and closed to the general public.

4. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

5. Recap

Training & Year-round Development	\$5,452
Elementary School Classroom	\$56,716
Program Administration, Manager-Coordinator	\$9,325.20
Estimated Expenses:	<u>\$8,000</u>
Total	\$79,493.20

These costs can be significantly reduced in cases where districts contract for more than one class, and schedule such classes on the same day on a back-to-back basis (at the same school site, or equivalent).

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ **X** Facilities

SECTION D: ACTION _____

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

Approval of Agreement #16-282 – Nolte Associates Inc. (Cline/Fateh)

Nolte Associates Inc. (NV5) will provide Geotechnical Soils Observation and Testing, as well as Materials Sampling, Testing and Inspection for the San Miguel Pre-School – New Portable Classrooms Project.

FISCAL IMPACT:

\$12,711.30 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #16-282 with Nolte Associates Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-282, Nolte Associates Inc. (13 Pages)
 Proposal (5 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-282

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and Nolte Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 17, 2017 through October 31, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Twelve Thousand Seven Hundred Eleven Dollars and 30 Cents (\$12,711.30), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: David Fateh
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Nolte Associates Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
Phone: (805) 656.6074
Fax: (805) 650.6264

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

NOLTE ASSOCIATES INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-282

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-282

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/19/17

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

PER ATTACHED PROPOSAL DATED 5/19/17

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #16-282

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-282

COMPENSATION

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

Total Compensation Not to Exceed \$12,711.30

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

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

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

IV. The total compensation for the Services shall not exceed \$12,711.30 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-282

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-282

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #16-282

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-282

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-282

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

May 19, 2017

Oxnard School District
 1055 South C Street
 Oxnard, California 93030

Project No: 2017.06.0134
 DSA App. No.: 03-117806
 File No.: 56-22

ATTENTION: David Fateh, Director of Facilities

Email: dfateh@oxnardsd.org

SUBJECT: **Proposal for Construction Materials Engineering and Testing Services for San Miguel PreSchool New Portable Classrooms**

NV5 West, Inc. is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Services and Cost Estimate

Submittal Review & PreCon Meeting

	Rate	Units	Total
Sr. Engineer	\$ 155.00 hr	4	\$ 620.00

Material Sampling, Testing & Inspection - Soils & Pavement

Sr. Technician - Soil/Base/Asph./Conc. <i>(assume 4 to 8 hr/trip x 8 trips)</i> <i>(Compaction testing on soil, base, asph.; sample concrete every 150 yards)</i>	\$ 98.00 hr	80	\$ 7,840.00
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Mileage - Inspector & Technician	\$ 0.65 mi	192	\$ 124.80
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Soil Max. Density	\$ 185.00 ea	3	\$ 555.00
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Agg. Base Max Density	\$ 210.00 ea	1	\$ 210.00
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Asphalt Max Density / Bulk Specific Gravity Testing	\$ 220.00 ea	1	\$ 220.00
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Concrete Batch Plant & Concrete Technician <i>(if required)</i> <i>(estimate batch plant inspector follow truck and cast cylinders)</i>	\$ 96.00 hr	4	\$ 384.00
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Concrete Compression Test (1 sets of 5)	\$ 20.00 ea	5	\$ 100.00
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Concrete Cylinder Pickup	\$ 9.50 ea	5	\$ 47.50
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Technician - Ground Rod Tests	\$ 200.00 ea	3	\$ 600.00
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Misc.

Engineering (Final Report, QC, and Project Management)	\$ 155.00 hr	8	\$ 1,240.00
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DSA Form 293 (GVR), 291 interim & final (LVRs)	\$ 385.00 ea	2	\$ 770.00
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TOTAL:			\$ 12,711.30
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Notes:

- 1 Proposal is based on information provided by Client.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
Billing will be for actual service provided.
- 3 Estimate assumes Prevailing Wage rates apply.
- 4 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wages.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 WEST, INC.



Carol Harrison
DSA Project Manager



Scott Moors
Vice President

2017 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method. See notes regarding TAT at bottom of page 3.

Project Setup - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

Minimum Charges - Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work

over 12 hours in one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Drillers-CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify Lab of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

Certified Payroll - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff		Standard
Principal Engineer/Geologist/Consultant		\$185
Senior Engineer/Geologist/Consultant (PE, CEG)		\$160
Project Engineer/Geologist/Consultant		\$135
Project Manager		\$120
Staff Engineer/Geologist/Consultant		\$110
B. Field Sampling, Inspection & Testing		Standard
Special (Deputy) Inspector	\$100	\$86
<i>(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)</i>		
Public Works Inspector	\$110	\$98
Roofing/Waterproofing Inspector	\$100	\$92
Concrete/Asphalt Batch Plant Inspection	\$100	\$88
Technician* (Soil/Asphalt/Special Testing)	\$100	\$88
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$100	\$90
C. DSA / OSHPH Inspection & Testing		Standard
Project Inspector / IOR, DSA Class I		\$110
Project Inspector / IOR, DSA Class II/III		\$100
DSA Masonry / Shotcrete Inspection	\$104	\$92
DSA 5 SI (Inspector Qualifications)		\$75 ea.
Special Inspection Verified Report (SIVR/VR)		\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)		\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)		\$545 (min.) ea.
D. Sample Pickup, Delivery, & Mileage		Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price		\$60/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$90 /hr
Mileage - Field Vehicle (\$30/day minimum charge)		\$0.65/mi
Mileage - Coring Truck		\$0.75/mi
Vehicle - Field Truck		\$55/day
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$35/trip

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$90/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)		\$70/hr
Court Appearance and Depositions (4 hr min)		\$295/hr
Drafting/CADD		\$70/hr
Clerical		\$60/hr

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$95/day
3. Ceiling Wire Dead-Weight Equip.	\$160/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor - 4hr min)	\$575/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$95/day
12. Schmidt Hammer	\$65/day
13. Skidmore Wilhelm, per day	\$195/day
14. Torque Wrench (Large), per day	\$55/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
B Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal to portal)	\$0.75/mi
5. Traffic Control	Per Quote

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 40
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 265
7. Expansion Index – ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) – ASTM D4972 ^C	\$ 35
10. Resistivity – ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH – CTM 643 ^C	\$ 155
12. Soil Cement – Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
14. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
15. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Moisture & Dry Density (ring samples) ^A	\$ 22
6. Moisture determination (aggregate samples) ^A	\$ 35
7. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
6. Cement Treated Base – stability	\$ 525
7. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
8. Cleanliness Test – CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175

30. Unit weight – ASTM C29	\$ 72
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E Dimensional Stone Tests

1. Compressive Strength – ASTM C170 ^D	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 65
3. Modulus of Rupture – ASTM C99 ^D	\$ 115
4. Flexural Strength – ASTM C880 ^D	\$ 130

*(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & 1 to rift.)
(All prices are for prepared samples. Cutting and machining charges are extra.)*

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Concrete compression: 6x12 cylinders – ASTM C39 ^A	\$ 26
2. Concrete compression: 4x8 cylinders – ASTM C39 ^A	\$ 22
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 12.50
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C42 ^C	\$ 45
7. Concrete Trial Batch (includes 6 compression tests)	\$ 765
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) ^C	\$ 64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 15
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 38 ea
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 80
15. Shotcrete/Gunite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 38
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 50
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 215
22. Petrographic analysis of hardened concrete – ASTM C856 (per core) ^E	\$ 950
23. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
24. Splitting tensile – ASTM C496 ^D	\$ 175
25. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$ 96

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 54
3. Compressive strength, brick, 5 required – ASTM C67 ^D	\$ 45
4. Compression - masonry core ^C	\$ 45
5. Compression - masonry prisms 8"x8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required – ASTM C140 ^D (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required ^D	\$ 42
8. Masonry Prism Pickup (ea.)	\$ 45
9. Masonry Unit Acceptance Test – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426 ^E	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 42
17. Shear test on masonry core – CBC 2105A, 4 ^B	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A, 4 ^B	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A – 3 working days	B – 5 working days	C – 7 working days
D – 10 working days	E – >10 working days	

TAT indicates testing time under typical conditions and is subject to change.

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$50
5. Tensile test (rebar), up to & including #8 ^C	\$55
6. Tensile test (rebar) #9, #10, #11 ^D	\$95
7. Tensile test (rebar) #14, #18 ^D	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, $\lt; \frac{3}{4}$ cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >math>\gt; \frac{3}{4}</math> cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts – proof load (non-DSA) ^D	\$ 45
Bolts – ultimate load ^D	\$ 65
Bolts – hardness ^D	\$ 35
3. Nuts – proof load ^D	\$ 45
Nuts – hardness ^D	\$ 35
4. Washers – hardness ^D	\$ 35

E Welding Procedure and Welder Qualification Tests

	<u>to 3/8"</u>	<u>over 3/8"</u>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.

**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$210
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$270

B Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 ^A	\$235
Solvent Extraction Method – ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 ^A	\$155
Solvent Extraction Method – ASTM 2172 ^B	\$305
5. Film stripping – CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor – CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) – ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) – ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$200
16. Moisture content – ASTM D-1461 ^A	\$115
17. Moisture Susceptibility – AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core – ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion – CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) – T-283, CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

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

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-283 – BR & Associates Inc. (Cline/Fateh)

BR & Associates Inc. will provide DSA Inspection Services for the Chavez HVAC Modernization & San Miguel Pre-School – New Portable Classrooms Projects as required by the Division of State Architect (DSA).

FISCAL IMPACT:

\$36,000.00 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #16-283 with BR & Associates Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-283, BR & Associates Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-283

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and BR & Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 17, 2017 through August 31, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Thirty-Six Thousand Dollars and No Cents (\$36,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: David Fateh
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: BR & Associates Inc.
2565 Callahan Avenue
Simi Valley, CA 93065
Attention: Bryan Reeve
Phone: (805) 822.9228
Fax: ()

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

BR & ASSOCIATES INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-283

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-283

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/5/17

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

PER ATTACHED PROPOSAL DATED 5/5/17

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #16-283

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-283

COMPENSATION

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

Total Compensation Not to Exceed \$36,000.00

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

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

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

IV. The total compensation for the Services shall not exceed 36,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-283

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-283

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #16-283

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-283

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-283

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

5/5/2017

Bryan Reeve
BR & Associates, Inc.
2565 Callahan Ave,
Simi Valley, CA 93065

David Fateh,
Here is a proposal for DSA Project Inspection services per DSA PR 13-01 for the RFP for DSA
Inspection Services from June 17 to August 31.

Option 1:

Hourly rate \$70.00/hour with an a 4 hour minimum per project and 2 hour minimums
thereafter.

Overtime- Weekend and anytime over 8 hours in one day will be 2 hour minimums at
\$115.00/hour

Option 2:

For 3 projects: **San Miguel 03-117806, Chavez MPR 03-117626, Chavez 300 & 600 03-116914**

Lump Sum total is \$36,000.00

For **Frank Marquee 03-117873 and Haydock Marquee 03-117871 additional lump sum of \$2000.00**

For **Driffill additional lump sum of \$1000.00**

I appreciate your consideration for my services. If you have any questions please call.



Bryan Reeve
Owner/Project Inspector
BR & Associates, Inc.

(805) 822-9228

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- X Facilities

- D. Action Items _____
- F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-284 – Kenco Construction Services Inc. (Cline/Fateh)

Kenco Construction Services Inc. will provide DSA Inspection Services for Marquees at Frank and Haydock Academies, and for the Playground and Fencing Project at Driffill School as required by the Division of State Architect (DSA).

FISCAL IMPACT:

Not to exceed \$10,920.00: \$7,280 – MSAP Funds
 \$3,640 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #16-284 with Kenco Construction Services Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #16-284, Kenco Construction Services Inc. (13 Pages)
 Proposal (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #14-284

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and Kenco Construction Services Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 17, 2017 through October 31, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Ten Thousand Nine Hundred Twenty Dollars (\$10,920.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1055 South C Street
Oxnard, California, 93030
Attention: Jorge Gutierrez
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Kenco Construction Services Inc.
1230 Doris Avenue
Oxnard, CA 93030
Attention: Ken Hinge
Phone: (714) 981.2752
Fax:
Email: kenhinge@kenco-inc.com

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

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

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

26. **Administration.** DAVID FATEH shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

KENCO CONSTRUCTION SERVICES INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-284

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-284

SERVICES

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

PERFORM DSA INSPECTION SERVICES FOR HAYDOCK & FRANK MARQUEES AND DRIFFILL PLAYGROUND AND FENCING PROJECT PER ATTACHED PROPOSAL DATED 4/29/17

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

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #16-284

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-284

COMPENSATION

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

Total Compensation as follows:

Haydock & Frank Marquees - Not to Exceed \$7,280.00

Drifill Playground & Fencing Project – Not to exceed \$3,640.00

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

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

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

IV. The total compensation for the Services shall not exceed \$10,920.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-284

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-284

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #16-284

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-284

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-284

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT

A Division of the State Architects

“Building Safer Schools”

www.kencoconstructionservices.com

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

Proposal for DSA Inspection.

Date: 04-29-17

Project Client: Oxnard School District. Attention: David Fateh, Facilities
1055 South C Street
Oxnard, Ca. 93030
(805) 385-1514

Proposed Projects: **San Miguel Pre-School #03-117806:** 3 portables, utilities, & site work.
***NOTE: in-plant inspections are not included.**
Chavez ES #03-116914 & #03-117636: HVAC replacement at 3 bldgs.
Haydock Academy #03-117871: Pole mount Marquee Sign & Electrical.
Frank Academy #03-117873: Wall mount Marquee Sign & Electrical.
Driffill ES. A# Pending: QC/QA for site work and DSA for ADA compliance.

Scope of Work: One DSA Class 3 Inspection services for the projects above.
All scope of inspections at 5 different sites by one inspector.

Project Duration: 50 days. Estimated project start date..... **June 17, 2017**
Estimated project completion date.....**August 31, 2017**

Project Rate: **One Class 3 Inspector @ \$65.00 per hour**, not to exceed 40 hrs. per week.
Estimated regular weekdays: 50 days = 400 hrs.
Estimated cost for regular weekday DSA Inspection: **\$ 26,000.00**

Total Estimated Cost: (without contingency) \$ 26,000.00

Contingency: (cost per project)	<u>San Miguel Pre-School #03-117806:</u>	(30 days = 240 hrs.)	\$ 15,600.00
	<u>Chavez ES #03-116914 & #03-117636:</u>	(30 days = 240hrs.)	\$15,600.00
	<u>Haydock Academy #03-117871:</u>	(7 days = 56 hrs.)	\$ 3,640.00
	<u>Frank Academy #03-117873:</u>	(7 days = 56 hrs.)	\$ 3,640.00
	<u>Driffill ES. A# Pending:</u>	(7 days = 56 hrs.)	\$ 3,640.00

NOTE: Please be advised that all inspections are subject to contractor performance.
Therefore the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **June 17, 2017** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$65.00 per hour for each Class 3 inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 04-29-17

X _____

District Authorized Agent
Oxnard School District
Date:

Pg. 2

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____X Facilities

SECTION D: ACTION _____

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

Approval of Agreement #16-285 – Nolte Associates Inc. (Cline/Fateh)

Nolte Associates Inc. (NV5) will provide Materials Testing and Inspection Services for the Chavez HVAC Modernization Phases 1 & 2, and the Haydock Marquee Project.

FISCAL IMPACT:

\$10,067.50: \$5,228.00 – Routine Restricted Maintenance Funds
 \$4,839.50 – MSAP Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #16-285 with Nolte Associates Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-285, Nolte Associates Inc. (13 Pages)
 Proposals (8 Pages)

OXNARD SCHOOL DISTRICT

Agreement #16-285

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and Nolte Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 17, 2017 through October 31, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Ten Thousand Sixty-Seven Dollars and 50 Cents (\$10,067.50), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: David Fateh
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Nolte Associates Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
Phone: (805) 656.6074
Fax: (805) 650.6264

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

NOLTE ASSOCIATES INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-285

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-285

SERVICES

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

PER ATTACHED PROPOSALS DATED 5/22/17

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

PER ATTACHED PROPOSAL DATED 5/22/17

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #16-285

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-285

COMPENSATION

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

Total Compensation Not to Exceed \$10,067.50

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

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

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

IV. The total compensation for the Services shall not exceed \$10,067.50 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-285

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-285

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #16-285

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-285

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-285

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



May 22, 2017

Proposal No: 2017.06.0135

**Oxnard School District
Operations Service Center
1055 South C Street
Oxnard, CA 93030**

DSA: 03-116914
File No.: 56-22

ATTENTION: David Fateh, Director of Facilities

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Chavez E.S. -
HVAC Modernization Project at 224 N. Juanita Ave., Oxnard, CA 93030**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Concrete:			
Concrete Batch Plant Inspection (assume follow truck & cast cys.)	\$ 96.00 hr	4	\$ 384.00
Concrete Technician	\$ 96.00 hr	4	\$ 384.00
Concrete compression tests (5 cys. per set / \$20. per cyl.)	\$ 20.00 ea	10	\$ 200.00
Concrete cylinder pickup (5 cys. per set / \$9.50 per cyl.)	\$ 9.50 ea	10	\$ 95.00
Reinforcing Steel:			
Reinforcing Steel Bend tests rebar # 3, 4 & 5	\$ 50.00 ea	3	\$ 150.00
Reinforcing Steel Tensile tests rebar # 3, 4 & 5	\$ 50.00 ea	3	\$ 150.00
Reinforcing Steel sampling (2 hr. min.)	\$ 86.00 hr	2	\$ 172.00
Miscellaneous:			
Anchor testing (Hilti KB TZ)	\$ 96.00 hr	4	\$ 384.00
DSA LVR (291)	\$ 385.00 ea	1	\$ 385.00
Engineering	\$ 155.00 hr	2	\$ 310.00
TOTAL:			\$ 2,614.00

Notes:

- 1 Proposal is based on plans and specifications provided by client's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
Vice President

cc: Terms and Conditions
2017 Fee Schedule



May 22, 2017

Proposal No: 2017.06.0137

**Oxnard School District
Operations Service Center
1055 South C Street
Oxnard, CA 93030**

DSA: 03-117636
File No.: 56-22

ATTENTION: David Fateh, Director of Facilities

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Chavez E.S. (MPR)
HVAC Modernization Phase 2, 224 N. Juanita Ave., Oxnard, CA 93030**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Concrete:			
Concrete Batch Plant Inspection (assume follow truck & cast cys.)	\$ 96.00 hr	4	\$ 384.00
Concrete Technician	\$ 96.00 hr	4	\$ 384.00
Concrete compression tests (5 cys. per set / \$20. per cyl.)	\$ 20.00 ea	10	\$ 200.00
Concrete cylinder pickup (5 cys. per set / \$9.50 per cyl.)	\$ 9.50 ea	10	\$ 95.00
Reinforcing Steel:			
Reinforcing Steel Bend tests rebar # 3, 4 & 5	\$ 50.00 ea	3	\$ 150.00
Reinforcing Steel Tensile tests rebar # 3, 4 & 5	\$ 50.00 ea	3	\$ 150.00
Reinforcing Steel sampling (2 hr. min.)	\$ 86.00 hr	2	\$ 172.00
Miscellaneous:			
Anchor testing (Hilti KB TZ)	\$ 96.00 hr	4	\$ 384.00
DSA LVR (291)	\$ 385.00 ea	1	\$ 385.00
Engineering	\$ 155.00 hr	2	\$ 310.00
TOTAL:			\$ 2,614.00

Notes:

- 1 Proposal is based on plans and specifications provided by client's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
Vice President

cc: Terms and Conditions
2017 Fee Schedule



May 22, 2017 (Revised May 23, 2017)

Proposal No: 2017.06.0138

Oxnard School District
Operations Service Center
1055 South C Street
Oxnard, CA 93030

DSA: 03-117871
File No.: 56-22

ATTENTION: David Fateh, Director of Facilities

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Haydock Academy
Marquee Sign, 647 West Hill Street, Oxnard, CA 93033**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils:			
Soils Technician (nuclear gauge)	\$ 96.00 hr	4	\$ 384.00
Maximum Density	\$ 185.00 ea	1	\$ 185.00
Concrete:			
Concrete Batch Plant Inspection (assume follow truck & cast cysl.)	\$ 96.00 hr	4	\$ 384.00
Concrete Technician	\$ 96.00 hr	4	\$ 384.00
Concrete compression tests (5 cysl. per set / \$20. per cyl.)	\$ 20.00 ea	5	\$ 100.00
Concrete cylinder pickup (5 cysl. per set / \$9.50 per cyl.)	\$ 9.50 ea	5	\$ 47.50
Reinforcing Steel:			
Reinforcing Steel Bend tests rebar # 3, 4	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel Tensile tests rebar # 3, 4	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel sampling (2 hr. min.)	\$ 86.00 hr	2	\$ 172.00
Miscellaneous:			
Shop Welding Inspection	\$ 96.00 hr	4	\$ 384.00
High Strength Bolting Inspection	\$ 96.00 hr	4	\$ 384.00
High Strength Bolt Testing, Nuts & Washers (3 of ea.) 1/2" & 5/8"	\$ 335.00 set	2	\$ 670.00
DSA LVR (291) & (293) if required	\$ 385.00 ea	2	\$ 770.00
Engineering	\$ 155.00 hr	5	\$ 775.00
TOTAL:			\$ 4,839.50

Notes:

- 1 Proposal is based on plans and specifications provided by client's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost.
- 3 Added charges will be charged in accordance with the attached 2017 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.


Carol Harrison
Marketing Manager

Reviewed By,


Scott Moors, CEG 1901
Vice President

cc: Terms and Conditions
2017 Fee Schedule

GENERAL TERMS AND CONDITIONS

NV5

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by

Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

2017 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

Project Setup - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

Minimum Charges - Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work

over 12 hours in one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Drillers-CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify Lab of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

Certified Payroll - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from to NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$185
Senior Engineer/Geologist/Consultant (PE, CEG)	\$160
Project Engineer/Geologist/Consultant	\$135
Project Manager	\$120
Staff Engineer/Geologist/Consultant	\$110

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector	\$100	\$86
<i>(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)</i>		
Public Works Inspector	\$110	\$98
Roofing/Waterproofing Inspector	\$100	\$92
Concrete/Asphalt Batch Plant Inspection	\$100	\$88
Technician* (Soil/Asphalt/Special Testing)	\$100	\$88
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$100	\$90

C. DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$100
DSA Masonry / Shotcrete Inspection	\$104
DSA 5 SI (Inspector Qualifications)	\$75 ea.
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.

D. Sample Pickup Delivery, & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$60/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$90 /hr
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$55/day
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)	\$35/trip

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$90/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr	
Court Appearance and Depositions (4 hr min)	\$295/hr	
Drafting/CADD	\$70/hr	
Clerical	\$60/hr	

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$95/day
3. Ceiling Wire Dead-Weight Equip.	\$160/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor - 4hr min)	\$575/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$95/day
12. Schmidt Hammer	\$65/day
13. Skidmore Wilhelm, per day	\$195/day
14. Torque Wrench (Large), per day	\$55/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day

B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./demob.)	Rate
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal to portal)	\$0.75/mi
5. Traffic Control	Per Quote

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^E	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 40
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 265
7. Expansion Index – ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head – remolded – ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) – ASTM D4972 ^C	\$ 35
10. Resistivity – ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH – CTM 643 ^C	\$ 155
12. Soil Cement – Moist.-Dens, or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
14. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
15. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Moisture & Dry Density (ring samples) ^A	\$ 22
6. Moisture determination (aggregate samples) ^A	\$ 35
7. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
6. Cement Treated Base – stability	\$ 525
7. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
8. Cleanness Test – CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp.Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175

30. Unit weight – ASTM C29	\$ 72
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E Dimensional Stone Tests

1. Compressive Strength – ASTM C170 ^D	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 65
3. Modulus of Rupture – ASTM C99 ^D	\$ 115
4. Flexural Strength – ASTM C880 ^D	\$ 130

*(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & ⊥ to rift.)
(All prices are for prepared samples. Cutting and machining charges are extra.)*

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Concrete compression: 6x12 cylinders – ASTM C39 ^A	\$ 26
2. Concrete compression: 4x8 cylinders – ASTM C39 ^A	\$ 22
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 12.50
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C42 ^C	\$ 45
7. Concrete Trial Batch (includes 6 compression tests)	\$ 765
8. Concrete Mix Design Review (excludes testing & revisions)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) ^C	\$ 64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 15
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 38 ea
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$ 80
15. Shotcrete/Gunite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$ 38
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$ 50
20. Lightweight insulating concrete – unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$ 215
22. Petrographic analysis of hardened concrete – ASTM C856 (per core) ^E	\$ 950
23. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
24. Splitting tensile – ASTM C496 ^D	\$ 175
25. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$ 96

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 54
3. Compressive strength, brick, 5 required – ASTM C67 ^D	\$ 45
4. Compression - masonry core ^C	\$ 45
5. Compression - masonry prisms 8"x8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required – ASTM C140 ^D (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required ^D	\$ 42
8. Masonry Prism Pickup (ea.)	\$ 45
9. Masonry Unit Acceptance Test – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426 ^E	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 42
17. Shear test on masonry core – CBC 2105A.4 ^B	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A.4 ^B	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A – 3 working days	B – 5 working days	C – 7 working days
D – 10 working days	E – >10 working days	

TAT indicates testing time under typical conditions and is subject to change.

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B. Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$50
5. Tensile test (rebar), up to & including #8 ^C	\$55
6. Tensile test (rebar) #9, #10, #11 ^D	\$95
7. Tensile test (rebar) #14, #18 ^D	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts – proof load (non-DSA) ^D	\$ 45
Bolts – ultimate load ^D	\$ 65
Bolts – hardness ^D	\$ 35
3. Nuts – proof load ^D	\$ 45
Nuts – hardness ^D	\$ 35
4. Washers – hardness ^D	\$ 35

E. Welding Procedure and Welder Qualification Tests

	<u>Coupon thickness (mild steel only)</u>	<u>to 3/8"</u>	<u>over 3/8"</u>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.

**Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$210
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$270

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 ^A	\$235
Solvent Extraction Method – ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 ^A	\$155
Solvent Extraction Method – ASTM 2172 ^B	\$305
5. Film stripping – CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$300
* Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track – AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor – CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) – ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) – ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$200
16. Moisture content – ASTM D-1461 ^A	\$115
17. Moisture Susceptibility – AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core – ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion – CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) – T-283, CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-286 – Nolte Associates Inc. (Cline/Fateh)

Nolte Associates Inc. (NV5) will provide DSA Project Inspector Services for the Curren Fire Sprinkler Corrections Project.

FISCAL IMPACT:

\$10,200.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #16-286 with Nolte Associates Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-286, Nolte Associates Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #16-286

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 7th day of June, 2017 by and between the Oxnard School District (“District”) and Nolte Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 19, 2017 through October 31, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Ten Thousand Two Hundred Dollars and No Cents (\$10,200.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: David Fateh
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Nolte Associates Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
Phone: (805) 656.6074
Fax: (805) 650.6264

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

NOLTE ASSOCIATES INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-286

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-286

SERVICES

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

PER ATTACHED PROPOSALS DATED 5/25/17

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

PER ATTACHED PROPOSAL DATED 5/25/17

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #16-286

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-286

COMPENSATION

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

Total Compensation Not to Exceed \$10,200.00

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

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

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

IV. The total compensation for the Services shall not exceed \$10,200.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #16-286

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-286

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #16-286

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-286

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-286

CONFLICT OF INTEREST CHECK

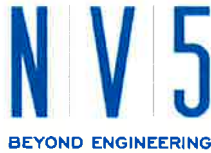
Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



May 25, 2017

Proposal No: 2017.06.0149

Oxnard School District
Operations Service Center
1055 South C Street
Oxnard, CA 93030

DSA: 03-107119
File No.: 56-22

ATTENTION: David Fateh, Director of Facilities

SUBJECT: **Proposal for Project Inspector for Curren School P2P Fire Sprinkler Corrections**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
DSA Project Inspector (Class 1) - periodic inspection - Project Inspector will work with the District's team to assist with DSA Close Out	\$ 85.00 hr	120	\$ 10,200.00
TOTAL:			\$ 10,200.00

Notes:

- 1 Travel time and mileage will be waived to project job site for Project Inspector.
- 2 Any testing that may be required will be done under a separate Purchase Order.
- 3 This is an estimate based on information provided by the Owner's representative.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NOLTE – Vertical Five



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
President

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/7/17

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

Ratification of Agreement #16-270 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student DM091308, for the 2016-2017 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: DM091308

FISCAL IMPACT:

Tuition: \$160.00 per diem x 55 days = \$8,800.00
(Including 20 days of Extended School Year)

Speech Services: \$341.76 x 2 months = \$683.52

Transportation: \$38.00 Round trip daily rate, for 55 days = \$2,090.00

Grand Total: \$11,573.52 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-270 with Casa Pacifica School, NPS, in the amount not to exceed \$11,573.52.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-270, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-270

THIS AGREEMENT, made and entered into this 7th day of June 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: DM091308

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2016-2017** school year at a daily rate of \$160 for 55 days; this includes 20 days of extended school year through July 13, 2017; Speech Services at a \$341.76 per month rate for 2 months, and a \$38 daily rate for round trip transportation; services not to exceed **\$11,573.52.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-270

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$11,573.52** for **Student: DM091308**.

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-270

Page 3

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

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

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

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



OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-270

Page 4

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/7/17

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

Ratification of Agreement #16-278 - Ventura County Office of Education (Freeman/Ridge)

Ventura County Office of Education (VCOE) will provide a Counseling Grant Consultant who will evaluate the implementation and impact of Oxnard School District's School Counseling Grant for the program year 2016-17. The Consultant will provide the following services:

- 1.1 Reviewing all program documents, as provided by OSD staff, describing the intent, scope, and workplan of the project.
- 1.2 Developing, in conjunction with the OSD administrative and/or grant staff, a plan to evaluate the implementation and impact of the project in compliance with federal grant requirements and OSD's stated information needs.
- 1.3 Creating appropriate forms for use by OSD staff and the evaluator to collect data relevant to grant activities and outcomes, including monitoring documents for referrals to outside mental health services and classroom behavioral referrals.
- 1.4 Creating, as necessary, surveys and interview protocols for use in monitoring implementation and detecting program effects.
- 1.5 Initiating meetings, interviews, and written communications with OSD grant staff, district and school staff, and other involved parties, as necessary, to collect data and provide formative feedback.
- 1.6 Collecting data from the OSD program supervisor, students, staff and other sources as necessary to complete a thorough evaluation of program effectiveness.
- 1.7 Providing analyses of data from student surveys, structured observations, classroom behavioral referrals, attendance information, suspension information, California Healthy Kids Survey, and program records. Such analyses will include the creation of composite variables relevant to the grant's focus, as well as the appropriate use of statistical procedures.
- 1.8 Providing grantee with an annual report of implementation and outcome progress

Term of Agreement: October 1, 2016 through June 30, 2017

FISCAL IMPACT:

Not to exceed \$8,000.00 – Counseling Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-278 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-278, Ventura County Office of Education (2 Pages)

AGREEMENT #16-278
VCOE INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made this seventh day of June, 2017, between Oxnard School District, hereinafter referred to as "**OSD**" and the Ventura County Office of Education, hereinafter referred to as "**Contractor**."

The OSD desires to engage the Contractor to render certain technical and/or specialized services and Contractor or Contractor's staff is specifically qualified to perform said services. The parties do therefore agree as follows:

1. **Scope of Work.** The Contractor shall perform the following work:

Evaluate the implementation and impact of OSD's School Counseling Grant for the program year 2016-2017. Such evaluation will include:

 - 1.1 Reviewing all program documents, as provided by OSD staff, describing the intent, scope, and workplan of the project.
 - 1.2 Developing, in conjunction with the OSD administrative and/or grant staff, a plan to evaluate the implementation and impact of the project in compliance with federal grant requirements and OSD's stated information needs.
 - 1.3 Creating appropriate forms for use by OSD staff and the evaluator to collect data relevant to grant activities and outcomes, including monitoring documents for referrals to outside mental health services and classroom behavioral referrals.
 - 1.4 Creating, as necessary, surveys and interview protocols for use in monitoring implementation and detecting program effects.
 - 1.5 Initiating meetings, interviews, and written communications with OSD grant staff, district and school staff, and other involved parties, as necessary, to collect data and provide formative feedback.
 - 1.6 Collecting data from the OSD program supervisor, students, staff and other sources as necessary to complete a thorough evaluation of program effectiveness.
 - 1.7 Providing analyses of data from student surveys, structured observations, classroom behavioral referrals, attendance information, suspension information, California Healthy Kids Survey, and program records. Such analyses will include the creation of composite variables relevant to the grant's focus, as well as the appropriate use of statistical procedures.
 - 1.8 Providing grantee with an annual report of implementation and outcome progress.
2. **Term.** The term of this Agreement is for the period of October 1, 2016 through June 30, 2017. All obligations specified herein shall be fulfilled within this term.
3. **Payment.** Upon receipt of an invoice from the Contractor, OSD shall pay the Contractor eight thousand dollars (\$8,000) on or before June 30, 2017. Payment shall be made by check, payable to Ventura County Office of Education and mailed to VCOE, 5189 Verdugo Way, Camarillo, CA 93012, attention: Accounts Receivable
4. **Expenses.** Other than as specified in Paragraph 3, the Contractor will not be reimbursed for expenses incurred in performing the work of this Agreement.
5. **Termination/Modification.** This Agreement may be terminated or modified in writing at any time by mutual consent of the parties hereto.
6. **Independent Contractor.** It is expressly understood and agreed that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of OSD. Contractor further understands and agrees that he or she is an independent contractor and that the filing and acceptance of this declaration creates a rebuttable presumption of his or her status as an independent contractor and that, as such, Contractor or Contractor's employees are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance or any other benefit normally

**AGREEMENT
INDEPENDENT CONTRACTOR SERVICES (Continued)**

conveyed to OSD employees. Contractor will be responsible for payment of all Contractor'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.

7. **Subcontracting.** None of the services covered by this contract shall be subcontracted without the prior written consent of the OSD.
8. **Insurance.** (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.)
9. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
10. **Obey All Laws.** Contractor hereby agrees he/she will obey all local, state and federal laws in the performance of this contract, including prohibitions against discrimination.
11. **Independence of Contractor Findings / Reporting Requirement.** OSD agrees to submit to any Grantor, if required, the evaluation section of any Annual Report written by the Contractor. No part of the evaluation section shall be edited, modified, suppressed, annotated, or changed in any manner.

Oxnard School District and Contractor hereby enact this Agreement.

OXNARD SCHOOL DISTRICT

CONTRACTOR

Authorized Representative

Date

Authorized Representative

Date

Printed Name: Lisa A. Franz

Title: Director, Purchasing

Valerie Chrisman
Associate Superintendent, Educational Services
Ventura County Office of Education

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Agreement Category:

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

SECTION D: ACTION _____

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

Ratification of Agreement #16-281 – Durham School Services, L.P. (Cline/Briscoe)

The District’s Vehicle and Equipment Mechanic resigned effective at the end of business on May 17, 2017. The recruitment, interviews, selection and hiring process are expected to last four (4) to five (5) weeks. During this period the District is required to complete 45-day/3,000-mile safety inspections on the 10 buses in the fleet.

The District’s home-to-school contractor, Durham School Services, L.P., will perform routine and regularly scheduled maintenance service, including changing the engine oil and filters, changing the diesel fuel filters, replacing the air filter if indicated by the restriction gauge, and checking the cooling system. Durham School Services, L.P. will provide this service until the District fills the Vehicle and Equipment Mechanic position. Major repairs, not deemed to be routine in nature, will not be performed without prior approval by the Director of Transportation.

FISCAL IMPACT:

Not to exceed \$10,000.00 (\$55.00 per hour) – General Fund

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees ratify Agreement #16-281 with Durham School Services, L.P., in the amount not to exceed \$10,000.00 (\$55.00 per hour).

ADDITIONAL MATERIALS:

Attached: Agreement #16-281, Durham School Services, L.P. (6 Pages)
Certificate of Insurance (1 Page)

**Oxnard School District
Maintenance Agreement**

AGREEMENT FOR THE MAINTENANCE OF VEHICLES

THIS AGREEMENT FOR THE MAINTENANCE OF VEHICLES, hereinafter referred to as the "MAINTENANCE AGREEMENT", is made and entered into this 17 day of May, 2017, by and between **Oxnard School District** with a principal office located 516 West Wooley Rd #B, Oxnard, CA 93030, hereinafter referred to as "CUSTOMER", and **DURHAM SCHOOL SERVICES, L.P.**, a Delaware limited partnership, with its principal office located at 4300 Weaver Parkway, Warrenville, Illinois 60555, hereinafter referred to as "CONTRACTOR."

1. Scope of Services. CONTRACTOR shall maintain ten (10) or more CUSTOMER-owned vehicles at the rates set forth on Schedule A.
2. Term. Unless terminated earlier by either party pursuant to Section 9, this MAINTENANCE AGREEMENT shall be for a term of one (1) year commencing on May 17, 2017 and ending on April 31, 2018.
3. Payment for Services. CONTRACTOR shall submit invoices to CUSTOMER for all services provided under this MAINTENANCE AGREEMENT. CUSTOMER agrees to make payment for such services at the time they are performed. Payment must be cash on delivery or made by credit card, cashier's check, money order or business check. CUSTOMER will be charged any and all fees due to Non-Sufficient Funds ("NSF"). In the event sums due and payable are not received within thirty (30) days, a late charge of 1.5% per month of the outstanding balance will be assessed upon the account and CONTRACTOR may immediately suspend performance or terminate this MAINTENANCE AGREEMENT pursuant to Section 9.
4. Services. CONTRACTOR shall perform routine and regularly scheduled maintenance services including changing the engine oil and filters, changing the diesel fuel filters, replacing the air filter if indicated by the restriction gauge, and pressure checking the cooling system. Major repairs, not to be 'routine' in nature, shall be performed by CONTRACTOR upon prior approval by CUSTOMER personnel.
5. Parts. Whenever possible, CONTRACTOR will utilize "Fleet Charge" for supplying frequently used parts. Fleet Charge is defined as the discounted fee that a commercial vendor may offer on parts. When not possible, CONTRACTOR will purchase parts from local vendors determined by CUSTOMER. CUSTOMER shall incur cost of parts necessary for maintenance services and for CUSTOMER-approved major repairs.
6. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this MAINTENANCE AGREEMENT, CONTRACTOR is an independent contractor, and neither CONTRACTOR, its employees or its Agents shall be considered to be an Officer, Agent, or Employee of CUSTOMER.
7. Hold Harmless Agreement. CUSTOMER shall hold harmless and indemnify CONTRACTOR, its Officers, Agents, and Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any

**Oxnard School District
Maintenance Agreement**

person, firm or corporation, caused by, in whole or in part, any negligent act or omission or willful misconduct of CUSTOMER or of any person, firm, or corporation, directly or indirectly employed by CUSTOMER upon or in connection with CONTRACTOR'S performance under this MAINTENANCE AGREEMENT. In no event shall CONTRACTOR be liable for an amount in excess of that which CUSTOMER paid for services during the term of this MAINTENANCE AGREEMENT.

CUSTOMER also agrees to indemnify and hold harmless CONTRACTOR from any and all claims for injury or damage to person and/or property caused by, in whole or in part, any negligent acts or omissions or willful misconduct of third party persons on property not owned, operated or controlled by CONTRACTOR.

CUSTOMER, at its own expense and risk, shall defend any legal proceeding in connection with this MAINTENANCE AGREEMENT that may be brought against CONTRACTOR, its officers, agents, or employees on any such claim or demand, and satisfy any judgment that may be rendered against CONTRACTOR. In the event that any such proceeding is brought against CONTRACTOR, its officers, agents, or employees, CONTRACTOR shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when CONTRACTOR, in its sole discretion, deems such a settlement advisable. CUSTOMER, its agents, employees, representatives, officers and directors shall cooperate in all reasonable manners in the defense of such claims.

8. Insurance. CUSTOMER will keep said vehicles insured at no cost to CONTRACTOR with CONTRACTOR protected as Additional Named Insured for Bodily Injury and Property Damage, with a minimum coverage of \$2,000,000.00 Combined Single Limit per occurrence. For uninsured/underinsured motorist's coverage, the CUSTOMER shall maintain such coverage equal to or greater than the minimum limits as required by state law. Certificates evidencing such coverage shall be provided to CONTRACTOR by mailing to Durham School Services, L.P., Attn: Contract Administrator, 4300 Weaver Parkway, Warrentville, Illinois 60555.

All insurance shall be written with insurers and insurance satisfactory to CONTRACTOR and with endorsements providing for not less than thirty (30) days written notice to CONTRACTOR in the event of cancellation, such insurance to be evidenced by policy or certificate delivered to CONTRACTOR.

9. Termination of Agreement. Either party may terminate this MAINTENANCE AGREEMENT for any reasons upon 30 days written notice. CONTRACTOR may terminate this MAINTENANCE AGREEMENT immediately if CUSTOMER violates the payment terms in Section 3.
10. Notices: Notices to either party to this MAINTENANCE AGREEMENT shall be in writing and shall be considered duly served and delivered if such notice is delivered by hand; mailed via the United States mail, certified, return receipt requested; or sent via overnight service. All such notices shall be addressed to:

**Oxnard School District
Maintenance Agreement**

CUSTOMER: Oxnard School District
516 West Wooley Rd #B
Oxnard, CA 93030

CONTRACTOR: Durham School Services, L.P.
Attn: Contracts
Administrator 4300 Weaver
Parkway Warrenville, IL
60555 Telephone: (630) 821-
5785

11. Force Majeure. CONTRACTOR shall be excused from performance hereunder, and CUSTOMER shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that CONTRACTOR is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, state of emergency, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR.
12. Assignment. CONTRACTOR may assign or transfer any of its rights, burdens, duties, or obligations under this MAINTENANCE AGREEMENT to its parent company, affiliates, subsidiaries, or related legal entities. CONTRACTOR will advise CUSTOMER of such assignment or transfer.
13. Savings Clause. This MAINTENANCE AGREEMENT sets forth the entire agreement between the parties concerning the subject matter thereof. There are no representations either oral or written between the parties other than those contained in this MAINTENANCE AGREEMENT. Should any portion of this MAINTENANCE AGREEMENT be declared void or otherwise held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
14. Dispute Resolution. The parties agree to meet and confer in good faith on all matters and disputes under this MAINTENANCE AGREEMENT. If a dispute is not resolved under the foregoing, and one party informs the other in writing that it reasonably believes that the differences between the parties are not likely to be reconciled through further negotiation, then the parties agree to submit such dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in Pierce County, WA and will be conducted before a panel of three (3) members. CUSTOMER and CONTRACTOR shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the parties and may be submitted for enforcement to any court of competent jurisdiction. All costs and expenses associated with the arbitration shall be borne entirely by the non-prevailing party.

**Oxnard School District
Maintenance Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date written above.

DURHAM SCHOOL SERVICES, L.P.

Oxnard School District

By: Durham Holding II, L.L.C.,
Its general partner

By: _____

Name: _____

Title: _____

Date: _____

By: Lisa Cline

Name: Lisa Cline

Title: Deputy Supt., Business & Fiscal Services

Date: _____

**Oxnard School District
Maintenance Agreement**

SCHEDULE A

Scope of Work:

CONTRACTOR shall provide vehicle maintenance services to CUSTOMER in accordance with the terms and provisions of the MAINTENANCE AGREEMENT.

Pricing:

CUSTOMER-Owned Vehicle Maintenance:

RATE PER HOUR	ADDITIONAL CHARGES FOR PARTS ABOVE RETAIL RATE OF PARTS' SUPPLIERS (%)
\$55.00	15

**Oxnard School District
Transportation Services
45-Day Inspection Schedule**

VEHICLE	MILEAGE AT INSPECTION	DATE COMPLETED	MILEAGE DUE	INSPECTION DUE DATE	+/- 45 Day Inspection	DATE SCHEDULED	DAY SCHEDULED	CHP 292 INSPECTION DATE	CHP 292 INSPECTION DUE DATE
B05	161437	4/6/17	164437	5/21/17	4	5/17/17	Wednesday	3/7/17	4/6/18
B08	89240	4/14/17	92240	5/29/17	7	5/22/17	Monday	3/7/17	4/6/18
B10	5995	4/19/17	8995	6/3/17	9	5/25/17	Thursday	12/14/16	1/13/18
B03	23616	4/20/17	26616	6/4/17	5	5/30/17	Tuesday	3/2/17	4/1/18
B04	135116	4/26/17	138116	6/10/17	9	6/1/17	Thursday	3/2/17	4/1/18
B07	94818	4/26/17	97818	6/10/17	5	6/5/17	Monday	3/2/17	4/1/18
B09	86801	4/29/17	89801	6/13/17	5	6/8/17	Thursday	3/2/17	4/1/18
B01	30210	5/1/17	33210	6/15/17	3	6/12/17	Monday	3/2/17	4/1/18
B02	153493	5/1/17	156493	6/15/17	0	6/15/17	Thursday	3/7/17	4/6/18
B06	131613	5/8/17	134613	6/22/17	3	6/19/17	Monday	3/2/17	4/1/18
Transit									
Spare									
Out of Service									
cc: Fleet Services									
Dispatch									
Driver Bulletin Board									



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2016

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

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

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Old Republic Insurance Company	
NAIC #	
24147	
INSURED National Express Corporation Durham School Services, L.P. 4300 Weaver Parkway Warrenville, IL 60555	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY 308350	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 EBL AGGREGATE \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		MWTB 308348	11/01/2016	11/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						\$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	MWC 308347 00	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	XS Auto Liability			MWZX 308349	11/01/2016	11/01/2017	Each Occurrence \$ 5,000,000
A	Molest/Sex Abuse Cov		X	MWZY 308350	11/01/2016	11/01/2017	Per Occurrence \$ 3,000,000

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

It is agreed that Oxnard School District is included as an Additional Insured as respects to General Liability, Sexual Abuse/Molestation Coverage and Auto Liability.

Garage Liability is included under Auto Liability coverage. Limit \$1,000,000.

Sexual Molestation is included under General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Director of Purchasing 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA Agreement Category:

- Academic
- Enrichment
- Special Education
- Support Services
- Personnel
- Legal
- Facilities

SECTION D: ACTION _____

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

REQUEST FOR APPROVAL OF INCREASE TO MEAL PRICES (Cline/Lugotoff)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$2.46 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.35 for lunch. It is now necessary to increase that meal price to **\$2.45** for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of **\$2.45** for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2017-18 fiscal year.

FISCAL IMPACT

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above.

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **June 7, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Request for Growth Leave for the 2017-2018 School Year (Vaca)

Ms. Laura Nolan has submitted a request for approval of a Growth Leave for the 2017-2018 school year. She intends to spend her first three months in Europe including a month in France, a month in the Czech Republic, Romania and Hungary and a month in Greece. Ms. Nolan will then spend three months in New York City expanding and refining her creative writing strategies. She will then spend her final three months in Mexico, relearning and polishing her Spanish language skills.

FISCAL IMPACT:

The fiscal impact is \$ 38,183.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees not approve the Growth Leave due to the fiscal impact and difficulties in securing qualified substitute teachers.

ADDITIONAL MATERIAL(S):

- Application for a Leave of Absence (two pages)



OXNARD SCHOOL DISTRICT
1051 South "A" Street Oxnard, CA 93030 805/385-1501, ext. 2050

APPLICATION FOR A LEAVE OF ABSENCE

Name Laura J. Nolan Date of Request 3/31/17

Last day of service before leave end of 2016/17 school year 6/16/17

Expected return to service beginning of 2018/19 school year ~~per~~ Aug/2018

Type of Leave (Please check):

Study A written statement of study plans must accompany this application.

Travel A written statement of travel plans must accompany this application.

Health A written recommendation of a licensed physician or health practitioner must accompany this application.

Childbearing Preparation; adoption (without pay) The unit member shall request such leave as soon as practicable but, under no circumstances, less than thirty (30) workdays prior to the date on which leave is to begin, except for adoption, which will be as soon as possible prior to date.

Child Rearing (without pay) The unit member shall request such leave as soon as practicable but, under no circumstances, less than thirty (30) workdays prior to the date on which the leave is to begin, except for adoption, which will be as soon as possible prior to date.

Family Leave Unit members may take up to three months of leave as provided in the Family and Medical Leave Act of 1993 in which health benefits are covered by the District.

Other Please indicate type provided in employee contract.
Growth Leave

Laura J. Nolan
Signature of Employee

Notification of approval/disapproval of Leave of Absence will be mailed after the Board meeting.

* Unit member may continue fringe benefit coverage at their own expense. * J. Nolan 4-3-17

To: Certificated Employee Requesting Leave of Absence

I am applying for a one year Growth Leave to begin the 2017/18 school year and terminate at the end of same said school year, to return to my position at the beginning of the 2018/19 school year.

15 years ago, the 2002/03 school year, I was granted a Growth Leave and spent ten months travelling around the world. In each of the following countries I spent approximately a month: Australia, Indonesia, Thailand, Cambodia, Myanmar, India, South Africa, Switzerland, Italy, and Greece. It expanded my world and my thinking immensely and undoubtedly made me a better teacher. I read; I wrote, and I grew.

What I propose this time is travel not as extensive geographically. I intend to spend the first three months in Europe including a month in France, a month in the Czech Republic, Romania and Hungary, and a month in Greece. I plan to write primarily like I did on my trip 15 years ago, journaling.

The next three months I intend to spend in New York City expanding and refining the creative writing strategies that I have collected in my 28 years of tenure in the Oxnard School District as well as create new ones.

The third and final three months I intend to spend in Mexico relearning and polishing up on my Spanish.

I am certain that if this Growth Leave is granted it would again live up to its name.

Thank you for your consideration.

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Approval of Field Contract #FC-P17-05055 – Lee Construction Company (Cline/Fateh)

Proposals were solicited for Field Contract #FC-P17-05055, Concrete Flatwork at ESC, pursuant to the Uniform Public Construction Cost Accounting Act. Three proposals were received on Tuesday, May 16, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P17-05055 to Lee Construction Company, in the amount of \$18,462.00. The project will be funded through Deferred Maintenance One-Time Funds.

FISCAL IMPACT:

\$18,462.00 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P17-05055 in the amount of \$18,462.00 with Lee Construction Company.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P17-05055, Lee Construction Company (4 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P17-05055
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 6/7/17, between **Lee Construction Company** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Eighteen Thousand Four Hundred Sixty-Two Dollars (\$18,462.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSALS DATED 2/15/17.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about June 8, 2017 & be completed by the end of the day June 22, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance Bond
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P17-05055</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation	<u> X </u> Proposals dated <u>5/15/17</u>
<u> </u> Supplemental Conditions	Insurance	<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

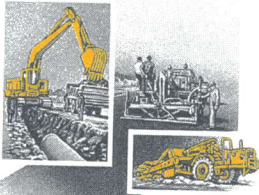
Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance-One Time Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



LEE CONSTRUCTION COMPANY

GENERAL ENGINEERING CONTRACTOR

4288 ADAM ROAD, SIMI VALLEY, CA 93063

DIR #1000007361

5/15/17

Oxnard School District

1051 South A Street

Oxnard, CA 93030

Attn: Lisa Franz

Project: Oxnard School District Administration Offices - West Parking Lot

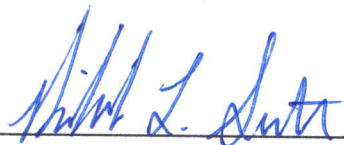
PROPOSAL

Per your request we are hereby submitting our Proposal for Concrete Flatwork at Oxnard School District located at 1051 South A Street. Per e-mail and SK1 dated 5-12-17.

Item No.	Description	Qty	Unit	Total
1	Mobilization	1	l.s.	\$ 1,974.00
2	Saw Cut / Demo AC Paving, Remove and Salvage Bike Rack	1	l.s.	\$ 4,536.00
3	Grade and Compact Sub-Grade	1	l.s.	\$ 3,120.00
4	Form, Install #4 Rebar @ 18" O.C. and Place 6" Thick Concrete Slab w/ Medium Broom Finish	1	l.s.	\$ 8,832.00
Total				\$ 18,462.00

Exclusions:

- Any and All Building Demo
- All Boulders
- Bonds
- Permits
- Survey
- Soils Testing
- Construction Water
- SWPPP's - BMP's - Erosion Control
- Shoring
- Buried and/or Unforseen Debris
- Toilet
- Utility Relocation
- Utility Spoils
- Sub-Drains
- Waterproofing
- Parking Lot Lighting / Electrical
- Rock Excavation and Breaking
- Dewatering
- Concrete V-Ditches
- Drying of Wet Soils - Soil Cement

Signed: 
Richard L. Smith - President

Accepted By: _____
(Authorized Signature)

Dated: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Approval of Field Contract #FC-P17-05070 – West Coast Air Conditioning (Cline/Fateh)

Proposals were solicited for Field Contract #FC-P17-05070, Installation of New A/C Units at ESC (Superintendent’s Office & Graphics Department), pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Monday, May 15, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P17-05070 to West Coast Air Conditioning, in the amount of \$28,250.00. The project will be funded through Deferred Maintenance One-Time Funds.

FISCAL IMPACT:

\$28,250.00 – Deferred Maintenance One-Time Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P17-05070 in the amount of \$28,250.00 with West Coast Air Conditioning.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P17-05070, West Coast Air Conditioning (4 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P17-05070
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FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 6/7/17, between **West Coast Air Conditioning** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Eight Thousand Two Hundred Fifty Dollars (\$28,250.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSALS DATED 2/15/17.**

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about June 12, 2017 & be completed by the end of the day July 14, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P17-05070</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation	<u> X </u> Proposal dated <u>5/19/17</u>
<u> </u> Supplemental Conditions	Insurance	<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance-One Time Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



WEST COAST AIR CONDITIONING

561-A Kinetic Drive • Oxnard, CA 93030
(805) 485-1410 • FAX (805) 981-7189
www.westcoast-air.com • STATE LIC. #710984

May 19, 2017



Oxnard School District
Vincent A. McGarry
1055 South C Street
Oxnard, CA 93030

Project: Remove and Replace AC- 7,11
Location: 1051 South A Street, Oxnard, CA 93030

Quote #WC – 36812R1

Vincent,

West Coast Air Conditioning is pleased to present the following proposal options:

We will Remove (1) existing **Carrier** rooftop gas/electric unit (**AH-11**) and replace with (1) new **Carrier** 7.5-ton gas/electric package unit. We will re-connect ducting, and all utilities. Once complete we will check for operation.

Included

- Removal of existing unit (Safe off existing utilities and ducting)
- Provide and install (1) **Carrier** 7.5-ton gas/electric rooftop unit
 - *Model 48TCDD08A2A5-0A0G0*
 - Standard efficiency
 - 208/230/3
 - Low heat
 - Economizer - Horizontal discharge
 - Two stage compressor
 - Base electromechanical controls
 - VFD 2 speed fan controller
 - **Coil coating**
- Provide and install (1) **Trane** 5-ton gas/electric rooftop unit
 - *Model YSC06054RLA*
 - Standard efficiency
 - 460/60/3
 - Low heat
 - Economizer (Low Leak) - Horizontal discharge
 - Two stage compressor
 - Base electromechanical controls
 - VFD 2 speed fan controller
 - **Coil coating**

- Re-connect to existing ductwork
 - Duct fittings as needed
- Re-connect to existing utilities
- Check for operation
- Crane for units
- Prevailing Wages / Normal working hours / Tax

Twenty Eight Thousand Two Hundred Fifty Dollars: \$28,250.00

Exclusions: off hours, roofing, interlocking switches/relays, starters, extra parts or stock, spring seismic/vibration isolation, patching, coring, cutting, notching, framing, stainless / PVS steel, sheet metal / lead flashing, welding or welded steel, fau platforms, multiple unit interconnection, plan check fees, energy calculations, design drawings, bond & permits.

Payment is due in full within thirty (30) days.

Authorized
Signature:


Greg Hellmann, Project Manager & Estimating

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Acceptance of Proposal:

Print Name: _____

Date: _____

Signature: _____

If this proposal is satisfactory, please sign and return a copy to our office.

Thank You!

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Approval of Field Contract #FC-P18-00047 – Borchard Construction Inc. (Cline/Fateh)

Proposals were solicited for Field Contract #FC-P18-00047, Fremont School Bldg. 500 Boys' Restroom, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Thursday, May 25, 2017.

It is requested that the Board of Trustees award Field Contract #FC-P18-00047 to Borchard Construction Inc., in the amount of \$22,942.50. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$22,942.50 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00047 in the amount of \$22,942.50 with Borchard Construction Inc.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-00047, Borchard Construction Inc. (4 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P18-00047
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 6/7/17, between **Borchard Construction Inc.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Two Thousand Nine Hundred Forty-Two Dollars and 50 Cents (\$22,942.50), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSALS DATED 2/15/17.**

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about July 1, 2017 & be completed by the end of the day July 31, 2017.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5.** Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-00047</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation	<u> X </u> Proposal dated <u>5/25/17</u>
<u> </u> Supplemental Conditions	Insurance	<u> X </u> Other PWC-100 DIR Registration

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
	Contractor’s License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Lic. #924284
Borchard Construction, Inc
1321 Lawrence Way
Oxnard, CA 93035
(805) 754-7893
Fax (805) 984-0145
email: scottbborchard@gmail.com

May 25, 2017

Oxnard School District
1051 South "A" Street
Oxnard, CA. 93030
ATT: Lisa Franz, Director of Purchasing

Re. Fremont Jr High School
1130 N. M Street
Oxnard, CA 93030

BID

Bathroom Remodel:

Scope of work:

Demo 2 (two) wall mounted toilets and haul away
Remove tile as needed around wall mounted toilets
Clean up and haul away

Provide and install 2 (two) wall hung toilets, carriers and flush valves
Repair tile wall - matching tile as close as possible to existing tile
Repair floor as needed where demo'd

Cost:	\$18,950.00
Supervision of project:	\$1,000.00
Overhead 7.5%	\$1,496.25
Profit	<u>\$1,496.25</u>
Total cost of project	\$22,942.50

DISCOVERY

Any and all unforeseen damage(s) behind stucco, drywall, metal, roofing and wood. In the event of any damages discovered we will notify owners immediately and provide them with cost of repairs. Any unseen dry rot, termite damage, electrical, duct work or plumbing which may impede this project will be brought to the owners' attention and a written change order will be issued. Any rotted waste lines or water lines. THIS ALSO INCLUDES STRUCTURAL.

**RESPECTFULLY SUBMITTED:
BORCHARD CONSTRUCTION
CONTRACTORS LICENSE # 924284
ADDRESS: 1321 LAWRENCE WAY
OXNARD, CA. 93035**

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/7/17

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

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

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

Approve Out of State SDE National Conference – Nevada (Freeman/Ramirez)

The Board’s approval is requested for Ms. Claudia Andrade and Ms. Carmen Torres, teachers at Harrington School to attend the SDE (Staff Development for Educators) National Conference in Las Vegas, Nevada from July 10-14, 2017.

The SDE conference offers research-based, innovative, and rigorous training that is presented by the Nation’s top authors and educational experts. The focus is to train educators so that they will create extraordinary classrooms and prepare students to meet the demands of the 21st century. SDE topics: ELD, differentiated instruction, STEM, guided reading, writing, math, inquiry-based learning, motivation, engagement, centers intervention, flexible seating, technology, & behavior management.

Ms. Andrade and Ms. Torres will have the opportunity to learn from top-quality presenters and authors who stay abreast of cutting-edge research, new challenges, important issues, and developing trends. Both teachers are genuinely committed to improving the teaching and learning in their classrooms. Additionally, they will build on their professional network by meeting, exchanging information, and creating meaningful connections with educators they can connect with long after the conference. Their participation in this professional development conference fits with the school’s objectives and will strengthen their professional learning. Both Ms. Andrade and Ms. Torres will return to school with new resources, and will share what they’ve learned with their peers.

FISCAL IMPACT: Not to exceed \$6000.00 out of Title 1 funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL: Workshop Schedule Information (12 pages)



1 CONFERENCE • 6 STRANDS • 5 DAYS • 6000+ EDUCATORS

FEATURED STRAND

I Teach K!

SDE.com/National

I Teach K! Sessions

- Full of robust techniques to strengthen your students' social, emotional, cognitive, and physical development.
- Innovative and exciting ways to learn presented by highly acclaimed kindergarten experts and classroom practitioners, like Dr. Jean Feldman, Kim Adsit, LeAnna Wolkis Goldstein, NBCT, Pete Harry, Shari Sloane, and Adam Peterson.
- New, effective strategies to transform your kindergarten classroom, align with the standards, and maximize student learning.

Monday, July 10, 2017

MONDAY, JULY 10, 2017

MORNING KEYNOTE 8:00–8:45 AM

1A-001 | Let's Make Some Happies!

Dr. Jean Feldman

If teachers aren't happy, then how can children be happy? Join Dr. Jean and discover ways to create little "happies" each day—such as songs, chants, cheers, and games—that you and your students can enjoy together. She also shares how "buzz" words—like active learning, executive function, and intentional teaching—can be turned into happies. Your children will learn academic skills as they smile and have fun with their friends. And, you'll remember why you became a teacher and how exciting it can be to touch a young child's life in a positive way.

MORNING WORKSHOP 9:00 AM–12:00 PM

1D-693 | The Science of Reading

Laura Stewart

Tackle your important and exciting work of building the reading brain armed with a solid blueprint. In this exploration of the contemporary science of reading, get up-to-date on what we know about how children learn to read and how neural pathways are formed through instruction. Join Laura to look at brain images, wrestle with sight words, ponder text, and consider differentiation in a new light, while getting completely geeked up over the science!

MORNING SESSIONS 9:00–10:15 AM

1B-355 | Incorporating the iPad® & Smart Board® in Daily Activities

Christine Messer

iPads and SMART Boards are two terrific ways to engage little ones and turn learning into an exciting adventure. The trick is knowing how and when to use both. Christine shares how to expand and support your existing instruction and hands-on learning experiences with simple iPad and SMART Board activities. Use technology in ways that make learning more fun, more challenging, and more effective and prepare your students for 21st century success!

1B-460 | Ready, Set, Interact! Developing Writing the Interactive Way

Kim Adsit

Discover how to use interactive writing to teach your kindergartners about the concepts of print. In this fun and fast-paced session, Kim shares fresh and exciting writing ideas as well as samples for making lists, labels, and other print pieces. Return to school ready to get your kindergartners excited about writing.

1B-461 | Learning Through Play IS Still Possible

Adam Peterson

Delight your children by incorporating a play-based learning approach to teaching in your classroom—it makes delivering your standards-driven curriculum a joy! Adam shows you how to design a classroom that allows more play opportunities and how to create low-cost activities. The information you need to get your kids playing and learning is all here! SA

1B-462 | From Worksheets to Engagement: No Miracles... Just Math!

Jessica Travis

Worksheets are a thing of the past. Learn how to prepare your students for the future with a rich, hands-on, math experience in the classroom. Jessica equips you with many simple, yet engaging, low-prep, hands-on math activities you can easily incorporate into your existing math lessons. HO

1B-463 | Ignite Curiosity, Wonder & a Love of Learning in Your Kindergartners

LeAnna Wolkis Goldstein, NBCT

Engage the curious minds that walk through your door, on the first day of school and every day after! LeAnna shows you how to fit time into your busy curriculum to build relationships with your children that generate a love of learning! How can you ignite curiosity? Instill wonder? She will fill your instructional backpack with the answers!

1B-464 | Teaching Letter & Sound Recognition in the Developmentally Appropriate Classroom

Susie Haas Kane

Successfully teaching letter and sound recognition requires a developmentally appropriate strategy that triggers long-term memory. In this session, discover how to ensure ALL your students, including your ELLs, learn these foundational skills. Leave with an understanding of the qualities of a developmentally appropriate classroom, the research behind it, and the difference between explicit teaching and implicit teaching in letter/sound acquisition.

1B-465 | Finding Balance, Keeping it Organized, & Feeling Appreciated

Crystal Radke

Recharge your battery with great tips on how to manage your life as a busy kindergarten teacher. Learn tips for balancing your career and life outside of the classroom while reclaiming and keeping your joy. Crystal reminds you of how important you are to your students and encourages you—because you are needed and appreciated.

1B-466 | Meaningful Literacy Centers with Less Effort & Less Stress

Jessica Priem

Losing sleep over literacy centers? Feeling overwhelmed? Discover how to scale back your efforts while actually improving your centers. Jessica shows you how less is more as she guides you through creating more meaningful, predictable activities for your students. Take back your weekends!

1B-467 | Rolling the Dice: Using Dice Beyond Your Math Block

Jennifer White, NBCT

Dice aren't just for math! Find out how to use dice to breathe new life into reading skills like phrasing, letter naming, sight words, and of course, math facts! There are so many ways to utilize dice in the classroom, making otherwise repetitive learning fun and new. Come explore the possibilities with Jennifer!

MORNING SESSIONS 10:45 AM–12:00 PM

1C-361 | Transition Tips & Tricks

Dr. Jean Feldman

You know how quickly things can spin out of control during transitions. Dr. Jean offers positive ways to focus children's attention during these in-between times using songs, finger plays, props, and games. Use Dr. Jean's flexible ideas for circle time, clean up, focusing children's attention, and releasing the wiggles all day, every day.

1C-468 | Model, Motivate, Write, Repeat: Get Students Excited About Writing!

Adam Peterson

Do your students complain and whine when it's time to sit and write? No more! Attend this session to explore how to change writing time into one of the most positive, exciting times of your day. Get your students excited by allowing them to tell stories, see their stories come to life in the classroom, and turn their writing into published books! Please bring a stapler. M&T SA

KEY

- BYOD** Bring your own device to this session.
- HO** Arrive at Hands-On sessions ready to get involved.
- M&T** Make & Take sessions offer hands-on projects and activities you can bring back to your classroom
- P-T-P** Sessions presented by current classroom practitioners.
- RTI** Sessions offer strategies that will support your RTI efforts.
- SA** See It in Action sessions use videos to show you how to apply what you learn.
- STEM** Sessions to help you infuse science, technology, engineering, and math into your classroom.

NBCT: National Board Certified Teacher.

Register and log-in to select your sessions at SDE.com/National



Monday, July 10, 2017

1C-469 | RTI...Making It Happen

Jessica Travis

Pave the way to student success with the data you collect and the interventions you provide. And, fit it ALL into your already full schedule! Jessica helps you find the time and the way to make it all happen! Confidently manage all components of RTI—including time management, organization, interventions, and data. Take back activities for math and literacy interventions, and all the information you need to collect the data that ensures success—yours and your students'!

1C-470 | Kindergarten Assessments: Building the Next Generation of Learners

LeAnna Wolkis Goldstein, NBCT

Add assessment strategies that identify what your children know and what they need to know to your toolkit. LeAnna shares research-based ideas that meet accountability requirements and classroom evaluation criteria, and support instructional planning. Gain tools for data collection, strategies that link your assessments to best practices, and engaging, think-on-your-feet activities. All are time-saving, quick, and easy, and can be used to make decisions before, during, and after your teaching to ensure each student succeeds.

1C-471 | Ready, Set, Read! What You Really Need to Know to Teach Early Literacy

Susie Haas Kane

Prepare your children to read through the explicit teaching of literacy strategies. And, ensure that all students, including ELLs, learn these foundational skills. View videos of students engaged in the core components of a balanced literacy program. Explore techniques for teaching comprehension, letters, sounds, phonics, and phonemic awareness. This comprehensive literacy presentation is guaranteed to change your teaching forever and make a difference in the literacy success of your students. SA

1C-472 | Building Number Sense in Centers: Go from Zero to Fun!

Crystal Radke

Activate your kindergartners' number sense with kid-tested centers that develop their logical thinking skills. In this exciting session, explore lessons and center games and activities and how to add small-group instruction into your daily schedule. Your students will become mathematically literate in no time!

1C-473 | Ride the Rainbow Through the First Three Weeks of K!

Jessica Priem

Could your beginning-of-the-year routine use a makeover? Come see how re-energize how you teach procedures and routines, all while assessing and getting to know your students. Armed with these ready-to-use activities, you can make the beginning week of every year much more colorful!

1C-474 | Fund My Classroom: Grants, Donors & More

JoDee Lanari

Learn about funding opportunities to bring technology, supplies, professional resources, and even professional development opportunities into your classroom—for free! Explore different funding opportunities, how to write a quality grant or proposal, and how to set up an account on a donor website. This session is the source of tips and tricks on how to get your projects funded and codes you can use to get your projects noticed! HO P-T-P

1C-475 | Picture This: Using Picture Books to Teach the Standards

Jennifer White, NBCT

Searching for exciting ways to teach the standards during reading and math? Try picture books! Jennifer shows how to use great children's literature to capture your students' imaginations and motivate them to learn while making connections. Take home tips along with a list of literature you'll refer to over and over.

LUNCH: 12:00–1:30 PM (ON YOUR OWN)

AFTERNOON WORKSHOP 1:30–4:30 PM

1J-476 | Turning Non-Writers into Writers

Susie Haas Kane

This intensive, half-day session is all about independent writing—a powerful communication tool that allows your students to share their thoughts and feelings with others. Get your school year off to the right start by modeling writing to children. Build on this foundation as you move to writing with children. Susie explores how to shine a spotlight on writing by children through graphic organizers, daily news, and the peanut-butter-and-jelly sandwich paragraph. Your classroom walls will shine with emergent writing projects that engage students and impress visitors!

AFTERNOON SESSIONS 1:30–2:45 PM

1F-368 | Alternative Classroom Seating: Little Ones Working Where They Feel Comfortable

Christine Messer

We know that young children learn, grow, and develop at their own individual rate. So, why do we expect them to all sit in their chairs and at their tables and complete their work together? This session is all about alternative classroom seating—what it is and how to use it to allow for choice and individualization as your students find their own “good working spot.”

1F-477 | New Ways to Use Your Math Manipulatives

Kim Adsit

Pattern blocks, colored tiles, unifix cubes—are you trying to think of new ways to use manipulatives you already have in your room to teach every math strand? Dig those manipulatives out of the closet and get busy! Kim shares her best ideas for using them to teach counting, shapes, measurement, addition, subtraction, decomposing numbers, and number combinations.

1F-478 | Fun & Easy Technology in Your Kindergarten Classroom

Adam Peterson

Technology in kindergarten is not optional anymore! Adam helps you figure out the apps, software, devices, game consoles, and more. Gain great tips for acquiring new technology along with terrific ideas for making learning in K more fun, more challenging, and more effective with technology!

1F-479 | It Ain't Over Til' the Whole Class Sings!

Jessica Travis

Get your students singing, chanting, learning, and retaining more! In this fun-filled session, discover highly engaging music and catchy tunes your students will love and that will build success in any subject, content area, and lesson. Leave with new chant ideas, ways to create your own songs, and a new outlook on teaching difficult concepts. HO SA

1F-480 | Got Discipline Problems? We've Got Solutions!

LeAnna Wolkis Goldstein, NBCT

Solve those behavior challenges that can turn even the best lesson upside down! Identify successful ways to handle conflicts and discipline problems with integrity. Teach your children to be respectful, responsible members of your classroom family and you'll feel in control and in charge. LeAnna prescribes a balance between natural consequences and positive reinforcement that results in students with greater self-esteem, satisfied parents, and an enjoyable atmosphere in which to teach. **Please bring scissors, crayons or makers, and a glue stick.** M&T

1F-481 | Super Sight Words: Activities to Make Your Readers Soar

Crystal Radke

Fill your toolbox with tons of tricks for teaching sight words to early readers. Increase engagement and learn how to differentiate instruction for the success of every student in your class. Alleviate the stress of coming up with new lessons. This session is packed with strategies that are kid-tested and teacher-approved to help you lay the foundation for sight-word success.

1F-482 | Buddy Up for Full STEAM Ahead

Jessica Priem

Let's move beyond “reading buddies” and expand the potential of your buddy time. Come explore a year's worth of hands-on STEAM activities that you can do with an older buddy class. Jessica's projects explore Science, Technology, Engineering, Arts, and Math. Leave with ready-to-go resources to use in your classroom. HO STEM

1F-484 | We Like to Move It, Move It!: Embracing Active & Distracted Learners

Jennifer White, NBCT

Do you have students who can't sit still, can't focus, or are on the autism spectrum? Jennifer shares tried-and-true strategies for helping them make it through the day in your regular classroom. Consider how sensory processing issues and behavior issues go hand in hand. And, peek into Jennifer's classroom to see what will work for “that kid” or any student!

1F-703 | Handwriting: A Major Player in Reading Achievement

Cheryl Ellis

Make explicit instruction and consistent practice in handwriting a key part of your day. Handwriting really does improve reading achievement and, in this interactive session, Cheryl shares how to coach students to produce legible letters, words, and sentences. Join her to analyze current handwriting research and how to apply it to your teaching. Learn how to help students recognize the shapes of letters and engage them in writing those letters to improve letter recognition. Leave with an instructional plan to guide you in ensuring each student achieves handwriting legibility and fluency.

AFTERNOON SESSIONS 3:15–4:30 PM

1G-374 | Seeds of Success: Creating a Classroom Family

Christine Messer

Discover simple ways to create a family atmosphere in your classroom—a critical ingredient in a young learner's academic success. From flexible seating to your daily schedule, Chris shares fun ideas for keeping your students engaged in learning and looking forward to the next activity. Plus, collect strategies for using technology as well as “old school” methods to keep families involved in their children's learning. Come ready to share, create, and move in this interactive session while adding to your bag of tricks!

1G-485 | Differentiate! It's as Easy as Pie!

Kim Adsit

Discover how to organize your classroom so that you can differentiate your instruction with minimum fuss and maximum benefit. Learn grouping strategies, formative assessments, and intervention strategies that will help your kindergartners master the standards while keeping the learning fun and meaningful. RTI

1G-486 | Guided Teaching & Student Independence—Helping Every Kindergartner Reach Their Full Potential

Adam Peterson

See—through pictures and videos—how to incorporate a guided teaching approach into your classroom. Adam demonstrates how a guided teaching setup offers students more individual attention and more independence to learn on their own. Find out how to use your current curriculum to easily transform your teaching, set up your classroom to meet the needs of every student, and manage all students during small-group time. SA

1G-487 | Readers Under Construction

Jessica Travis

Grab your hard hat and get ready! This session is all about the tools you need to get your students engaged and on their way to becoming successful readers. From whole-group activities to small-group lessons and strategies, you'll be building the foundation every beginning reader needs to feel confident and grow. **Please bring scissors, markers, and a glue stick.** M&T



Monday, July 10, 2017—Tuesday, July 11, 2017

1G-488 | Aligning Informational Text with Core Math & Science Standards

LeAnna Wolkis Goldstein, NBCT

Align the math and science standards while introducing your students to the world of reading for meaning. Explore a variety of informational texts and learn how to manipulate task cards that help students ask and answer questions about key details. Develop lessons that challenge your young scientists through inquiry-based exploration. Give your kindergartners the opportunity to connect a variety of experiences, build their understanding of relationships between mathematical concepts, and describe their thinking.

1G-489 | Kindergartners Can Be Authors, Too!

Crystal Radke

Teach your kindergartners how to write three-part stories, opinion pieces, and how-to pieces. They can do it! Crystal shares how to create a foundation of simple rules for students to follow that will help them succeed. Leave with dozens of ideas for ensuring your students understand their voice as an author and experience the excitement of “publishing” books.

1G-490 | Make Your Space a MakerSpace

Jessica Priem

Let STEM be present in your classroom each and every day. Join the maker movement! In this session, learn how to create a makerspace that is organized and works in your space. Get ideas for lessons that you can use to keep young minds thinking creatively, innovating, problem solving, collaborating with others, and learning through this innovative and hands-on approach. **Please bring scissors.** M&T HO SA

1G-492 | Math Fluency 101

Jennifer White, NBCT

What does it mean to be fluent in math and why do we want it? Join Jennifer as she shares the ways in which she teaches her students to be fluent in math, while not simply relying on memorization. Collect strategies that encourage movement, music, play, games, and more!

TUESDAY, JULY 11, 2017

MORNING KEYNOTE 8:00–8:45 AM

2A-002 | The Mindset Revolution: Teaching Mathematics for a Growth Mindset

Jo Boaler, Ph.D.

We are in the midst of an exciting revolution in the science of the brain and learning. New scientific studies have demonstrated that student and teacher mindsets have a profound impact on learning. In this relevant keynote, Jo explores the critical role mathematics teachers play in the development of mindsets. You'll discover ways you can develop a growth mindset in children, including attention to classroom norms, math tasks, and questions. Apply Jo's strategies to fill your classroom with students who believe that intelligence and “smartness” can be learned and that the brain can grow from exercise. Then, enjoy children who display a desire for challenge and show resilience in the face of failure while demonstrating greater math persistence, engagement, and achievement.

MORNING WORKSHOP 9:00 AM–12:00 PM

2D-713 | Igniting the Reading Brain: The Neuroscience of Word Study

Richard Gentry, Ph.D.

Bring your beginning reading instruction up-to-date with recent research and best practices. In this hands-on workshop, Richard focuses on word study—what it looks like in a real reading classroom and how it guides student growth. Join him as he draws a path to reading success, starting with the beginning non-reader to the proficient independent reader. Explore the connections between decoding and encoding and how to leverage these skills in your word study curriculum. Plus, get answers to frequently asked questions about early detection and word study for students with dyslexia. HO

MORNING SESSIONS 9:00–10:15 AM

2B-380 | Give Me a Break...a Brain Break!

Dr. Jean Feldman

Need to re-focus your little ones—fast? It's time for a brain break! Dr. Jean introduces short movement activities that help children focus and give them a positive outlet for energy and wiggles. See her demonstrate brain energizers you can use to start your day, in between lessons, or whenever your students appear restless. You'll be amazed at how moving and singing also reinforces skills! HO

2B-493 | Don't Wait! Early Literacy Interventions for Kindergartners

Kim Adsit

Kim shares her favorite intervention strategies for sight words, letter, and other important standards. Discover how to organize individual tutorial bags for your students so that each child has ownership of the standards they're learning. Leave with your own bag of new tricks for your at-risk and struggling learners! RTI

2B-494 | Drawing, Dictating & Writing: Books for Learning

LeAnna Wolkis Goldstein, NBCT

Bring out the creative side of your young writers by offering a platform where they can collect all their ideas in one place. Guide your kindergartners in using drawings, dictations, and writing to write about a topic, narrate a single event, or tell about an event in the order it occurred. Experience how to make individual and class books using different mediums along with binding techniques and clever covers that stretch the imagination. All these lesson ideas are aligned to the standards! **Please bring scissors, markers and glue stick.** M&T

2B-495 | Centers that Make Math Meaningful

Shari Sloane

Wishing for practical, easy-to-manage math centers? Shari introduces numerous highly effective math center ideas that take no time at all to set up and are very easy to manage. Discover great new ways to address number sense, subitizing, addition, and subtraction using the manipulatives, dice, and cards that you already have in your classroom.

2B-496 | Feel the FORCE! Science Fun for Everyone

Crystal Radke

Science matters! Don't forget the fun! Collect a variety of ideas for teaching matter, energy, force, and motion. Plus, discover books, interactive writing projects, experiments, and center activities that will make science unforgettably cool for all your kindergartners.

2B-497 | Read Aloud, Think Aloud

Jennifer White, NBCT

Transform your classroom read-alouds into an engaging and interactive adventure! Get your students thinking critically as they listen, both increasing their vocabulary and comprehension. In addition, learn effective strategies for making the most out of your read-alouds like modeling your thinking and creating opportunities for your students to form questions as they listen.

2B-498 | Engaging Students: Sway®, iMovie® & More

Ben Cooper

Get familiar and comfortable with apps that will help students record, edit, and display their learning. Ben introduces such apps as Doodlecast, iMovie and Sway. Learn how to use them, teach others to use them while adding value to your existing style of documentation. BYOD | P-1-P

2B-499 | Mission Survival: The First Weeks of School

Jessica Travis

Head into the new school year feeling more confident than ever about handling those often-dreaded first few weeks. Jessica shares new ideas for setting expectations from day one, tips and tricks to keep you organized, and fun activities for getting to know your students. Never feel like you are in “survival mode” again. Learn how to turn the first few weeks into the best year ever!

2B-584 | Inspiration for Your Morning Meeting

Pete Harry

Set the tone for the entire day with a morning meeting experience that is academically engaging and personalized for you and your students. Join Pete to explore a variety of creative ways to integrate music and PowerPoint® to inject inspiration and innovation into your opening routine. SA

MORNING SESSIONS 10:45 AM–12:00 PM

2C-386 | Game On!

Dr. Jean Feldman

Purposeful Practice for Automaticity—another name for repetition—is a key to skill mastery. But little kids just want to play and have fun. What's the answer? Join Dr. Jean and learn games children will want to play again and again. Discover how to make your own games and adapt them for specific skills. Letters, numbers, shapes, and words will jump out at you and say, “Come on, let's PLAY!”

2C-500 | Marvelous Mini-Lessons for Motivating Young Writers

Kim Adsit

Give your kindergartners the confidence they need to become better writers. Kim shares a variety of enjoyable mini-lessons and engaging activities that will not only make your writers' workshop fun, but will also motivate your young learners to take charge of their own writing.

2C-501 | Managing Your Classroom with Excellence

Pete Harry

Manage your classroom seamlessly and positively with music and technology while cultivating a “we are family” learning culture. Collect countless tips for improving classroom management and ensuring creative transitions throughout the entire school day. From token economy to effective attention-getters, Pete packs in strategies to accelerate your pursuit of teaching excellence. SA

2C-502 | Encouraging a Growth Mindset in Your Classroom

LeAnna Wolkis Goldstein, NBCT

Build time throughout your day to support your students' efforts as they try new things, attempt to solve problems, become risk takers, and leap into the unknown as they reach their full potential. Learn how to develop an atmosphere in which children embrace challenges and demonstrate persistence when tackling learning outside their comfort zone. LeAnna focuses on creating a mindset in your kindergartners that allows them to learn through their mistakes and stay motivated as they travel along the path to success!

2C-503 | Reading Fluency Fun!

Shari Sloane

Turn every student into a strong, independent, and fluent reader. Join Shari in this eye-opening session and gain the tools you need to make it happen. Learn exactly what fluency means, why it is necessary, and how to excite every learner in your classroom with fluency fun.

2C-504 | Me on A Map

Crystal Radke

Discover how to create meaningful social studies lessons and incorporate those lessons into reading, writing, and other subjects. Teach your students to understand what a community is and what role they and others play in their community. Leave with innovative ideas for read-alouds, interactive writing, art projects, and school-wide activities that you can take back to your classroom to make learning real.

2C-505 | Number Talks: Getting Students to Talk About & Understand Math

Kelly Haynes, NBCT

Become aware of the importance of adding number talks to your daily routine and how they develop computational fluency. Learn how to use number talks with your students and identify great, low-prep resources you can use all year long to get your kiddos talking about and understanding math.

Register and log-in to select your sessions at SDE.com/National



Tuesday, July 11, 2017—Wednesday, July 12, 2017

2C-506 | A to Z with You & Me: Phonics & Phonemic Awareness for All

Jennifer White, NBCT

You can never have too many engaging activities and ideas for teaching phonics and phonemic awareness! Jennifer adds to your collection as she shares a wealth of strategies to freshen up your teaching of ABCs, including theater, sensory bins, art, directed drawings, and more!

2C-507 | Creating Engaging Centers on a Budget

Jessica Travis

Always spending your own money on your classroom? Get ready to learn how to create a complete collection of hands-on, engaging, and affordable learning centers. In this session, discover tips and tricks to help you save money while developing exciting centers for your students. Leave with no-prep templates, updated ideas for your current centers, and new ideas for your future centers. Saving money has never been so fun!

LUNCH: 12:00–1:30 PM (ON YOUR OWN)

AFTERNOON SESSIONS 1:30–2:45 PM

2F-393 | Foundational Skills: Making Literacy Come Alive for Early Learners

Kathy Griffin, NBCT

Bring literacy to life in your classroom by using your students' names and pictures. They'll love it! Kathy shows you how to weave in the standards of print concepts, phonological awareness, phonics, and word recognition using iPads® and other technology tools. Motivating your little learners will be easy.

2F-509 | Differentiated Small Groups for Math Success

Kim Adsit

Find out how to start and run differentiated, small groups during math and make them work. Kim identifies the kinds of activities to use to teach the standards, which students to group/partner/team together, ways to differentiate your lessons with less effort, and what the other kindergartners should be doing while you're working with a small group. Return to your classroom full of fun and engaging small-group activities for teaching the math standards.

2F-510 | Brain Research & Best Practices for Teaching & Learning

LeAnna Wolkis Goldstein, NBCT

All teachers can introduce developmentally appropriate concepts in an interactive way while they have fun teaching and the students have fun learning! This captivating session provides the motivation you need to deliver your lessons with powerful, potent instruction. LeAnna's fascinating brain-research strategies will help you focus your students' attention and build memory using music and movement. **Bring scissors, glue stick and markers.** M&T

2F-511 | Writing Standards for Kindergarten: Breaking It Down & Making It Easy

Shari Sloane

The standards for writing in kindergarten don't have to be overwhelming. Take advantage of Shari's numerous, easy-to-use strategies to help your young learners master the standards. They've worked in her classroom and will work in yours, too!

2F-512 | Managing Your Early Finishers

Crystal Radke

What can your early finishers do while the rest of your class is still working? Crystal shares the answer. Discover how to create an early finisher's tub your kindergartners will love! Extend their learning with an activity system. In this session, find out how to engage all your students and offer easy-to-prepare extensions for your advanced learners, too—while you peacefully work with your small groups. HO

2F-513 | From Trash to Treasure: Centers & Beyond!

Kelly Haynes, NBCT

Don't throw it away! Turn your everyday "junk" items into classroom learning jewels! Kelly stirs up your imagination as she shares how to use everyday items to make meaningful, engaging centers and activities for your students. See for yourself how amazingly stimulating lid games, games from empty containers, and other trash-to-treasure creations can be!

2F-514 | Use Your Senses!

Jennifer White, NBCT

Capture your children's imaginations with these fun learning stations that incorporate sensory play with meeting the standards. Exploratory learning and play are essential for early childhood development. Join Jennifer as she maps out how to get your bins started with tips and ideas for keeping them interesting all year long!

2F-515 | Finding Value in Independent Reading

Miranda Benfer

Independent reading is NOT a waste of precious instructional time! In this session, investigate the independent reading component of reading workshop and why it is important to carve out time for your students to just sit and read. Gain a new outlook on how to structure independent reading time in your classroom to keep your kindergartners interested and how to ensure the time is valuable for your students' learning. P-L-P

2F-516 | Kids Are Engineers, Too!

Jessica Travis

Create a hands-on, problem-solving, design-and-create type of classroom your children want and need—while meeting the standards. In this interactive session, Jessica presents ideas, tips, and tools to incorporate into activities that ensure your students feel like successful engineers and real-world problem solvers. HO | STEM

2F-724 | Building Comprehension in Daily Read Alouds

Helen Strines

Come learn how to use daily read alouds to build your children's comprehension and vocabulary skills. Helen shares strategies to make read alouds interactive and to encourage everyone to participate so the material sticks. Return to your classroom with an abundance of ideas to make your students love read-aloud time.

AFTERNOON SESSIONS 3:15–4:30 PM

2G-399 | Recognizing Red Flags for Common Learning Challenges

Kathy Griffin, NBCT

Recognize the red flags that indicate a child may have a learning challenge—such as autism, ADHD, sensory processing disorders, or other learning disabilities. Discover how to distinguish a common learning challenge from immaturity or a lack of readiness. Learn how to teach children with special needs to problem solve and explore how to provide alternative assessments and strategies for reaching these children. You'll leave with research-based strategies and skills to aid even your most challenging students. RTI

2G-517 | ABCs & 123s: An Idea a Minute

Kim Adsit

Kim shares a creative idea a minute for teaching ABCs and 123s with songs, puppets, and lots of games and activities that will help you differentiate your instruction and help your children master early skills quickly. Plus, learn how to document each child's progression through these skills to ensure that ALL students are learning.

2G-518 | Teaching with YouTube™: 21st Century Tools Galore

Pete Harry & Adam Peterson

Ready to get connected with a true 21st Century learning tool? Engaging instruction, classroom project ideas, and a host of fun, song-based learning videos are just a click away on YouTube! Pete and Adam share a myriad of educational YouTube channels, reveals catchy songs that teach, and offers ideas for sharing your students' work and creativity with parents on YouTube. SA

2G-519 | Guided Reading Groups in Kindergarten—Demystified!

LeAnna Wolkis Goldstein, NBCT

Pull back the curtain and uncover the mystery behind a developmentally appropriate guided reading group in kindergarten. Explore the stages of progression as students start using the strategies being taught and show their readiness to move forward towards independent reading. LeAnna explains how to build a successful reading group around a well-managed classroom. Understand how students can work independently in learning stations while you use direct instruction to teach the skill needed for the particular reading group.

2G-520 | Maximum Math Instruction to Meet the Standards

Shari Sloane

Integrate your curriculum by using math throughout the day. Join Shari to discover games, songs, and materials to help your students meet the math standards. You will explore fast and simple activities to make the standards fun. Explore number sense, time, money, measurement, patterning, graphing, data interpretation with glyphs, and much more.

2G-521 | Cool Ways to Integrate Technology into Centers & Reading

Crystal Radke

Ramp up the engagement in your centers and reading instruction with the magic of technology! Get up to date on the latest and most exciting classroom technology trends. Learn how to take advantage of great apps and websites perfect for kindergarten and create collaborative opportunities to engage your little learners. Leave with practical tips on how to integrate technology when planning centers and reading lessons.

2G-522 | Classroom Storage: Eek! All This Stuff Is Taking Over My Room!

Kelly Haynes, NBCT

Classroom storage is a huge issue in kindergarten and Kelly is here to solve it! Take a deep breath and explore her tips for storing all the stuff you have and need for your classroom. In addition, discover how to reuse things in new ways so you have fewer items to store and stress over!

2G-523 | The Write Stuff

Jennifer White, NBCT

How can you get ALL your kids writing, wanting to write, and excited about writing? Jennifer shows you how to light that fire in your entire room! Learn the stages of writing and where your students fall into them. And, walk through an easy-to-duplicate approach to differentiating your writing instruction through journaling, labeling, opinion writing, informational writing, and narrative writing.

2G-524 | OMG! Organizing & Managing Groups

Jessica Travis

Small groups and rotations can be a challenge. This session will leave you with the confidence and resources to help you manage both in your classroom. Whether you teach reading in small groups, math in small groups, or both, your small groups will be on-task and engaged, allowing you to devote your full attention to students. Practice these transition strategies and management procedures and your students will easily master small groups and rotations!

WEDNESDAY, JULY 12, 2017

MORNING KEYNOTE 8:00–8:45 AM

3A-004 | Open a School, Close a Prison

Nadia Lopez

Our kids are our future, and it's crucial they believe it themselves. In this energizing keynote, Nadia shares how she opened an academic oasis in Brownsville, Brooklyn, one of the most underserved and violent neighborhoods in New York. Why? Because she believes in every child's brilliance and capabilities. Come hear the founding principal of Mott Hall Bridges Academy (and a star of "Humans of New York") reveal how she helps her scholars envision a brighter future for themselves and their families, and how you can, too.

Register and log-in to select your sessions at SDE.com/National



Wednesday, July 12, 2017

MORNING WORKSHOP 9:00 AM–12:00 PM

3D-541 | For the Love of Reading

Kim Adsit

Want to have your kids asking for more time to read? Then don't miss this session! Kim shares ways to easily cover the reading literature standards through the Workshop Model. Learn how to equip your readers to talk about books, identify book patterns, compare and contrast characters and settings, and identify story elements.

MORNING SESSIONS 9:00–10:15 AM

3B-405 | Giggles & Wiggles: It's Circle Time!

Sharron Krull

Learn fun and proven techniques for presenting musical experiences, movement, and creative activities during circle time. Come find out how to create a developmentally appropriate curriculum in music and movement for students. And, discover how to use circle time activities to identify what your children are learning.

3B-525 | Number Sense & Fluency: Strong Foundations Start with the Standards

Kathy Griffin, NBCT

Start your little ones on the path to math success—strong foundations begin with the standards! Discover easy-to-use strategies for developing and reinforcing math skills, number sense, and numerical fluency. Learn about and acquire whole-group lessons and games that easily transfer to center activities. Plus, tap into the power of straight-forward, focused interventions.

3B-526 | Fitting It All In! Integration to Teach the Standards

Shari Sloane

Integrate your curriculum and teach the standards using themes that revolve around a letter study. Shari shares how to create a smooth, thematic, and fun-filled schedule that includes all curricular topics. Return to your students with short, daily themes related to popular children's literature. Maintaining a balanced literacy program while teaching the standards will be a breeze!

3B-527 | Bring Inquiry-Based Learning Into Your K Classroom!

Palma Lindsay

Trigger curiosity, ignite the excitement of learning, and create life-long learners. It starts with introducing the four basic steps to inquiry-based learning in your classroom. Palma shows you a fool-proof formula that motivates students to discover, learn deeper and wider, and become experts in their field as they share new information that is current, relevant, and meaningful.

3B-528 | Kick Worksheets to the Curb with Hands-on Morning Work Bins

Marsha McGuire

Revamp your morning work routine with work bins that are hands-on and engaging. Attend this session to gather ideas for starting your year out with morning work bins that focus on fine motor and basic first days of school skills. Then, find out how to extend your bins to introduce your students to more complex math and ELA skills. M&T

3B-529 | Kinders Can Write!

Jennifer Knopf

Motivate your kinders to love writing! See how to create a writing center where the magic happens—one that inspires your students to use their emergent writing skills. Help them go from drawing pictures to writing sentences. Jennifer's classroom-tested ideas will have your young learners begging for more time to write!

3B-530 | Where Have All the Happy Teachers Gone?

Vera Ahijya

Teaching is tough. Retention is low. It's no wonder. While you love what you do, it's hard to stay positive when so many stressors surround you each day. Vera shows you how to liberate yourself from negative feelings and find the happiness within you. Happy, unflappable, and relaxed in the midst of the storm of kindergarten. That will be you!

3B-532 | ELL Strategies to Engage All Learners

Sam Williams

How can you differentiate your instruction to reach ELL learners without excluding the other students in the room? Take advantage of Sam's ELL strategies to make EVERY lesson accessible to EVERY student. Sam introduces brain-based research on motivation and engagement and shares examples of ELL best practices in action. Meet the standards and keep both ELL and non-ELL students learning with effective visual tools, graphic organizers, thematic word walls, and word banks.

3B-734 | Understanding the Stages of Development: New Insight into Academics & Behavior

Dan St. Romain

Wondering if a student's learning and behavior are typical? Join Dan to examine and understand how the stages of development determine the teaching strategies you use with your students. Gain new insight that will help you work with parents, encourage independence, make retention decisions, and design appropriate interventions. HO

MORNING SESSIONS 10:45 AM–12:00 PM

3C-411 | Playing to Learn: The Body-Brain Connection

Sharron Krull

Discover why play is such an essential element of learning. Sharron shares the latest thinking on how a child's brain development is influenced by movement and physical activity. Investigate how the brain functions and how to create a brain-compatible environment. And, learn all about the important connection between playing and learning!

3C-533 | Guiding Little Ones through Writers' Workshop

Kathy Griffin, NBCT

Teach the ELA writing standards while engaging your students in the writing process with Writers' Workshop. Gain a plethora of practical tips and strategies for turning all your students into successful writers. Back in your classroom, you'll have a supply of concrete, ready-to-use ideas for teaching opinion, narrative, informational, and research writing while addressing the language standards.

3C-534 | Sanity-Saving Tips for the Busy Teacher

Shari Sloane

Benefit from the practical insights of an experienced kindergarten teacher. Shari shares the lessons she has learned throughout the years to help with management, discipline, scheduling, transitions, organizing and even cleaning your classroom.

3C-535 | Emergent Reading: Climb Aboard the Literacy Train!

Palma Lindsay

Start your children's reading engines with strategies and fun-filled activities that build literacy skills and a love for children's literature. Explore classroom-tested, proven models and activities to energize students and inspire a life-long love of reading. Plus, learn how to develop concepts of print so all your young readers succeed. **Please bring scissors and a glue stick.** M&T

3C-536 | Keeping Differentiation Developmentally Appropriate

Marsha McGuire

Need developmentally appropriate activities to differentiate your instruction and meet the needs of all your learners? Join Marsha to deepen your understanding of what differentiated instruction is and is not. Gather activities and tips that focus on ways to include sensory, game play, dramatic play, and other hands-on activities into your curriculum while addressing the standards. Forget the worksheets—there's a better way to differentiate your instruction!

3C-537 | Fun-Tastic Games & Activities for Building Early Math Skills

Jennifer Knopf

Shake up your math stations with fun-filled games and activities that address all your standards. Your kinders will beg for more! Use these games to teach and reinforce math skills while your little ones think they're just having fun. These whole-group activities and games can be played in pairs to double the entertainment factor!

3C-538 | It's a Letter Party!

Vera Ahijya

Invite your students to a letter party! Teach them the letters and their sounds—a fundamental part of early childhood education—the FUN way! After years of teaching, Vera is well-equipped to share the many resources, songs, and activities she's collected to make teaching the letters fun!

Please bring scissors, glue, and crayons. M&T HO SA

3C-540 | Social & Emotional Learning: Creating a Positive Classroom for Optimal Learning

Sam Williams

Do you have students who are disengaged, struggle with building positive relationships, or don't feel or show empathy for others? Sam presents a toolbox of skills and strategies to help you build a positive classroom environment in which students grow socially and emotionally. He backs up the information he shares with the latest research on social/emotional development and how it impacts today's classroom.

3C-739 | I Can Do It Myself! Encouraging Self-Regulation & Independence

Dan St. Romain

Teach your students how to solve their own problems—rather than look to you—and help them positively shape their behavior for a lifetime. Dan demonstrates how to develop the character traits of independence and behavioral mastery using fun projects and children's literature. Never again hear your students say, "I can't do this."

LUNCH: 12:00–1:30 PM (ON YOUR OWN)

AFTERNOON SESSIONS 1:30–2:45 PM

3F-418 | Picasso Meets Einstein! Discovering Math & Science Through Art

Sharron Krull

Get your children truly jazzed about math and science! Sharron shows you how to bring their discoveries to life through visual, hands-on, and sensory art experiences—even if they're not Einsteins or Picassos. Learn how to teach math and science concepts everyday while students play and explore the world around them. STEM

3F-542 | Social Studies Sounds Super!

Kim Adsit

Find out how to use children's literature to explore communities, holidays, families, and the world! Kim shows you creative and conceivable ways to get children inspired to learn. Introduce and extend social studies using interactive books, storytelling, art activities, puppets, story props, and cooking activities.

3F-543 | Literacy Games Galore!

Kathy Griffin, NBCT

Create fun and motivating literacy games and literacy stations—the kind that teach essential reading skills and support children in mastering the standards. You'll find that the ideas shared in this session for addressing phonemic awareness, phonics, sight words, and reading strategies are easily and immediately implementable. Leave with free games for your students to play the next day.



Wednesday, July 12, 2017—Thursday, July 13, 2017

3F-544 | Tried & True Techniques for Writing with Kindergartners

Shari Sloane

If you find that writing with your kinders can sometimes be a stressful experience, this session is for you! Shari offers a wealth of her own proven techniques for making writing instruction easier and more enjoyable. Learn modeled, shared, interactive, guided, and independent writing activities that you can use right away.

3F-545 | Don't Wait! Early Math Intervention Strategies for Your Littlest Learners

Palma Lindsay

Do you have students who demonstrate no obvious disorders, but just aren't "getting it?" Based on current research and her own extensive teaching experience, Palma shares ways to create meaningful math interventions for those students who might otherwise fall through the cracks. Discover how to re-invent instead of re-teach, take advantage of cross-age tutors and volunteers, and use a "Total-Body Response-to-Intervention." RTI

3F-546 | Creating a Class of Sight Word Masters

Marsha McGuire

Transform your students into sight word masters! Marsha offers tips and techniques to create a community of students excited and eager to learn sight words. She demonstrates ideas and activities that will have your students begging to practice sight words. And, yes, you can easily differentiate these activities and games so that all students can feel successful. SA

3F-547 Using Children's Literature to Discuss Diversity

Vera Ahiyya

Children yearn to see themselves in our classrooms. In this session, discover how our culture reveals itself in the classroom and make connections between diversity and our students using children's books. Confidently engage in conversations about cultural backgrounds and identify higher-order thinking questions to use with children's books about diversity. Walk away with a tool box full of strategies to help you talk about diversity.

3F-548 | Google® Apps in Kindergarten

Crystal Phelps

Get started using Google Apps for Education®! Crystal offers tips and tricks for implementing this great tool, fitting it into your busy day, and making it meaningful for your young students. Learn about student logins, how to create a portfolio for your students, how Google extensions can make your life a little less hectic, and more. Take digital materials back to your classroom to help you jump-start Google in your classroom. P-L-P

3F-549 | Inclusion Strategies in the Early Childhood Classroom

Sam Williams

Explore three key approaches to creating a successful inclusive classroom! First, learn how to present material in multiple formats to ensure students acquire new skills. Next, offer students a variety of ways to show what they know. Lastly, create a stimulating learning environment by providing multiple ways for your students to engage through multiple learning styles. Leave this session armed with terrific ways to motivate and support all your students.

3F-745 | I Can Make Good Choices!

Dan St. Romain

"You're not my friend!" "That's not fair!" "I don't want to do that!" If it seems like each year you are dealing with more behavior problems in your classroom, this fun session is for you! Dan offers quick and easy ideas for teaching your students important behavior and social skills using visuals, literature, and simple chants and activities. HO

AFTERNOON SESSIONS 3:15–4:30 PM

3G-424 | Reading & Relationships: Connecting Early Literacy with Social & Emotional Development

Sharron Krull

Foster love, respect, and good feelings between adults and children through shared book reading, conversations, and play! When you strengthen the interaction and positive relationships between children and adults engaged in literacy activities, you'll make great strides in developing language, reading, and writing skills. This session is full of fun, literacy-based activities for teachers and families to use to nurture children's social and emotional growth.

3G-550 | How Did You Get That? Thinking & Writing About Math

Kim Adsit

Kim shares an idea-a-minute that will have your children using problem solving, graphing, organizing, and more as they share their thinking about math in writing. Learn activities designed to help your students develop a deeper understanding of many math concepts.

3G-551 | Building Bigger, Stronger & Better Academic Vocabulary

Kathy Griffin, NBCT

Get ready to discover fabulous ways to build vocabulary in ALL your students! Explore activities, online resources, and more. Walk away knowing how to get your children to really enjoy mastering new words and a whole range of new tools for multiplying vocabulary and enhancing learning for all. **Please bring scissors, markers, and glue stick.** M&T HO

3G-552 | Super Science Centers & More

Shari Sloane

Learn how to make science instruction fun and easy by tapping into your children's natural sense of wonder. In this session, Shari introduces many developmentally appropriate science centers along with fantastic ideas for units of study for whole-group science instruction.

3G-553 | From Re-Telling Stories to Writing: Instant Success!

Palma Lindsay

Roll up your sleeves and take part in fun make & take projects that provide prompting and support for re-telling stories. Learn proven strategies for composing sentences that will instantly turn ALL of your students into successful writers. Bring your ELA program to life with these creative techniques that will have your kindergartners begging for more! **Please bring scissors, white glue, and a small box of crayons or colored pencils.** M&T

3G-554 | Routines & Procedures: The Keys to a Smooth-Running Classroom

Jennifer Knopf

Jennifer shares terrific classroom management tips, proven-effective in early childhood classrooms, just like yours! Learn how to establish and maintain routines and procedures that will keep your classroom running smoothly, from morning meeting to dismissal!

3G-555 | The No Homework, Homework Bag!

Vera Ahiyya

Inspire learning outside the classroom using an exciting alternative to traditional homework. Vera introduces homework bags—a way for your students to engage in learning at their homes. Weigh the benefits and concerns with the current way many schools give homework. Then, create your own homework bags to start using right away. **Please bring scissors, glue, and crayons.** M&T HO SA

3G-556 | How to Set Up MakerSpace in Your Classroom

Mary Joyce

Provide a discovery area in your classroom where your kindergartners can tinker, build, create, explore, and question. This session invites you to look at what a MakerSpace is and how it can help students develop higher-level thinking skills. Get practical advice on how to set up and run MakerSpace and lead students through the process of a MakerSpace project. Bring your ideas and questions to share with your peers. HO

3G-557 | Foldables & Fun: Hands-On, Minds-On Learning

Sam Williams

Come see foldables in action! Sam demonstrates new ways to improve the all-important fine motor development skills while engaging your students in every content area. Use these foldables to motivate learners with interactive strategies and interactive notebooks. Make your own collection of fun foldables and take them back to your classroom. **Please bring scissors, markers, and a glue stick.** M&T HO

3G-750 | Understanding the Brain: The Key to Improved Academics & Behavior

Dan St. Romain

Join Dan for a fun and revealing journey through the brain and gain priceless insight into why and how to connect thoughts, feelings, and behavior in your classroom. Identify the best ways to lock information into your students' long-term memory, engage their emotions, and help them manage their behavior. Depart with the keys to improved academics AND teaching success. HO

THURSDAY, JULY 13, 2017

MORNING KEYNOTE 8:00–8:45 AM

4A-006 | I Wish My Teacher Knew

Kyle Schwartz

For years, Kyle asked her students: What do you wish your teacher knew? When she shared this community-building activity through Twitter, the response astounded her. In this keynote, Kyle will share a detailed teacher's guide to the #IWishMyTeacherKnew lesson as well explore issues that may arise through students' responses. Leave with actionable steps you can take to address students' needs in your own classroom and build relationships that lead to learning.

MORNING SESSIONS 9:00 AM–12:00 PM

4D-574 | No-Nonsense Counting, Cardinality & Number Sense

Donna McKenzie

Dive deeper into the concepts of counting and cardinality and prepare to confidently tackle the kindergarten math standards. In this intensive half-day session, The hands-on and classroom-tested games, centers, and lessons Donna shares will help you develop a classroom rich in daily, number sense experiences.

MORNING SESSIONS 9:00–10:15 AM

4B-430 | What If Today Was Their Only Day?

Lisa Murphy

In this motivational session, Lisa shares the powerful story of her first day of school, and how and why that one day solidified her decision to become an educator. Come be inspired as you begin thinking about the question, "If this were my only day, what would I remember?"

4B-558 | Mission Engagement!

Kim Adsit & Adam Peterson

Take a peek at some of Kim and Adam's favorite engaging activities—they'll have your children on the edge of their seats! Get ideas for using science, centers, and other content areas to make learning meaningful while keeping your teaching grounded in the standards. Plus, hear their secrets to building excitement through special days and room flips.



Thursday, July 13, 2017—Friday, July 14, 2017

4B-559 | Introducing Close Reading & the Idea of Digging Deeper

Palma Lindsay

Get your little learners ready for the standards by introducing the concept of close reading. Using Palma's teaching tips and techniques, it's easy to encourage your kindergartners to dig deeper and become little detectives as they search for clues in literature. All of these strategies can be adapted to your favorite books and your own classroom!

4B-560 Can I Make a Book? Teaching Across the Curriculum

Gwendolyn Hooks

With a few paper folds and scissor snips, Gwendolyn shows you how your kindergartners can make their own pet books. Plus, learn how to use her books, "Can I Have A Pet?" and "Nice Wheels," in your classroom to teach across the curriculum, including reading, writing, math, and science. **M&T**

4B-561 | Don't Give Away that Sensory Table!

Marsha McGuire

It's time to bring sensory play back to kindergarten! Marsha disagrees that sensory tables and bins should be removed from classrooms because they are not "academic." In this session, she demonstrates how to offer and differentiate activities to address the standards and shares specific ideas and activities guaranteed to engage and delight your students. **SA**

4B-562 | Whole-Group Strategies to Help THAT Kid

Amy Murray

You know that one student who consumes more of your time and energy than the others? In this session, learn play-based ways to identify THAT kid early on. Amy outlines a framework to find patterns in the behaviors that challenge (and maybe exhaust) you. Use the toolkit of strategies she provides to support THAT kid with dignity and while building autonomy. Amy is the author of the viral letter to parents about THAT kid in their child's classroom.

4B-563 | Making Shared Writing Meaningful through Chart & Sign Creation

Matt Halpern

Stop spending your time making classroom signs and charts or spending money buying them. Involve your students in their creation to make classroom rules and routines more meaningful and provide fun practice of important writing skills. Join Matt to learn how to get your students to participate seamlessly in chart and sign creation, see examples from real classrooms, and have fun with this new twist on interactive and shared writing. **SA**

4B-564 | Effective Parent Communication: Laying the Foundation for Lifelong Readers

Jennifer Bautista

Are your young readers ever confused by the help they get from their parents at home? When parents ask how they can help, are you unsure how to explain it to them? Attend this session and learn how to get parents onboard! Jennifer breaks down how to present information to parents so that they can effectively support your reading instruction at home. Use the presentation she provides to explain to parents the five components of reading in terms they will understand and get excited about. **P-T-P**

4B-565 | S.T.E.A.M.I.N.G through Nursery Rhymes

Jennifer Knopf

Incorporate Science, Technology, Engineering, Arts, and Math while teaching nursery rhymes. This session is full of hands-on experiments and engineering challenges you can bring back to your classroom. Find time to fit it all in by integrating multiple content areas into one unit. **STEM SA**

4B-755 | Building Community in Your Classroom

Kyle Schwartz

How can you turn a list of names on a class roster into a community of learners? Kyle shares how! Learn ways to help your students become active and generous members of their communities, both inside and outside the classroom. Instill in them the value of community by demonstrating how to live and grow among others, be kind and compassionate, be a good friend, help others feel appreciated, and contribute to our global society.

MORNING SESSIONS 10:45 AM-12:00 PM

4C-446 | 10 Little Hot Dogs Fryin' in the WHAT??!

Lisa Murphy

Discover finger plays, rhymes, and chants for transition time, circle time, or any time! Join Lisa as she teaches you many classic finger plays that have withstood the tests of time and some that are sure to become future favorites! Leave your inhibitions at home and come ready to sing, play, clap, and shout along!

4C-566 | Routines Rule! Effective Classroom Management Strategies

Kim Adsit & Adam Peterson

You can't teach a class you can't manage! Take a peek at how Kim and Adam manage their classrooms through the effective modeling of procedures and routines. Come learn their favorite songs and rituals that keep their classrooms running smoothly. Leave with a plethora of classroom management tips for tackling the daily challenges you face as a kindergarten teacher.

4C-567 | Integrating Curriculum: Teaching Smarter, Not Harder

Palma Lindsay

Integrate your curriculum to maximize teaching time, include informational text, teach to multiple intelligences, and meet the developmental levels of your learners. Learn how to incorporate literacy and math skills and content-area standards into all your lessons. Plus, add highly motivating centers where your kindergarten students can apply what they learn!

4C-568 | Fabulous Fine Motor Fun!

Marsha McGuire

So much to do and so little time for fine-motor activities? Come gather a bundle of ideas and activities that will have you building those oh-so-essential fine-motor muscles, while addressing curriculum standards and objectives. Marsha demonstrates how to create fun and engaging activities to keep your students' fingers working while they learn new math, literacy, and pre-writing skills.

4C-569 | Twitter for Teachers

Amy Murray

Join Amy to find out how to turn Twitter into a powerful resource for timely, meaningful, and ongoing professional development. Learn how to start building a personal learning network (PLN) of like-minded teachers from around the world. You'll be tweeting in no time! Before the session, create a Twitter account. Bring your device to join in the fun!

4C-570 | Ready, Set, Ignite! Deep Learning Through Play

Matt Halpern

Create a plan for making purposeful play a regular part of your day—it's how young students learn best! In this session, Matt coaches you through different lessons and moves that involve play and deepen learning. In addition, review the research supporting play and be prepared to convince parents and administrators that opportunities to move throughout the day truly do help students learn. **SA**

4C-571 | Guiding ALL Readers to Success!

Erica Roe

Help ALL readers in your classroom succeed! Use Erica's research-based, effective methods to maximize the time you spend with each guided reading group, without stress. From data collection to teaching, the methods and strategies you take away can be implemented easily and will leave you and your readers feeling successful. **P-T-P**

4C-573 | Kindness Counts!

Jennifer Knopf

Reap the unexpected benefits of creating a classroom community based on positive character traits such as honesty, empathy, and responsibility. Jennifer offers a practical guide to encouraging kindness one activity at a time, while also developing your students' social skills.

LUNCH: 12:00-1:30 PM (ON YOUR OWN)

AFTERNOON WORKSHOP 12:30-5:00 PM

4I-008 | Learning Adventure

Lori Elliott, Ed.D.

Embark on a unique, half-day learning adventure while discovering how to create your own memorable learning adventures for your students. You'll board a charter bus from the conference that will take you to the Hoover Dam where you'll participate in a guided tour of the landmark facility. While en-route, you'll watch a specially crafted video in which Lori shares a variety of fun activities to make any outing (like the one you are taking part in) a learning adventure. Limited space available; additional \$59.

AFTERNOON SESSIONS 1:30-2:45 PM

4F-575 | Flip This Room!

Kim Adsit & Adam Peterson

End your conference with Kim and Adam who will share room arrangement and grouping strategies to maximize your teaching time. Explore how to use your room effectively through flexible seating patterns that allow for both teacher-directed and student-focused learning. In addition, visit various types of grouping strategies and how to use them to ensure all children are getting just what they need to succeed.

4F-576 | Fun with Shapes & Patterns

Donna McKenzie

Why should kids have all the fun? Join Donna and experience fun ways to teach shapes and patterns. Discover games, art, literature connections, centers, and more that teach the standards and engage students. Learn how to include shapes and patterns in your classroom every day!

4F-577 | Developing Writing Skills in Kindergarten

Palma Lindsay

In kindergarten, students are expected to learn and practice four types of writing: Descriptive, informative, opinion, and narrative. Don't panic! They can do it! Palma shares techniques, templates, and rubrics galore—all aligned to the standards and perfect for developing the writing skills crucial to your students' ongoing success.

4F-578 | Storytelling & Your Students: Making Connections

Gwendolyn Hooks

In this delightful session, Gwen tells the story behind "The Cat Food Mystery," and how she turned a real-life story into a book. Using the characters and pets from the book, she guides you in creating puppets and making up new story adventures. Back in your classroom, you can write your students' stories making a connection between oral stories and the written word.

4F-579 | Differentiating Literacy Stations

Marsha McGuire

Organize, implement, and maintain differentiated literacy stations that fill your classroom with independence, engagement, meaningful activities, and success. Whether you use literacy stations or a Daily 5 model, learn classroom-tested tips and ideas for making DI a reality!

4F-580 | Building Better Behavior with Relationships

Amy Murray

Forget the charts, stamps, clips, and stickers. Amy's real, nuts-and-bolts lessons really work to improve children's behavior patterns and habits—without chipping away at a child's self-image or motivation. Come prepared to question your practices and develop a new framework for supporting—rather than managing—classroom behavior based on the needs of individual children.

4F-581 | Project-Based Learning in Kindergarten

Matt Halpern

How can you bring project-based learning into your instruction? Join Matt for step-by-step guidance from generating ideas for projects to project planning and successful implementation. Using numerous examples from his own classroom, Matt also shows you how it looks and feels and offers planning tools and project-ready rubrics and handouts.

Register and log-in to select your sessions at SDE.com/National



Friday, July 14, 2017

4F-582 | Fur & Fins: Teaching Children Valuable Lessons with a Classroom Pet

Jennifer Knopf

Teach your students empathy and responsibility with a classroom pet! Come learn how to incorporate classroom pets into your curriculum through math, reading, writing, and science activities. In this fun session, learn about different pets and what will work best in YOUR classroom. Jennifer also provides resources to help you pay for and maintain your pet.

4G-453 | The Importance of Early Experiences: How Playing IS Kindergarten Readiness

Lisa Murphy

How do you prepare your children for kindergarten and life? Lisa identifies seven things you need to do every day to build a foundation for future success. Come discover why and how to make time for your littlest learners to create, move, sing, discuss, observe, read, and—most importantly—play!

FRIDAY, JULY 14, 2017

MORNING KEYNOTE 8:00-8:45 AM

5A-009 | What We Could Do If We Were Brave Together

Rick Wormeli

When we are brave with differentiated instruction, we find the freedom, language, and spirit to confront complacency and ineffective practices, and, even better, to do something about them. In this liberating keynote, Rick will affirm and provoke you with compelling questions about contemporary practices and specific action steps to consider if having enough courage with differentiated practices was not a factor. From his humorous opening to his crowd-pleasing grand finale, he will push you closer to becoming the kind of teacher you always wanted to be and creating the school culture that best cultivates courage. Leave timidity at the door and join Rick for an extraordinary presentation packed with radical bold actions you can take today to better instruct your diverse students.



Post-Conference

(Separate registration & tuition required)

ALL-DAY WORKSHOP 9:00 AM-3:00PM

5I-583 | The First 30 Days of Kindergarten

Kathy Griffin, NBCT

Spend the day with Kathy to ensure you and your new kindergartners get off to a good start. Discover how teaching classroom procedures can maximize student independence from day one. Walk through the purposeful establishment of day-to-day expectations to increase positive behavior and maximize instructional time. Kathy also offers early assessment techniques and effective grouping strategies to further your differentiation efforts as you get to know your students. In addition, this full-day session also addresses the best ways to introduce rituals to build classroom community and effective and inclusive whole-group instruction practices you can use to start your year off on the right foot.

Register and log-in to select your sessions at SDE.com/National

Location

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Mandatory Resort Fee includes:

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- Unlimited use for two adults for fitness center
- A complimentary newspaper each day at the Ricordo gift shop
- A complimentary 2-for-1 coupon for well drink, domestic beer, or wine at any Casino bar (excluding the Bourbon Room)
- A complimentary regular coffee or tea at Café Presse

Parking

Valet and self-parking is free (subject to change).

Airport & Shuttle

Airport

The recommended airport is McCarran International Airport (LAS), which is just one mile from downtown Las Vegas. For flight information and general information visit: www.McCarran.com.

Airport Shuttle

Direct and Non-Direct Shuttle Service offered by LASpress.

(702) 472-8690 (please mention you are attending the 2017 SDE National Conference)

[Click here to make a shuttle reservation.](#)

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Cab fare from Las Vegas McCarran Airport to The Venetian/The Palazzo hotel is approximately \$25-30 one way (plus gratuity.) It is recommended that you check the price with the cab driver before entering the vehicle.

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Details

[Register Now](#)

Discover the advantage of group tuition savings, our free principal offer, and earning credit for attending.

Tuition for I Teach! Strands



	1 Day	2 Days	3 Days	4 Days
Early Bird <small>(before 3/15/17)</small>	\$280.00	\$419.00	\$504.00	\$529.00
Full Price <small>(after 3/15/17)</small>	\$305.00	\$469.00	\$579.00	\$629.00
Team of 5+	\$289.75	\$445.55	\$550.05	\$597.55
Group of 20+	\$274.50	\$422.10	\$521.10	\$566.10
Free Principal* <small>(with group of 5+)</small>	\$0	\$0	\$0	\$0

All prices per person. Registrations cannot be shared. Multiple discounts cannot be applied. Entire group must register at same time to receive discount rate or free principal offer. Special group rates for teams of 50+ are available by calling 1-800-462-1478.

Add a post-conference and/or Learning Adventure.	7/14/17 	7/14/17 	7/14/17 	7/13/17 
Early Bird <small>(before 3/15/17)</small>	\$99.00	\$99.00	\$99.00	\$59 <small>(Early Bird & group savings do not apply to Learning Adventure. Space is limited.)</small>
Full Price <small>(after 3/15/17)</small>	\$124.00	\$124.00	\$124.00	
Team of 5+	\$117.80	\$117.80	\$117.80	
Group of 20+	\$111.60	\$111.60	\$111.60	





All prices per person. Registrations cannot be shared. Multiple discounts cannot be applied. Entire group must register at same time to receive discount rate or free principal offer. Special group rates for teams of 50+ are available by calling 1-800-462-1478.

Tuition for DI & Teaching Math Strands



	1 Day	2 Days	3 Days	4 Days
Early Bird <small>(before 3/15/17)</small>	\$324.00	\$479.00	\$554.00	\$579.00
Full Price <small>(after 3/15/17)</small>	\$349.00	\$529.00	\$629.00	\$679.00
Team of 5+	\$331.55	\$502.55	\$597.55	\$645.05
Group of 20+	\$314.10	\$476.10	\$566.10	\$611.10
Free Principal* <small>(with group of 5+)</small>	\$0	\$0	\$0	\$0

All prices per person. Registrations cannot be shared. Multiple discounts cannot be applied. Entire group must register at same time to receive discount rate or free principal offer. Special group rates for teams of 50+ are available by calling 1-800-462-1478.

Add a pre-conference and/or Learning Adventure.	7/10/17 	7/10/17 	7/10/17 	7/13/17 
Early Bird <small>(before 3/15/17)</small>	\$294.00	\$294.00	\$294.00	\$59 <small>(Early Bird & group savings do not apply to Learning Adventure. Space is limited.)</small>
Full Price <small>(after 3/15/17)</small>	\$319.00	\$319.00	\$319.00	
Team of 5+	\$303.05	\$303.05	\$303.05	
Group of 20+	\$287.10	\$287.10	\$287.10	

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Policies

Payment Types

SDE accepts personal and school credit cards, checks (made payable to SDE), and purchase orders.

Cancellation Policy

If you are unable to attend or find a substitute, 100% of your paid registration will be refunded if you notify SDE by July 3, 2017. Notifications after this time will be refunded less a \$50 service fee. No refunds for cancellations received after July 8, 2017. To submit a cancellation request, please contact our Customer Satisfaction team at 1-800-462-1478.

Substitution Policy

A paid registrant may send a substitute. Free principals are non-transferable.

Free Principal Offer*

*Register a team of 5+ and your principal can attend tuition-free! Entire group must register at same time to receive free principal offer. Free principal offer does not apply to pre- or post-conference events or Learning Adventure. Free principal registrations are non-transferable. Multiple discounts cannot be applied.

ADA Statement

If you have a disability for which you require accommodation under the terms of ADA/504, or if you have a medical condition that requires specific attention, please notify SDE no later than 30 days prior to the program date by calling 1-800-462-1478.

Earn Credit

CEUs & University Credit Available

You may be eligible for professional development credit through your state. University credit is also available. Please check with your district for advance approval for state or graduate credit. Contact SDE at 1-800-462-1478 or visit www.SDE.com/About-SDE/Credit to learn more.

Continuing education credits are not part of any degree program. The credits may be used for salary increment steps and recertification. For specific information on each university or to download enrollment forms, visit www.SDE.com/About-SDE/Credit

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/7/17

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

Approval to apply - Co-Curricular Golden Bell Award Application (Freeman/Thomas)

The Assistant Superintendent of Educational Services and the Director of Curriculum Instruction and Accountability request permission to apply for the Golden Bell Award through the California School Board Association (CSBA). The CSBA Golden Bell Awards promotes excellence in education and school board governance by recognizing outstanding programs and governance practices of school boards in school districts and county offices of education throughout California. Golden Bell Awards reflect the depth and breadth of education programs and governance decisions supporting these programs that are necessary to address students' changing needs. The Educational Services Department wishes to submit an application in the category of Co-Curricular for the after school program.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Curriculum and Instruction, that the Board of Trustees approve this request as presented.

ADDITIONAL MATERIAL:

None.

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: June 7, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Site Technology Technician Salary Reallocation (Koch)

The Personnel Commission of the Oxnard School District took action in January 2017 to approve a recommendation to the Board of Trustees to reallocate the classification of Site Technology Technician from Range 17.5 to Range 20.0 on the Classified/CSEA salary schedule. This move does not disrupt the internal alignment of classifications, and as such, is subject to approval, denial, or modification by the Board of Trustees. The Personnel Commission agenda item has been attached for review.

FISCAL IMPACT

Total maximum annual increase (assuming top salary step and full-time, 12-month schedule) of \$7,193* per employee. This amount includes salary, statutory benefits, and health and welfare benefits.

Total maximum annual increase District-wide (assuming top salary step and current hours of employees) of \$164,505*.

*Based on current salary schedule and statutory benefit rates

RECOMMENDATION

It is the recommendation of the Personnel Commission that the Board of Trustees accept the salary reallocation for Site Technology Technician from Range 17.5 to Range 20.0 on the Classified/CSEA salary schedule retroactive to February 1, 2017.

Range 20.0 (Monthly)	\$3,448	\$3,621	\$3,801	\$3,992	\$4,194
Range 20.0 (Hourly)	\$19.89	\$20.89	\$21.93	\$23.03	\$24.19

ADDITIONAL MATERIAL

Attached: Personnel Commission Agenda Item & Approved Recommendation (2 pages)

PERSONNEL COMMISSION AGENDA ITEM

Name of Contributor(s):

Jonathan Koch
Director, Classified Human Resources

Date of Meeting:

January 19, 2017

TITLE: Salary Reallocation – Site Technology Technician

DESCRIPTION OF AGENDA ITEM:

Prior to 2013 the Oxnard School District housed computer labs at each school site and employed individuals in the classification of Computer Lab Technician. Those in this classification were tasked with basic duties in the area of technology and oversaw the computer labs at school sites.

In 2013, OSD implemented the one to one mobile device program which, over the next few years, would supply every student with an iPad. At this time, it was determined that the current duties of the Computer Lab Technician classification would not be sufficient to support all of the anticipated future needs of the District's school sites. As such, the Computer Lab Technician classification was revised and the old Computer Lab Technician positions became Site Technology Technician positions. No salary change was implemented at this time.

While some of the changes were possibly seen as potentially minor at the time, such as adding the task of assisting students, teachers, and staff with iPads, it has now become evident that the transition from Computer Lab Technician to Site Technology Technician has been more complex than originally anticipated. Additionally, whenever new technology is introduced in the District or classroom, the Site Technology Technicians need to be able to learn and adapt to the new technology. For these reasons, it has become evident that the salary placement for these positions, which currently resides only a half range higher than Office Assistant, is in need of review.

In addition to the above reasons, the Classified Human Resources department has also run into recent troubles in attracting and retaining individuals in these positions, possibly due to being below the market rate for similar positions. Based on all of the above, the Commission is presented today with the enclosed data and a recommendation on salary reallocation.

FISCAL IMPACT:

A review of a number of districts within a four county area was conducted and can be found enclosed. The salary study included all districts from OSD's approved comparable districts list which had a similar classification. Additionally, Pleasant Valley ESD has been included due to its proximity to OSD. If the recommendation below is approved by the Commission and subsequently by the Board of Trustees, it will result in a total increased cost of approximately \$7,459 per year (including statutory benefit costs) for each full-time employee.

RECOMMENDATION:

Staff recommends that the Personnel Commission take action to approve a recommendation to the Board of Trustees for reallocation of Site Technology Technician from Range 17.5 (\$17.61 - \$21.41 hourly) to Range of 20.0 (\$19.89 - \$24.19 hourly) on the CSEA salary schedule.

Site Technology Technician

2016-12 Salary Review

Class Title	Agency	Min Hourly Salary	Max Hourly Salary	
Desktop Support Technician	Oxnard Union HSD	\$23.72	\$28.91	
Technology Support Technician	Norwalk-La Mirada USD	\$21.32	\$26.00	
Site Computer Technician I	Conejo Valley USD	\$21.08	\$25.75	Q3
Technology Assistant	ABC USD	\$20.43	\$24.86	
Technology Support Technician I	Pleasant Valley ESD*	\$18.94	\$23.02	
Technology Support Assistant	Paramount USD	\$18.14	\$22.09	
Site Technology Technician	Oxnard School District	\$17.61	\$21.41	Q1
Site Computer Technician I	Lancaster ESD	\$16.36	\$19.91	
School Technology Assistant	Lucia Mar USD	\$15.15	\$19.36	
Technology Aide	Palos Verdes Peninsula USD	\$15.49	\$18.86	
	3rd Quartile	\$20.92	\$25.53	
	Median	\$18.54	\$22.56	
	1st Quartile	\$16.67	\$20.29	
	Mean	\$18.82	\$23.02	

Indicates Ventura County District

Districts above are comparable by size (10k - 24k) in 4-county area.

Please Note:

- 1) Classifications in Unified and High School Districts may have slightly higher/additional tasks due to High School campuses. These duties are not necessarily performed by all incumbents.
 - 2) Comparable districts in 4-county area not listed indicates that the district did not have a classification which was a good match.
- * Pleasant Valley ESD added as local district with same class. Not comparable by size.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **June 7, 2017**

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

REJECTION OF LIABILITY CLAIM: VCBA07426A1 (Vaca/Magaña)

On July 13, 2016, the Oxnard School District received a claim filed by the Hathaway Law Firm on behalf of an employee of the Oxnard School District.

The claim alleges that the District placed the employee on sick leave during the time that her workers' compensation claim was in the interactive process, and that this has caused the employee undue financial stress. The claim also alleges that the District's actions have resulted in disability discrimination and retaliation against the employee.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Powers Authorities, 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 VCBA07426A1.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: June 7, 2017

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

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Abolish

a five hour, 183 day Paraeducator III, position number 6062, to be abolished at McKinna school. This position will be abolished due to the lack of work.

a five hour, 183 day Paraeducator I, position number 7260, to be abolished at Soria school. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Savings for Paraeducator III-\$23,605 General fund

Savings for Paraeducator I-\$21,937 Site/LCFF

RECOMMENDATION:

It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the abolishment of positions, as presented.

ADDITIONAL MATERIAL:

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: June 7, 2017

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

Personnel Actions (Vaca/Koch)

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Attached: Classified Personnel Actions (1 page)
Certificated Personnel Actions (page)

CLASSIFIED PERSONNEL ACTIONS

New Hire

Haidet, Susan	Accounting Specialist III, Position #5565 Budget & Finance 8.0 hrs./246 days	05/17/2017
Lopez Osornio, Diego	Paraeducator II, Position #8106 Special Education 5.75 hrs./183 days	05/25/2017
Saavedra, Alejandra	Paraeducator III, Position #8028 Special Education 5.75 hrs./183 days	05/15/2017
Vigil Maggiolo, Maria Del Carmen	District Translator, Position #645 Superintendent's Office 8.0 hrs./246 days	05/03/2017

Limited Term

Bobola, Michael	Paraeducator	05/11/2017
Dixon, Shaherah D.	Paraeducator	05/05/2017
Garcia, Leticia	Paraeducator	05/11/2017

Promotion

Alcantar, Jessica	School Office Manager (B), Position #989 Brekke 8.0 hrs./210 days Secretary (B), Position #6416 Enrollment Center 8.0 hrs./246 days	05/14/2017
Gutierrez, Carmen	Speech Language Pathology Assistant, Position #2843 Special Education 8.0 hrs./183 days Paraeducator II (B), Position #1499 Special Education 5.75 hrs./183 days	05/15/2017

Transfer

Guerrero, Theresa	Child Nutrition Worker, Position #2849 Ritchen 5.0 hrs./185 days Child Nutrition Worker, Position #2057 Itinerant 5.0 hrs./185 days	05/29/2017
Stankoski, Jodi	Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days Credential Technician, Position #376 Certificated Human Resources 8.0 hrs./246 days	05/23/2017

Resignation

Hernandez, Manuel	Lead Custodian, Position #995 Chavez 8.0 hrs./246 days	05/31/2017
Wiley, Karla	Library Media Technician, Position #2523 Ramona 5.0 hrs./190 days	05/30/2017

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

Bequilla Zastrow, Richell	Substitute Teacher	2016/2017 School Year
Gomez, Maribel	Substitute Teacher	2016/2017 School Year
Hurtado, Werza	Substitute Teacher	2016/2017 School Year
Lucas, Lynette	Substitute Teacher	2016/2017 School Year

Resignations

Borrego, Michelle	Speech Therapist	06/16/2017
Castillo, Kelly	Master Principal, Curren	06/30/2017
Cline, Lisa	Deputy Superintendent, Business Services	06/23/2017
Gern, Teri	Director, HR	06/30/2017
Hernandez, Edwin	RSP, Soria	06/16/2017
Joyce, Liam	Master Principal, Frank	06/30/2017

Retirement

Hansen, Irvin	SDC M/S Teacher, Haydock	06/17/2017
Macias, Mary	Teacher, Ritchen	06/17/2017
Ramirez, John	Teacher, Ritchen	06/17/2017
Thompson, Nancy	Teacher, Brekke	06/17/2017

Leave of Absence

Donner, Vivian	06/3 -06/16/2017
Veloz, Juan	05/03 – 5/30/2017

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/7/17

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

Rejection of Bid Protest, Award of Formal Bid #16-03 and Approval of Agreement #16-275 for San Miguel Pre-School New Portable Classrooms (Cline/Fateh)

Formal bids were solicited for Bid #16-03, San Miguel Pre-School New Portable Classrooms, pursuant to Public Contract Code 20110. Five bids were received and opened at 2:00 p.m., Friday, April 28, 2017. The bid summary is attached.

The District received a Bid Protest dated May 5, 2017 from GRD Construction in connection with the bid submitted by Viola Inc. The basis for GRD's Bid Protest was the following: (1) Viola did not acknowledge issuance of the District's Addendum # 3; and (2) Viola provided an incorrect license number for subcontractor Price Plumbing.

It should be noted that "a public entity may waive inconsequential deviations from contract specifications in a public contract bid. To be considered inconsequential, a deviation must neither give the bidder an unfair competitive advantage nor otherwise defeat the goals of insuring economy and preventing corruption in the public contracting process." *Ghilotti Construction, Inc. v. City of Richmond* (1996) 45 Cal.App.4th 897, 900. In reviewing the issues raised by GRD in its Bid Protest, the District is satisfied that the standards articulated in *Ghilotti* have been met.

It is requested that the Board of Trustees award Bid #16-03 to Viola Inc., as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$819,000.00, and enter into Agreement #16-275 to perform the project. The project will be funded through Deferred Maintenance Funds

FISCAL IMPACT:

\$819,000.00 – Deferred Maintenance One Time Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees (1) reject the Bid Protest submitted by GRD Construction; and (2) award Bid #16-03 San Miguel Pre-School New Portable Classrooms, in the total amount of \$819,000.00, and enter into Agreement #16-275 with Viola Inc.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #16-275, Viola Inc. (2 Pages)

OXNARD SCHOOL DISTRICT

School/Dept: San Miguel Pre-School
 Project Description: New Portable Classrooms
 O.S.D. BID NO. 16-03
 Date: Friday, April 28, 2017 - 2:00PM



BIDDER	BASE BID	Add.'s 1-3	Sub List	Non Collusion	Bid Qual	Bid Bond	Job Walk Conf
Ardalan Const	1,058,000 -	✓	✓	✓	✓	✓	✓
EJS Const	830,000	✓	✓	✓	✓	✓	✓
GRS Const	826,000	✓	✓	✓	✓	✓	✓
Taft Electric	1,098,000	✓	✓	✓	✓	✓	✓
Viola	819,000	1+2	✓	✓	✓	✓	✓

SECTION 00310

AGREEMENT #16-275

THIS AGREEMENT is made this 7th day of June, 2017, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and Viola Inc., hereinafter called the “Contractor”, with a principal place of business located at P.O. Box 5624, Oxnard, CA 93031-5624.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #16-03
San Miguel Pre-School – New Portable Classrooms

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. Final completion of the work shall be achieved as indicated below:

Phase 1: Administrative Phase **Start:** Anticipated NTP on or about 6/8/17 **Completion:** 6/18/17

Phase 2: Construction Phase **Start:** 6/19/17 **Final Completion:** 8/14/17

Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Eight Hundred Nineteen Thousand Dollars and No Cents (\$819,000.00). The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder's Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Cert of Contractor & Subcontractor DIR Reg | |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Lisa Cline, Deputy Superintendent, Business &
Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **6/7/17**

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

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

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

TOBACCO – Revision to BP 5131.62 and AR 5131.62 (Freeman)

Language was added and deleted to BP 5131.62 and AR 5131.62 to align with the district’s practices for TOBACCO. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP 5131.62 and AR 5131.62 as outlined above.

ADDITIONAL MATERIAL:

BP 5131.62 (5 pages)
AR 5131.62 (2 pages)

TOBACCO

The Board of Trustees recognizes ~~that tobacco use presents~~ *the serious health risks presented by tobacco use* and desires to *ensure that, through adoption of consistent policies, district students are made aware of those risks and, to the extent possible, protected from them. provide support and assistance in reducing the number of students who begin or continue to use tobacco.* The Superintendent or designee shall establish a *coordinated school health system which includes a comprehensive behavioral health education component that teaches students the knowledge, skills, and attitudes they need in order to lead healthy lives and avoid high-risk behaviors, such as tobacco use. program that includes consistent enforcement of laws prohibiting tobacco possession and use by students, tobacco use prevention education, and intervention and cessation activities and/or referrals.*

(cf. 5141.23 – Asthma Management)

The Superintendent or designee shall provide prevention, intervention, and cessation education, information, activities, and/or referrals to district students and shall ensure consistent enforcement of district policies prohibiting student possession and use of tobacco products.

Prohibition Against Tobacco Use

Students shall not *possess, smoke, or use tobacco; or any product containing tobacco or nicotine; while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. This prohibition does not include students' possession or use of their own prescription products.* (Education Code 48900, 48901)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

- 1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by another means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff*
- 2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah*
- 3. Any component, part, or accessory of a tobacco product, whether or not sold separately*

TOBACCO (continued)

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (Education Code 48900)

(cf. 5141.21 – Administering Medication and Monitoring Health Conditions)

Intervention/Cessation Services

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. *Such intervention services shall be provided as an alternative to suspension for tobacco possession.*

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Prevention Instruction

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-~~12~~⁸ pursuant to Education Code 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. ~~5146 – Married/Pregnant/Parenting Students~~)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Program Planning

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

TOBACCO (continued)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention *and intervention* program with other district efforts to reduce students' use of illegal substances and to promote student wellness.

~~(cf. 1325 - Advertising and Promotion)~~

~~(cf. 5030 - Student Wellness)~~

~~(cf. 5131.6 - Alcohol and Other Drugs)~~

~~(cf. 5131.63 - Steroids)~~

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. (Health and Safety Code 104420)

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention and intervention funds or materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

~~The district's program shall be aligned with guidelines issued by the California Department of Education (CDE) and with federal Principles of Effectiveness described in 20 USC 7115. The Superintendent or designee shall:~~

- ~~1. Base the district's program on a thorough assessment of objective data regarding tobacco-use problems in district schools and the community~~

~~This assessment shall include an analysis of data regarding the incidence and consequences of tobacco use, an examination of existing efforts and activities in the community, and a determination of high-priority groups that are most in need of district services.~~

- ~~2. Establish a set of measurable goals and objectives and design the program to meet those goals and objectives~~

- ~~3. Design and implement the program based on scientific research or evaluation that provides evidence that the strategies will prevent or reduce tobacco use~~

- ~~4. Use the results of ongoing program evaluations to strengthen the program and refine program goals and objectives~~

Program Evaluation

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey ~~to students at~~ *or other appropriate student survey at* selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report

TOBACCO (continued)

to the Board and to the CDE if required, ~~on program activities, program expenditures, the number of individuals receiving each type of service or training, progress toward program goals and objectives, and other~~ the data specified in required pursuant to Health and Safety Code 104450.

(cf. 0500 - Accountability)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

Legal Reference:

EDUCATION CODE

48900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

104350-104495 Tobacco-use prevention education

104559 Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

PENAL CODE

308 Minimum age for tobacco possession

CODE OF REGULATIONS, TITLE 17

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention program; health assessments

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug-Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Guidelines Related to School Health Programs to Prevent Tobacco Use and Addiction, 1994

WEST ED PUBLICATIONS

Guidebook for the California Healthy Kids Survey: 2008-2009 Edition, 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Tobacco-Use Prevention Education:
<http://www.cde.ca.gov/ls/he/at/tupe.asp>
California Department of Public Health, Tobacco Control: *<http://www.cdph.ca.gov/programs/tobacco>*
California Healthy Kids Resource Center: *<http://www.californiahealthykids.org>*
California Healthy Kids Survey: *<http://www.wested.org/hks>*
Centers for Disease Control and Prevention, Smoking and Tobacco Use: *<http://www.cdc.gov/tobacco>*
Safe and Healthy Kids Annual Report: *<http://hk.duerrevaluation.com>*
U.S. Department of Education: *<http://www.ed.gov>*
U.S. Surgeon General: *<http://www.surgeongeneral.gov>*

Policy
adopted: November 2, 2011
revised: June 21, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

TOBACCO

Tobacco-Use Prevention Education Program

The district's tobacco-use prevention program shall provide students in grades 6-8 instruction which addresses the following topics: (Health and Safety Code 104420)

1. Immediate and long-term undesirable physiologic, cosmetic, and social consequences of tobacco use
2. Reasons that adolescents say they smoke or use tobacco
3. Peer norms and social influences that promote tobacco use
4. Refusal skills for resisting social influences that promote tobacco use

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

As appropriate, the district shall provide or refer students in grades 7-8 to tobacco-use intervention and cessation activities. (Health and Safety Code 104420)

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

These services shall be directed toward current users and shall be voluntary for students who desire assistance in ceasing the use of tobacco.

In addition to targeting students who currently use tobacco, the district's program shall target students most at risk for beginning to use tobacco as identified through a local needs assessment.

The district shall ~~provide or~~ refer every pregnant and parenting minor enrolled in the district to tobacco-use prevention services. Such services may be integrated with existing programs for pregnant and parenting minors and shall include: (Health and Safety Code 104460)

1. Referral to perinatal and related support services
2. Outreach services and assessment of smoking status
3. Individualized counseling and advocacy services
4. Motivational messages
5. Cessation services, if appropriate

TOBACCO (continued)

6. Incentives to maintain a healthy lifestyle
7. Follow-up assessment
8. Maintenance and relapse prevention services

(cf. 5146 - Married/Pregnant/Parenting Students)

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/7/17

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

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

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

Education for English Language Learners – Revision to BP 6174 and AR 6174 (Freeman)

Language was added and deleted to BP 6174 and AR 6174 to align with the district’s practices for Education for English Language Learners. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP 6174 and AR 6174 as outlined above.

ADDITIONAL MATERIAL:

BP 6174 (8 pages)
AR 6174 (10 pages)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~The Board of Trustees intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English proficient peers in the regular course of study, while facilitating student achievement in the district's regular course of study.~~

~~The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.~~

~~(cf. 4112.22 – Staff Teaching Students of Limited English Proficiency)~~

~~The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.~~

~~(cf. 0460 – Local Control and Accountability Plan)~~

~~(cf. 3100 – Budget)~~

~~The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.~~

~~To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.~~

~~(cf. 6190 – Evaluation of the Instructional Program)~~

Identification and Assessment

The Superintendent or designee shall maintain procedures for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learner's academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of

Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603m, 606040; 5 CCR 853.5, 853.7)

(cf. 6152.51 – State Academic Achievement Tests)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

(cf. 6161.11 – Supplementary Instructional Materials)

(cf. 6171 – Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 – Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

English Learner Master Plan

The Oxnard School District has developed and is implementing a Master Plan for Services to English Learners. This plan incorporates the state mandated identification of English Learners, the communication of all required information for parents, as well as instructional programs and evaluation of such programs, as approved by the Board of Trustees.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 – School Plans/Site Councils)

(cf. 1220 – Citizen Advisory Committees)

(cf. 6020 – Parent Involvement)

Parent Input

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

The district's language acquisition programs shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 – Class Size)

At the beginning of each school year or upon student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 – Parental Notification)

Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

- 1. The district offers a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.*

(cf. 6142.2. – World/Foreign Language Instruction)

- 2. The district offers a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and high order thinking skills, including critical thinking, in order to meet state academic content standards.*

Type of Instruction

~~Students who are English Language Learners, and whose primary language is Spanish, may participate in alternative bilingual programs when a Parent Exception Waiver has been applied for and approved. Students who are English language learners shall alternatively be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period. "Nearly all" of the classroom instruction in the district's sheltered English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)~~

~~The district has defined the term "nearly all" as follows:~~

~~To provide that all classroom instruction be conducted in English except for clarification, explanation and support as needed.~~

~~When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)~~

~~An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:~~

~~Levels 4 or 5 on the CELDT~~

~~(cf. 6011 – Academic Standards)
(cf. 6162.5 – Student Assessment)
(cf. 6171 – Title I Programs)~~

~~Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)~~

~~Parental Exception Waivers~~

~~At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.~~

~~Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.~~

~~If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.~~

~~Programs for English Learners~~

~~**Structured English Immersion (SEI):** This model provides instruction for all subjects in English with Primary Language Support for students with less than reasonable fluency. Students are taught structured, sequential English Language Development (ELD) and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade level content standards. Structured English Immersion is typically indicated for students with an overall CELDT score of Beginning (Level 1), Early Intermediate (Level 2), or Intermediate, (Level 3).~~

~~**English Language Mainstream (ELM):** In this model, EL's are taught structured, sequential English Language Development (ELD) and other core subjects in English by authorized teachers using district-adopted textbooks and supplementary materials. Primary language support is provided according to student need. Instruction is based on ELD and grade level content standards. Designed for students with ~~reasonable~~ *high levels* fluency in English, it is typically indicated for EL's with an overall CELDT score of Early Advanced (Level 4) or Advanced (Level 5).~~

~~**English Language Development (ELD) Academy (3rd 4th – 8th grades only):** This program is for students with less than one year in United States schools who are at the beginning levels of English proficiency. (CELDT Levels 1 & 2.) Students receive intensive English instruction, while they learn about their school environment and culture in the United States, in addition to academic language in grade level content. Students may participate in the Newcomer program for one year to eighteen months. This option is only for EL students in grades 3-8 4-8 who have been in the U.S. for less than ~~two~~ *one* years. The program is housed at one district school, with transportation provided for students not residing in that attendance area.~~

Transitional Bilingual Education (TBE): The goals of the TBE program are to ensure that students 1) meet grade level content and performance standards; 2) become fully proficient in English, including listening, speaking, reading and writing; and 3) successfully move to the ELM program. Students may participate in the program for up to 4 years, and may start at any grade level. Students initially receive instruction primarily in Spanish, with decreasing amounts of instruction in Spanish each year, while the amount of instruction in English increases. Primary language support in Spanish takes place, as needed, throughout the program. Students exit the TBE program into the ELM program. The TBE Program is an alternative bilingual program which requires a parent waiver.

Dual Language Immersion Program (DLI): The goal of the DLI program is acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Instruction is in Spanish and English. Students are expected to meet grade level standards in both languages. Students typically continue in the program after attaining proficiency in their second language. Ideally, students would begin the program in

Kindergarten and continue through Grade 6. This program is open to English Learners with an approved waiver request or English native speakers and other English fluent students, based on parental choice. Students are expected to achieve reasonable fluency in English within 3 to 4 years. The DLI Program is an alternative bilingual program which requires a parent waiver.

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

305 – 310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

~~33308.5 CDE guidelines not binding~~

~~44253.5-44253.10 Certification for bilingual cross-cultural competence~~

42238.02-42238.03 Local control funding formula

44253.1-44253.11 – Qualifications for teaching English learners

48980 Parental notification

48985 Notices to parents in language other than English

51101 Rights of parents to information

~~51101.1 Rights for parents of English learners~~

52052 – Numerically significant student subgroups

52060-52077 – Local control and accountability plan

52130-52135 Impacted languages act of 1984

52160-52178 Bilingual Bicultural Act

~~52180-52186 Bilingual teacher training assistance program~~

~~54000-54028 Programs for disadvantaged children~~

56305 – CDE manual on English learners with disabilities

60603 – Definition, recently arrived English learner

60605.87 – Supplemental instructional materials, English language development

60640 – California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

62005.5 – Continuation of advisory committee after program sunsets

~~62001-62005.5 Evaluation and sunseting of programs~~

CODE OF REGULATIONS, TITLE 5

4320 Determination of funding to support program to overcome the linguistic difficulties of English learners

853.5 – 853.7 Test administration; universal tools, designated supports, and accommodations

11300-11316 English Language Learner Education

11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 – Title I state plan

6312 - Title I Local education agency plans

6801-6871 Title III, Language instruction for limited English proficient and immigrant students

7801 – Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discriminating prohibited

200.16 Assessment of English learners

COURT DECISIONS

Valeria G. v. Wilson, (9th Circuit) 2002 U.S. App. Lexis 20956

California Teachers Association et al. v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698

Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989

ATTORNEY GENERAL OPINIONS

83 *Ops.Cal.Atty.Gen.* 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Program, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017\

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), Rev. November 2016

English Learner and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

CSBA: [HTTP://WWW.CSBA.ORG](http://www.csba.org)

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>
National Clearinghouse for English Language Acquisition: <http://www.ncela.us>
U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: February 1, 2012
revised: June 21, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Definitions

~~*English learner* means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)~~

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Sheltered English immersion or *structured English immersion* means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessment

~~Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)~~

~~Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)~~

~~All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)~~

~~Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6164.6—Identification and Education Under Section 504)~~

AR 6174(b)

~~**EDUCATION FOR ENGLISH LANGUAGE LEARNERS**~~ (continued)

~~The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)~~

~~(cf. 5145.6—Parental Notifications)~~

~~Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (former Education Code 52164.1, 62002)~~

~~Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)~~

~~Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code 440; 20 USC 6312)~~

- ~~1. The reason for the student's classification as English language learner~~
- ~~2. The level of English proficiency~~
- ~~3. A description of the program for English language development instruction, including a description of all of the following:~~

- ~~a. The manner in which the program will meet the educational strengths and needs of the student~~
 - ~~b. The manner in which the program will help the student develop his/her English proficiency and meet age appropriate academic standards~~
 - ~~c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools~~
 - ~~d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP~~
- ~~4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program~~

AR 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- ~~5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered~~

~~Parent/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)~~

Parental Exception Waivers

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~

~~A parent/guardian may request that the district waive the requirements of Education Code 305, pertaining to the placement of a student in a structured English immersion program if the one of the following circumstances exists:~~

- ~~1. Students who already know English: The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. (Education Code 311(a))~~
- ~~2. Older students: The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. (Education Code 311(b))~~

3. ~~Students with special needs: The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311(e))~~

~~The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)~~

~~Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: (Education Code 310, 311; 5 CCR 11309)~~

1. ~~A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices~~

AR 6174(d)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

2. ~~For a request for waiver pursuant to Education Code 311(e) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Board of Trustees guidelines~~

~~Pursuant to Education Code 311(b) and 311(e), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (5 CCR 11309)~~

~~When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.~~

~~Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)~~

~~Parental exception waivers pursuant to Education Code 311(e) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)~~

~~The principal shall consider all waiver requests made pursuant to Education Code 311(e) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee.~~

~~When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.~~

~~Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.~~

AR 6174(e)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

~~The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(e) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)~~

~~Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.~~

~~(cf. 5116.1 Intradistrict Open Enrollment)~~

~~(cf. 5117 Interdistrict Attendance)~~

~~In cases where a parental exception waiver pursuant to Education Code 311(b) or (c) is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and~~

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~~advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as a English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 – State Academic Achievement Tests)

(cf. 6159 – Individualized Education Program)

(cf. 6164.6 – Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 – Parental Notification)

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The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

- 1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program*
- 2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement*
- 3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:*
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction*
 - b. The manner in which the program will meet the educational strengths and needs of the student*
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation*
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable*
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP*
- 4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request*
- 5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available*
- 6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered*

Reclassification/Redesignation

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The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be ~~redesignated~~ *reclassified* as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

- ~~1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills~~
1. *Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment*
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions
3. Parent/guardian opinion and consultation during a redesignation interview
4. Parents/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged
- ~~5. Comparison of performance in basic skills, including performance on the English Language Arts section of the California Standards Test~~
5. *Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level*
6. ~~Objective data on the student's academic performance in English~~

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The Superintendent or designee shall provide subsequent monitoring and support for redesignated students, including but not limited to monitoring the performance of redesignated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

The Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

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7. ~~Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan

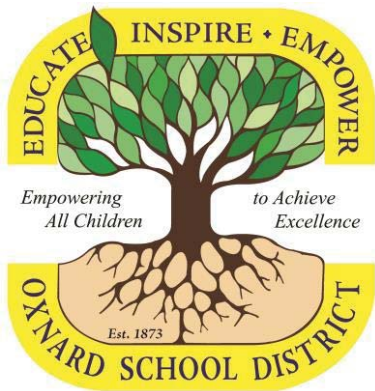
(LCAP) in accordance with BP 0460-Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063;5 CCR 15495)

(cf. 0460 – Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Regulation
approved: February 1, 2012
revised: June 21, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-7-16

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